

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-	PAGE OF PAGES 1   23
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 5126104	4. TYPE OF SOLICITATION x SEALED BID (IFB) NEGOTIATED (RFP)	5. DATE ISSUED 7-21-04	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY US Government Printing Office North Capitol and H Streets, NW Room A332 Washington, DC 20401		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Room b104**, until **9am** local time **August 18, 2004**

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Name DEBORAH SHARP	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE 202	NUMBER 512-0996	EXT.	

**11. TABLE OF CONTENTS**

(✓)   SEC.	DESCRIPTION	PAGE(S)	(✓)   SEC.	DESCRIPTION	PAGE(S)	
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	I	CONTRACT CLAUSES	11
	B	SUPPLIES OR SERVICES AND PRICE/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
	C	DESCRIPTION/SPECS./WORK STATEMENT	2	J	LIST OF ATTACHMENTS	23
	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E	INSPECTION AND ACCEPTANCE	5	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	14
	F	DELIVERIES OR PERFORMANCE	5	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	19
	G	CONTRACT ADMINISTRATION DATA	6	M	EVALUATION FACTORS FOR AWARD	22
	H	SPECIAL CONTRACT REQUIREMENTS	7			

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS %	<input type="checkbox"/> 20 CALENDAR DAYS %	<input type="checkbox"/> 30 CALENDAR DAYS %	<input type="checkbox"/> CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE   NUMBER   EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <input checked="" type="checkbox"/>		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

## DUMPING FEES

The Contractor 's bid price for dumping solid waste shall include all fees which are in effect at the time for receipt of bids and selection of a certified disposal facility. Any additional fees, which may be imposed by the county or municipality after the time set for the receipt of bids, will be paid by the contractor. However, the Contracting Officer may adjust the unit and/or monthly contract price to reflect the increase of municipality and to verify the increased fees by the following:

Substantiation from the county or municipality for the increased dumping fees shall include the following information:

- (1) The effective date of the increase
- (2) The revised dumping fee per ton
- (3) The dumping fee per ton prior to the increase

## SECTION- C -SPECIFICATIONS/STATEMENT OF WORK

### A. ROLL-OFF COMPACTOR SERVICE

The contractor shall furnish all the necessary labor, materials, equipment and services to provide solid waste disposal services at the U.S. Government Printing Office located at 732 North Capitol St. NW, Washington, D.C. The contractor shall provide the following equipment at the specified GPO locations:

<u>Equipment</u>	<u>Location</u>
30 cu. Yd. Self-contained Trash compactor (no more than 22.5 ft in length.)	Loading dock at Jackson Alley

### B. COMPACTOR EQUIPMENT

The compactor shall be in new condition capable of delivering normal operating release pressure meeting manufacturer's specifications and NSWMA standards. The contractor shall identify in his bid the compactor and all its accessories to be used in the performance of this contract including the name of the manufacturer, the capacity in cubic yards and the power requirements. A reference copy of the manufacturer's specifications for the compactor model placed in the designated location within the government property shall be provided to the Contracting Officer's Technical Representative (COTR), 5 days after the contract award.

The compactor shall be equipped with the following features:

1. Separate power unit.
2. Doghouse and access interlock switch.
3. Multicycle timers with ram stop forward.
4. Advance warning or full container lights.
5. A working hydraulic pressure gauge capable of reaching 2000 psi (machine must be operable to at least 1800 psi)
6. Charge box loading capacity shall be a minimum of 1.50 cubic yards (manufacturer's rating ) or 1.12 cubic yards (NSWMA rating).

The contractor shall install guide rails on the concrete pad provided by the government to be used for the compactor.

The contractor shall make available for inspection by the COTR all the equipment necessary for the performance of the services under this contract and ready for use at the designated government locations on the first day of service.

### C. CONTAINERS IN THE PARKING LOTS

The contractor shall provide (2) 2- cubic yard trash containers in each of the following GPO parking lots; lot #8, and lot #55. The trash container shall have a top cover which can be opened and closed manually to throw the trash and high enough to prevent rodents from getting into the container . The government shall provide the contractor the exact spot where the trash container will be located in each designated parking lot.

The contractor shall not remove from the GPO premises the government owned containers such as GI cans, trash carts, etc.

### **INSPECTION**

The compactor system shall meet all applicable OSHA safety requirements and local safety ordinances. Each compactor shall be inspected for proper operation and safety once every quarter by the contractor's qualified mechanic. Copies of the quarterly inspection report shall be forwarded to the COTR no later than 10 working days after the end of the quarter.

The government reserves the right to monitor the operation of the compactor using electronic or hydraulic pressure gauges or computerized monitoring equipment. At the discretion of the COTR, the contractor may be required to demonstrate the proper operation of the compactors' hydraulic and electrical systems.

The government shall reject any compactor that is not operating within its manufacturer's designed specifications that results in reduced capacity and not meeting safety requirements. The contractor shall promptly replace the rejected compactor with an identical or equal unit that meets the specifications of this contract immediately upon approval of the COTR.

### **MAINTENANCE**

The contractor shall maintain all equipment (compactor and all its accessories provided by the contractor) in good physical and mechanical condition, without rust, damaged seams, tops, rollers, leaking hydraulics and damaged electrical wirings. The contractor shall maintain all equipment in good sanitary conditions avoiding offensive odors and unsightly appearances. If equipment is damaged or determined to be unacceptable by the COTR, due to mechanical/electrical failure, sanitary or esthetic reasons, the contractor shall correct the deficiencies or replace the equipment within 24 hours after receiving the notice.

If the compactor becomes inoperative during the term of the contract, the contractor shall furnish a replacement compactor of equivalent capacity or sufficient packer trucks on a daily schedule, approved by the COTR, to remove the trash from GPO building until the necessary repairs have been completed.

### **RATPROOFING THE EQUIPMENT**

The doghouse doors of the compactor shall close tightly with no gaps greater than ½ inch.

When in the ram stop forward position, the compactor equipment shall not have an opening greater than 3 inches between the frame of the charge box, compactor container and the ram.

The government shall take all necessary steps to ensure that the conditions such as the accumulation of trash around and under the trash equipment, odors and unsanitary conditions which may contribute to rodent infestations are corrected as soon as they are observed or reported.

### **DISPOSAL FACILITY**

The contractor shall be responsible for the selection of certified disposal facility. A certified disposal facility is defined as a waste disposal facility that has been certified by the appropriate federal, state, or local agency for environmental and waste management. The contractor shall provide the COTR a list of the certified disposal facilities that he will be using under this contract.

The contractor or it's designated truck driver shall immediately provide GPO a legible copy of the landfill /transfer station ticket each time a compactor is returned after being handled and emptied at the disposal site. The location of the disposal facility, tonnage and price must be imprinted on the ticket.

The contractor shall pay all the tipping and disposal fees and submit a monthly claim to GPO for reimbursement. The monthly submission of claims shall include invoices in duplicates (with attached legible copies of the landfill/transfer station tickets)

### **SAFETY**

The contractors' employees assigned under the contract shall be qualified to do this type of work; specifically the driver who shall be duly licensed to operate the motor vehicle assigned to haul and empty the compactor and shall follow all prudent safety practices while operating a motor vehicle. Such motor vehicles used by the contractor shall have operable parking and emergency brake systems, backup alarms and wheel chocks.

### **ENVIRONMENTAL COMPLIANCE**

The contractor shall comply with all applicable federal, state, county and city regulations regarding sanitation and solid waste disposal covered under this contract. The contractor shall prevent the spill of the trash contents of the compactor while in transit to the disposal site. The contractor shall be responsible for all the costs of cleaning up such spill. GPO **will not** reimburse the contractor for these costs.

In addition, any oil spill caused by the contractor's operation under this contract shall also be the contractor's responsibility to pay all the costs of clean up. Such oil spill shall be reported immediately to the COTR.

### **SECTION-D-PACKAGING AND MARKING- N/A**

### **SECTION-E-INSPECTION AND ACCEPTANCE**

The contractor shall make available for inspection by the COTR all the equipment necessary for the performance of the services under this contract and ready for use at the designated government locations on the first day of service.

Final inspection and acceptance will be made at destination by designated U.S. Government Printing Office personnel.

### **SECTION -F- PERFORMANCE**

#### **Trash Removals**

The contractor shall schedule the removal/hauling of the **30 cu yd.** compactor located at Jackson Alley on Tuesday and Friday of each week between **1AM and 6AM** and return to its exact proper location and position no later than **6AM** of the same day. The contractor shall not leave each location without the service of the compactor for longer than 3 hours.

The TRASH contractor shall empty all the 2 cu yd. trash containers **no later than 12 noon every Monday of the week.**

If the compactor and containers are not hauled within the required time specified under this contract, or are not returned to its original location and position after emptying, the government reserves the right to have the compactor and containers hauled and emptied or relocated by other means and charge the contractor the total costs plus 25% penalty surcharge.

Scheduled pickups including days and times may only be changed to best serve the interest of the government. Schedule and service changes shall be made by modification of the contract specifications through the COTR and approved by the contracting officer.

When the normal scheduled days fall on federal holidays, Contractor is required to provide service on the following day.

**SECTION - G - CONTRACT ADMINISTRATION DATA**

1. Contracting Officer (CO) Deborah Sharp  
(202) 512-0996
2. Contract Officer's Representative (COTR) To be appointed after award.

A person shall be appointed as the COTR, the CO's official representative (COTR) for the purpose of conducting routine day to day monitoring of the services performed under this contract. They will have certain assigned responsibilities to act for the Contracting Officer. These responsibilities shall be provided to the successful bidder upon award of the contract

3. Bid Results Diana Boyde  
(202) 512-2010, EXT-31205
4. Invoices **US Government Printing Office  
Comptroller  
North Capitol & H Streets NW  
Mail Stop: FMCS  
Washington, DC 20401  
(202) 512-0874 - LOCAL  
1-800-BILLGPO (1-800-245-5476)  
NON-LOCAL**
5. **Payment Method  
Payments under this contract will be made by the  
Government by electronic funds transfer (EFT). If  
EFT is requested, please call 1-800-BILLGPO.**

**NOTICE:** The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**MATERIALS MANAGEMENT ACQUISITION REGULATION**

NUMBER	DATE	TITLE
52.232.28	MAR 2000	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS

Effective January 1, 1999 payments on all GPO purchase orders will only be made by electronic fund transfer (EFT) unless you are granted a waiver. A waiver can only be granted if you certify below in writing that you do not have an account with a financial institution or an authorized payment agent and return the certification to the Contracting Officer.

**REQUEST FOR WAIVER/CONTRACTOR CERTIFICATION**

I certify that I do not have an account with a financial institution or an authorized payment agent.

---

Signature and date

**SECTION – H – SPECIAL CONTRACT REQUIREMENTS**

**MINIMUM BID ACCEPTANCE PERIOD**

- a. "Acceptance period" as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- b. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- c. The Government requires a minimum acceptance period of 60 calendar days.
- d. In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

A bid allows the following acceptance period:  
..... calendar days.

- e. A bid allowing less than the Government's minimum acceptance period will be rejected.
- f. The bidder agrees to execute all that it has undertaken to do, in compliance with the bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph c. above or (2) any longer acceptance period stated in paragraph d. above.

**PAYMENT**

Contractor may invoice this Office on a monthly, quarterly, or semi-annual billing cycle. No payment will be made in advance of the ending period being billed. Invoices shall be addressed to the U.S. Government Printing Office, Voucher Examination Unit, Stop FMCS, Washington, DC 20401.

**PRE-AWARD SURVEY**

So that the Government may be assured each bidder can satisfy the requirements of this Schedule, it reserves the right (1) to conduct a pre-award survey on any or all bidders, and (2) to consider the results of such survey in any determination to award.

- a. A pre-award shall establish the contractor's competence in technical, managerial, financial and similar areas related to the bidder's ability to perform.
- b. The Contractor is expected to cooperate in ;the pre-award and to provide all such reasonable information as maybe necessary to its purposes.
- c. Only those bids from proven or obviously capable suppliers are solicited.

**QUALIFICATIONS OF THE BIDDER**

The contractor must be an experienced firm in this field. The firm shall have performed service of comparable scope, complexity, and operating requirements as specified herein. The contractor may provide name and location of such performance below to assist and expedite the preaward survey.

1. _____	2. _____
_____	_____
_____	_____

**LIABILITY AND INSURANCE**

- (a) The Contractor shall be:
  - (i) liable to the Government for loss or damage to property, real and personal, owned by the Government or for which the Government is liable, including damages occurring in transit to materials being hauled to the Contractor.
  - (ii) responsible for, and hold the Government harmless from bodily injury and death of persons occasioned either in whole or in part by the negligence or fault of the Contractor, his officers, agents or employees in the performance of work under this contract. The amount of loss or damages as determined by the Contracting Officer will be withheld from payments otherwise due to the Contractor . Determinations of liability and responsibility by the Contracting Officer will constitute questions of fact within the meaning of the "Disputes" clause of this contract. The liability of the Contractor under this clause is subject only to the limitation that the Contractor shall not be responsible to the Government for damages, injuries, or death resulting solely from an act or omission of the Government or its employees .
- (b) The Contractor shall at his own expense procure and maintain insurance during the term of this contract as follows:
  - (i) Bodily Injury Insurance in an amount of not less than \$100,000 for any one person and \$250,000 on any one accident or occurrence,
  - (ii) Property Damage Liability Insurance in an amount of not less than \$250,000 on account of any one accident.
  - (iii) Workmen's compensation.
- (c) Satisfactory evidence of the required insurance shall be filed with the Contracting Officer prior to the performance of any work under this contract. All policies of insurance required under the terms of this contract shall be appropriate endorsement or otherwise, provided that no cancellation there of shall be effected unless 30 days prior written notice thereof has been given to the Contracting Officer.
- (d) The Contractor shall, at his own expense, defend any suits, demands, claim, or action in which the United States might be named as a codefendant of Contractor, arising out of or as a result of the Contractor's performance or work under this contract. This shall not prejudice the right of the Government to appear in such suit, participate in defense, and to take such actions as may be necessary to protect the interest of the United States .
- (e) The Contractor shall do nothing to prevent the Government's right to recover against third parties for any loss or damage and, upon request of the Contracting Officer shall furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

**FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)**

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by Section 6 (a)(1) of the Fair Labor Standard Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the Contractor as a result of voluntarily makes the decrease:
  - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
  - (2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or
  - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless the Contracting Officer extends this notification period in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

### **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and cost of whatsoever kind and nature for injury to or death of any person or persons, and for loss and damage to any property, occurring in connection with or in part from negligent acts or omissions of the contractor, and subcontractor, or any employee, agent or representative of contractor or subcontractor.

### **RESPONSIBILITY FOR GOVERNMENT PROPERTY**

The Contractor assumes full responsibility for, and shall indemnify the Government for any and all loss of or damage of, whatsoever kind and nature to any and all Government property, including any equipment, supplies accessories, or parts furnished, while in its custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from negligent acts or omissions of the contractor, subcontractor, or any employee, agent or representative of Contractor or subcontractor .

### **FAMILIARIZATION WITH CONDITIONS**

The Offeror shall acquaint itself with all available information regarding difficulties which may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The Offeror will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein because of its failure to investigate the conditions or to become acquainted with all information concerning the services to be performed. Prospective bidders should visit the premises to inspect the facilities for loading and unloading.

### **OPTION TO EXTEND THE TERM OF CONTRACT - SERVICES**

- a. The Government may extend the term of this contract by written notice to the Contractor within the time specified in the schedule, provided, that the Government shall give 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 provision.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

### **SERVICE CONTRACT CLAUSES**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

#### **SECTION I FIRM FIXED SERVICE CONTRACT CLAUSES**

### **REGULATIONS GOVERNING PROCUREMENT**

The U.S. Government Printing Office (GPO) is an agency of the legislative branch of the United States Government. Accordingly, the Materials Management Acquisition Regulations (MMAR) is applicable to this, and all GPO procurements.

### **NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference in accordance with the MMAR clause at "52.252-2 CLAUSE INCORPORATED BY REFERENCE (FEB 1998) Section I of this contract.

MMAR changes apply to solicitation issued on or after the effective date of the change.

**Also, the full text of a clause may be accessed electronically at this address**

[www.gpo.gov](http://www.gpo.gov)

Clause Number	Date	Title
<b>GENERAL</b>		
52.202-1	DEC 2001	Definitions
52.252-1	FEB 1998	Solicitation Provisions Incorporated by Reference
52.252-2	FEB 1998	Clauses Incorporated by Reference
52.252-3	APR 1984	Alterations in Solicitation
52.252-4	APR 1984	Alteration in Contract
52.252-5	APR 1984	Authorized Deviation in Provisions
52.252-6	APR 1984	Authorized Deviation in Clauses
52.253-1	JAN 1991	Computer Generated Forms
52.237-1	APR 1984	Site Visit
52.239-1	AUG 1996	Privacy or Security Safeguards
52.211-9	JUN 1997	Desired and Required Time of Delivery

**BUY AMERICAN**

52.225-13	JUL 2000	
-----------	----------	--

**STANDARDS OF CONDUCT**

52.203-3	APR 1984	Gratuities
52.203-5	APR 1984	Covenant Against Contingent Fees
52.203-7	JUL 1995	Anti-Kickback Procedures
52.203-8	Jan 1997	Cancellation, Recession and Recovery of funds for Illegal or Improper Activity
52.203-12	JUN 1997	Limitation of Payment to Influence Certain Federal Transactions

**LABOR STANDARDS**

52.222.4	SEP 2000	Contract Work Hours and Safety Standards Act – Overtime Compensation
52.222-26	APR 2002	Equal Opportunity
52.222-35	DEC 2001	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222.36	JUN 1998	Affirmative Action for Workers with Disabilities
52.222.37	DEC 2001	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222.46	FEB 1993	Evaluation of Compensation of Professional Employees
52.222-42	May 1989	Service Contract Act
52.222-44	FEB 2002	Fair Labor Standards Act and Service Contract Act – Price Adjustment

**SECTION I Contract Clauses Continue**

Clause Number	Date	Title
---------------	------	-------

**TAXES**

52.229-3	JAN 1991	Federal, State and Local Taxes
52.229-5	APR 1984	Taxes-Contracts Performed in U.S. Possessions or Puerto Rico

**ADMINISTRATIVE**

52.217-2	OCT 1997	Cancellation Under Multi Year Contracts
52.217-3	APR 1998	Evaluation Exclusive of Options
52.217-4	JUN 1988	Evaluation of Options Exercised at Time of Award
52.217-5	JUL 1990	Evaluation of Options
52.217-8	NOV 1999	Option to Extend Service



**SECTION - I - CONTRACT CLAUSES (Continued)**

**DISPUTES (VARIATION)**

Except as otherwise provided in the contract, any dispute concerning a question of fact related to the contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall make his/her decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 90 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Public Printer. The decision of the Public Printer, or a duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this article, the Contractor shall be afforded an opportunity to be heard and to bid evidence in support of his/her appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

This "Disputes" article does not preclude consideration of law questions in connection with decisions provided for in the paragraph above: Provided, that nothing in the contract shall be construed as making final the decision of any administration official, representative, or board on a question of law.

**SERVICE OF PROTEST (VARIATION)**

(a) Protests, as defined in Section 33.101 of the Materials Management Acquisition Regulation, (MMAR) that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Chief Acquisition Officer Service, U.S. GPO, Mail Stop AO, Washington, DC 20401.

(b) The **copy of any protest shall be received in the office designated above within one day of filing protest with GAO.**

**PROTEST AFTER AWARD**

(a) Upon receipt of a notice of protest (as defined in 33.101 of the MMAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of 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; 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 the request 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 right to terminate this contract at anytime are not affected by action taken under this clause.

Representations and Certifications	Reference
Name and Address of Offeror	Date of Offer

"SOLICITATION" MEANS "INVITATION FOR BIDS" IN SEALED BIDDING AND "REQUEST FOR PROPOSAL" OR "REQUEST FOR QUOTATION" IN NEGOTIATION.

"OFFER" MEANS "BID" IN SEALED BIDDING AND "PROPOSAL" IN NEGOTIATION.

"OFFEROR" MEANS THE PERSON OR FIRM SUBMITTING THE OFFER.

**THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (CHECK APPROPRIATE CIRCLE AND FILL IN BLANKS.)**

**1. 552.219-1 SMALL BUSINESS CONCERN REPRESENTATION (APR 2002) (DEVIATION MMAR 52.219-1)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

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

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

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

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

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

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

(i) It o is, o 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 o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(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.

(c) *Definitions.* As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

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

"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 the stock of which is owned by one or more women; and

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

(d) *Notice.*

## Solicitation No. 5126104

### Page No. 14

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### 2. 52.204-3 TAXPAYER IDENTIFICATION (Oct 1998)

##### (a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (MMAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 MMAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

##### (d) *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.

##### (e) *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 \_\_\_\_\_.

##### (f) *Common parent.*

\* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

ITEMS 3, 4, 5, AND 6 NEED TO BE CHECKED ONLY IF OFFER EXCEEDS \$10,000 IN AMOUNT.

**3. 52.222-20 WALSH-HEALY PUBLIC CONTRACTS ACT (SEP 2002)**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

**4. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

(a) It \* has, \* has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It \* has, \* has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**5. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable to contracts which include the clause at MMAR 52.222-26, Equal Opportunity, except for construction contracts.)

The offeror represents that --

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

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

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

**6. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**ITEMS 7-19 DO NOT APPLY TO PROCUREMENTS OF \$25,000 OR LESS MADE THROUGH SMALL PURCHASE PROCEDURES.**

**7. 52.219-2 EQUAL LOW BID (OCT 1995)**

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.


(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**8. 52.216-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror/respondent, in the performance of any contract resulting from this solicitation, intends, or does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as INDICATED in this proposal or response to request for information

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

**9. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

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

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

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

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

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

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

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

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

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

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

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

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

**10. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (I) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

---

\_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

© If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

© Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**SECTION - L - INSTRUCTIONS, CONDITIONS AND NOTICES**

**SOLICITATION PROVISIONS(SEALED BID)**

**1. MMAR 52.214-12-PREPARATION OF BIDS - OTHER THAN THAN CONSTRUCTION (APR 1984)**

- (a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.
- (b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids 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.
- (c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount column of the Schedule." In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

**2. MMAR 52.214-6-EXPLANATION TO PROSPECTIVE BIDDERS (Apr 1984)**

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawing, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

**3. 52.214-3 Amendments to Invitations for Bids. (Dec 1989)**

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt

**4. MMAR 52.214-5-SUBMISSION OF BIDS (Mar 1997)**

- (a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means)--
  - (1) Addressed to the office specified in the solicitation; and
  - (2) Showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.
- (b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.
- (c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.
- (d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.
- (e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**5. MMAR 52.214-9-FAILURE TO SUBMIT BID (Jul 1995)**

Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a bid and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**6. 52.214-7 LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS OF BIDS NOV 1999**

- (a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.
  - (b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--
  - (i) If it was transmitted through an electronic commerce method authorized by the IFB, 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 bids; or

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

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

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

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids 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.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

**7. MMAR 52.214-4-FALSE STATEMENTS IN BIDS (Apr 1984)**

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in a quantity less than the quantity offered, at the unit prices offered, 18 U.S.C. 1001.

**8. 52.222-24-PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (Evaluation (Feb 1999))**

a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**9. MMAR 52.237-1-SITE VISIT (Apr 1984)**

Applies when services other than construction are to be performed on Government installations.) 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.

**10. MMAR 52.247-6-FINANCIAL STATEMENT (Apr 1984)**

(Applies to solicitations for transportation or for transportation related services.) The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offeror to possible rejection on responsibility grounds.

**11. MMAR 52.214-10-CONTRACT AWARD - SEALED BIDDING OTHER THAN CONSTRUCTION (Jul 1990)**

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

(b) The Government may--

(1) Reject any or all bids;

(2) Accept other than the lowest bid; and

(3) Waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for unless the bidder specifies otherwise in the bid.

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

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**12. MMAR 552.214-73-"ALL OR NONE" OFFERS**

(a) Unless awards in the aggregate are specifically precluded in this solicitation, the Government reserves the right to evaluate offers and makes awards on an "all or none" basis as provided below:

(b) (Applicable to definite quantity contracts.) An offer submitted on an "all or none" or similar basis will be evaluated as follows: The lowest acceptable offer exclusive of the "all or none" offer will be selected with respect to each item (or group of items when the solicitation provides for aggregate awards) and the total cost of all items thus determined shall be compared with the total of the lowest acceptable "all or none" offer. Award will be made to result in the lowest total cost to the Government.

(c) (Applicable only to requirements and indefinite quantity contracts.) An offer submitted on an "all or none" or similar basis will not be considered unless the offer is low on each item to which the "all or none" offer is made applicable. The term "each item" as used in this clause refers either to an item that under the terms of the solicitation may be independently awarded, or to a group of items on which an award is to be made in the aggregate

**13. MMAR 552.252-5- AUTHORIZED DEVIATIONS OR VARIATIONS IN PROVISIONS**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5). The use in this solicitation of any Federal Acquisition Regulation (MMAR) provision with an authorized deviation or variation that is published in the General Services Administration Acquisition Regulation is indicated by the addition of "(DEVIATION (MMAR provision no.))" or "(VARIATION (MMAR provision no.))" after the date of the provision.

(b) The use in this solicitation of any General Services Administration Acquisition Regulation provision with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the provision.

(c) Changes in wording of provisions that are prescribed for use on a "substantially the same as" basis are not considered deviations. Therefore, when such provisions are not worded exactly the same as the MMAR or the GSAR provision, they are identified by the word "(VARIATION)."

**AWARD BASIS FOR OPTION YEARS**

Bidders must insert offers for all items and years in the schedule. Bids, which do not contain offers for all items, will be declared nonresponsive and will be rejected.

Award will be made in the aggregate to the low responsive, responsible bidder offering to meet all written requirements.

The Government will evaluate offers for award proposed 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 options.

The Government may reject an offer as nonresponsive if it is materially unbalanced, as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than the cost of work, and prices which are significantly overstated for other work.





1.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

OPTYEAR  
TWO

2.									\$ _____  \$ _____  \$ _____  \$ _____  \$ _____  OPT YEAR TWO  \$ _____
----	--	--	--	--	--	--	--	--	---

ITEM #  3.									\$ _____  \$ _____  \$ _____  OPT YEAR TWO
---------------------	--	--	--	--	--	--	--	--	---

4.									\$ _____  \$ _____  \$ _____  \$ _____  OPT YEAR TWO  \$ _____  \$ _____
----	--	--	--	--	--	--	--	--	---







OPT YEAR  
TWO

\$ \_\_\_\_\_

\$ \_\_\_\_\_



1.									OPT YEAR TWO  \$ _____  \$ _____  \$ _____  \$ _____
----	--	--	--	--	--	--	--	--	---

2.

OPT YEAR  
TWO

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

OPT. YEAR  
TWO

\$ \_\_\_\_\_  
\$ \_\_\_\_\_

3.

OPT YEAR  
TWO

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

OPT YEAR  
TWO





