

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3164-2902		PAGE 1 OF 28		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0101		6. SOLICITATION ISSUE DATE 31-Jul-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM EPPS			b. TELEPHONE NUMBER (No Collect Calls) 410-962-5610		8. OFFER DUE DATE/LOCAL TIME 11:00 AM 12 Aug 2003	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715  TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31	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"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 0831 SIZE STANDARD: 6.0m			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO OPS DIV RAYSTOWN LAKE PROJECT JEFF KRAUSE RD 1 BOX 222 HESSTON PA 16647 TEL: (814) 658-3405 EXT 236 FAX:		CODE E1R0260	16. ADMINISTERED BY					CODE
17a. CONTRACTOR/ OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY					CODE
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
			TEL:			EMAIL:		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)					
			42b. RECEIVED AT (Location)					
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DELIVER AND INSTALL 5 FLOWERING PEAR FFP DELIVER AND INSTALL 5 FLOWERING PEAR 5-6' BAREFOOT POC (REQUESTOR) JEFFREY KRAUSE (814) 658-3405, EXT. 236 POC (VENDOR) POC (CONTRACTING OFFICE) WILLIAM EPPS (410)962-5610 PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		
					_____
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DELIVER AND INSTALL 13 SNOWDRIFT FFP DELIVER AND INSTALL 13 SNOWDRIFT CRAB-APPLE 5-6' BARERROOT PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		
					_____
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	15 TRANSSCENDENT FLOWERING CRAB-APPLE FFP	1	Lump Sum		
	15 TRANSSCENDENT FLOWERING CRAB-APPLE 5-6 FOOT BAREROOT				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	15 SEARGENT CRAB-APPLE 5-6 FEET BAREROOT FFP	1	Lump Sum		
	15 SEARGENT CRAB-APPLE 5-6 FEET BAREROOT				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	15 DOLGO FLOWERING CRAB-APPLE 5-6' FFP	1	Lump Sum		
	15 DOLGO FLOWERING CRAB-APPLE 5-6' BAREROOT				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	5 GRANNY SMITH APPLE 5-6' BAREROOT FFP	1	Lump Sum		
	5 GRANNY SMITH APPLE 5-6' BAREROOT				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	5 BANNA APPLE 5-6FT. BAREROOT FFP	1	Lump Sum		
	5 BANNA APPLE 5-6FT. BAREROOT				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	20 HAWTHORN 4FT BAREROOT FFP	1	Lump Sum		
	20 HAWTHORN 4FT BAREROOT				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	60 SPRUCE 4-5 FT. CONTAINER OR BB FFP 60 SPRUCE 4-5 FT. CONTAINER OR BB PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	60 LARGE WHITE PINE 4-5 FEET FFP 60 LARGE WHITE PINE 4-5 FEET PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	15 ARROWOOD VIBURNUM 2-3 FEET TALL FFP 15 ARROWOOD VIBURNUM 2-3 FEET TALL MULTI-BRANCHED MINIMUM 2 GAL CONTAINER PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	15 CHOKECHERRY 2-3 FEET TALL FFP 15 CHOKECHERRY 2-3 FEET TALL MULTI-BRANCHED MINIMUM 2 GAL CONTAINER PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	15 ALDER 2-3 FEET TALL MULTI-BRANCHED FFP 15 ALDER 2-3 FEET TALL MULTI-BRANCHED MINIMUM 2 GAL CONTAINER PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	15 GRAY DOWOOD2-3 FEET TALL FFP 15 GRAY DOWOOD2-3 FEET TALL MULTI-BRANCHED MINIMUM 2 GAL CONTAINER PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	15 SILKY DOGWOODS 2-3 FEET TALL FFP 15 SILKY DOGWOODS 2-3 FEET TALL MULTI-BRANCHED MINIMUM 2 GAL CONTAINER PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	15 FLOWERING DOGWOOD 5-6 FOOT FFP 15 FLOWERING DOGWOOD 5-6 FOOT CONTAINERIZED PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	HAWTHORN 2-3 FEET MINIMUM 2 GALLON FFP HAWTHORN 2-3 FEET MINIMUM 2 GALLON CONTAINER PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	1056 FEET OF WELDED WIRE FENCE 2X4 FFP 1056 FEET OF WELDED WIRE FENCE 2X4 PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	176 STEEL T-POST 60 INCHES TALL FFP 176 STEEL T-POST 60 INCHES TALL PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	TUBEX TREE SHELTER - 48 INCHES FFP TUBEX TREE SHELTER - 48 INCHES PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	INSTALLATION OF TREES, FENCING AND POST FFP INSTALLATION OF TREES, FENCING AND POST FOR LARGER STOCK TREES PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	INTALL 105 SMALLER CONTAINERIZED POTS FFP INTALL 105 SMALLER CONTAINERIZED POTS PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	PLANTING SEEDLINGS 10000 FFP PLANTING SEEDLINGS 10000 PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	INSTALL SHELTERS FFP INSTALL SHELTERS PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum		

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NET AMT

FOB: Destination

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A

0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0019	N/A	N/A	N/A	N/A
0020	N/A	N/A	N/A	N/A
0021	N/A	N/A	N/A	N/A
0022	N/A	N/A	N/A	N/A
0023	N/A	N/A	N/A	N/A
0024	N/A	N/A	N/A	N/A

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 20-AUG-2003 TO 31-MAY-2004	N/A	OPS DIV RAYSTOWN LAKE PROJECT JEFF KRAUSE RD 1 BOX 222 HESSTON PA 16647 (814) 658-3405 EXT 236 FOB: Destination	E1R0260
0002	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0003	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0004	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0005	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0006	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0007	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0008	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0009	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260

0010	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0011	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0012	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0013	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0014	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0015	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0016	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0017	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0018	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0019	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0020	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0021	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0022	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0023	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0024	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-1	Instructions to Offerors--Commercial Items	OCT 2000

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS  
 PRICE  
 ITEM QUANTITY QUOTATION TOTAL

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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in

the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) 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 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the 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 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.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

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 to 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.

(End of provision)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

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

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

<http://farsite.hill.af.mil>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>

(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 2001) (DEVIATION)

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

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

\_\_\_\_\_

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End ProductsLine Item NumberCountry of Origin (If known)

(End of provision)

STATEMENT OF WORK**SECTION C****DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT****C.1. Installation of Wildlife Habitat Trees – Scope of Work****C.1.1. Installation Requirements**

C.1.1.1. The Contractor will be required to install wildlife habitat trees at Raystown Lake in accordance with the Bid Specifications. See Appendix A, Bid Specifications.

C.1.1.2. The Contractor shall provide labor, equipment, materials, and accessories necessary to procure and install the wildlife habitat trees.

C.1.1.3. The Contractor may be limited to a designated entry and exit area to avoid conflicts with park visitors. Any conflicts that arise between the Contractor or his personnel and the visiting public will be addressed by the Contracting Officer or his/her Designated Representative.

C.1.1.4. The Contractor will be required to attend a pre-work conference prior to beginning work. The pre-work conference will be conducted at the Raystown Lake Ranger Office.

**C.2. Material and Equipment Requirements**

C.2.1. The Contractor will provide the following:

- All manual, electric or power driven equipment necessary to install trees.
- All trees, other than government provided seedlings, as specified in the Bid Sheet.
- All fence and t-post for tree protection.
- Labor sufficient to install wildlife habitat trees and plant protections including wet mat barriers, fencing, trunk protectors and fertilizer provided by the government.
- Transportation of personnel and material to areas throughout the Raystown Project.

C.2.2. Costs incurred due to damage(s) to any government facility caused by the Contractor and/or his employees will be the responsibility of the Contractor.

C.2.3. The Contractor will furnish support vehicles sufficient to meet the needs for transportation of personnel, equipment and supplies within and between job sites at the project.

C.2.4. Government Furnished Materials. The Corps of Engineers shall furnish:

- Topsoil if needed to backfill planting pits.
- Fertilizer and tree inoculants
- Weed guard mat barriers
- Tree protectors

- All bare root seedlings, up to 24 inches for spring and fall plantings.
- Tree tube shelters, fasteners and wooden stakes for tube shelter installation.
- Root inoculations and fertilizer if determined necessary.

**C.3. Contractor Equipment and Safety**

C.3.1 Contractor equipment may be inspected and approved by the Contracting Officer or his authorized representative prior to use. All applicable items must have operable safety equipment as specified in EM 385-1-1, Safety and Health Requirements Manual, dated 3 September 1996, available in the Raystown Lake Office.

C.3.2 All contractor employees must have and use personal protective devices as specified in EM 385-1-1 dated 3 September 1996. That equipment includes, but is not limited to, hard hats, hearing protection, footwear and eye protection. Required items will be furnished at no additional cost to the Government.

**C.4. Contract Period**

C.4.1 The installation shall commence within thirty (30) days following the receipt of Notice to Proceed. Services will be performed continuously as required by the Contracting Officer or his Authorized Representative during the contract period to accomplish the work excluding weekends and Holidays unless approved by the Contracting Officer. All work must be completed by May 31, 2004.

C.4.2 The Contractor is required to perform work Monday through Friday between the hours of 7a.m. and 5p.m. Work performed other than previously specified is to be approved in advance by Contracting Officer.

C.4.3 The Installation will be considered successful and completed when the Contracting Officer conducts a Final Inspection of various projects.

**C.5. Invoicing and Payment**

The Contractor shall submit an itemized invoice after completion of the wildlife habitat improvement projects. The invoice will contain, at a minimum, the contractor's name, address, contract number, date submitted and cost per bid item.

**C.6. Deductions**

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 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. Government provided seedlings that do not survive due to contractor error will be replaced by the contract at the contractors expense.

**C.7. Default**

Default of the contract shall be considered for various reasons relating to nonperformance of the contractual specifications.

**C.8. Warranty**

Furnished larger stock plants shall be guaranteed to be in a vigorous growing condition for a period of 12 months regardless of the contract time period. A plant shall be replaced at the contractor expense, one time under this guarantee. A written calendar time period for the guarantee of plant growth shall be furnished to the Contracting Officer. Seedlings and other plant material provided by the government will not require a warranty.

**C.9. Final Inspection and Acceptance**

Acceptance of services is the responsibility of the Contracting Officer or his/her authorized representative (COR). The Contractor will provide a letter stating that all facilities have been installed according the manufacturers recommendations.

**C.10. Insurance**

Pursuant to the contract clause entitled, Insurance—Work on a Government Installation, the contractor shall procure and maintain during the entire period of his performance under the contract the following minimum insurance.

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each vehicle) Bodily injury or death	\$ 200,000 per person \$500,000 per occurrence
Property Damage	\$20,000 per occurrence
Workers' Compensation and Employer's Liability	\$100,000 per person

Worker's Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State Worker's compensation and occupational disease statutes.

**End of Section C**

## Appendix A.

**DECIDUOUS TREE PLANTING AT RAYSTOWN LAKE**  
**PLANTING SPECIFICATIONS**  
 (sections not applicable have been deleted)

**PART 1 GENERAL****1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

- AMERICAN ASSOCIATION OF NURSERYMEN (AAN)
- AAN-01 (1990) American Standard for Nursery Stock
- AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
- ASTM D 2607 (1969) Peats, Mosses, Humus, and Related Products

**1.3 SOURCE INSPECTIONS**

## 1.3.1 Plant Materials

Plant materials shall be subject to inspection at the growing site by the Contracting Officer.

**1.4 SHIPMENT, DELIVERY, INSPECTION, STORAGE, AND HANDLING**

## 1.4.1 Shipment

## 1.4.1.1 Preparation

Digging and preparation for shipment shall be done in a manner that will not cause shock or damage to branches, trunk, or root systems.

a. Balled and Burlapped (BB) Plants: Ball size and ratio shall be provided as recommended by AAN-01. The ball shall be of a diameter and depth to encompass enough fibrous and feeding root system necessary for the full recovery of the plant. Removal shall be accomplished by hand digging or mechanical devices. Center the plant stem or trunk in the ball and clean cut all roots at the ball surface. No roots shall be pulled from the ground. The root ball shall be completely wrapped with burlap or other suitable material and securely laced with twine.

b. Balled and Potted (Pot) Plants: Ball size and ratio shall be provided as recommended by AAN-01. The ball shall be of a diameter and depth to encompass enough fibrous and feeding root system necessary for the full recovery of the plant. Removal shall be accomplished by hand digging or mechanical devices. The plant stem or trunk shall be centered in the ball and all roots shall be clean cut at the ball surface. No roots shall be pulled from the ground. Containers shall be used to retain the ball unbroken. Container shall be sufficiently rigid to hold ball shape and protect root mass during shipping.

## 1.4.2 Delivery

## 1.4.2.1 Identification

Plants shall be identified with durable waterproof labels and weather-resistant ink. Plants shall have attached labels stating the correct plant name and size.

## 1.4.2.2 Protection During Delivery

Plants shall be protected during delivery to prevent desiccation of the plant or damage to the roots or balls. Branches of plants shall be protected by tying-in the branches and covering all exposed branches.

## 1.4.2.3 Topsoil (Will be provided by the Corps of Engineers if needed)

## 1.4.3 Inspection

Plant material shall be inspected upon arrival at the jobsite by the Contracting Officer for conformity to the paragraph PLANTS and paragraph Shipment, and any unacceptable plant material shall be removed from the jobsite.

## 1.4.4 Storage

## 1.4.4.1 Plant Storage

Plants not installed on the day of arrival at the site shall be stored and protected in areas designated by the Contracting Officer. Plants shall be protected from exposure to wind and shall be shaded from the sun. Covering that will allow air to circulate and prevent internal heat from building up shall be provided. Bare-root plants shall be heeled-in. All plants shall be kept in a moist condition by watering with a fine mist spray until planted.

## 1.4.5 Handling

Care shall be taken to avoid injury to plants. Materials shall not be dropped from vehicles. Balled and burlapped plants shall be handled carefully to avoid cracking or breaking the earth ball and container-grown plants shall be handled by the container. Plants shall not be handled by the trunk or stems.

## **PART 2 PRODUCTS**

### **2.1 PLANTS**

#### 2.1.1 Varieties

Plants shall be nursery grown or plantation grown stock conforming to AAN-01 and shall be of the varieties specified in the plant list bearing botanical names listed in one or more of the publications listed under "Nomenclature" in AAN-01.

#### 2.1.2 Substitutions

Substitutions will not be permitted without notifying the Contractor for approval by the Contracting Officer.

#### 2.1.3 Growing Conditions

Plants shall be grown under climatic conditions similar to those in the locality of the project.

#### 2.1.4 Quality

Well shaped, well grown, vigorous, healthy plants having healthy and well branched root systems shall be provided. Plants shall be provided free from disease, harmful insects and insect eggs, sun-scald injury, disfigurement and abrasion.

#### 2.1.5 Size

Plants shall be furnished in sizes indicated. Plants larger in size than specified may be provided at no additional cost to the Government.

#### 2.1.6 Measurement

Plant measurements shall be in accordance with AAN-01.

## **PART 3 EXECUTION**

### **3.2 SITE PREPARATION**

#### 3.2.1 Layout

Plant material locations and bed outlines shall be staked on the project site before any excavation is made. Plant material locations may be adjusted by the Contracting Officer to meet field conditions.

#### 3.2.2 Protection of Existing Vegetation

If lawns have been established prior to planting operations, the surrounding turf shall be covered before excavations are made in a manner that will protect turf areas. Existing trees, shrubbery, and beds that are to be preserved shall be barricaded in a manner that will effectively protect them during planting operations.

### **3.3 EXCAVATION**

#### 3.3.3 Plant Pits

Plant pits shall be dug to produce vertical sides and flat, uncompacted bottoms. When pits are dug with an auger and the sides of the pits become glazed, the glazed surface shall be scarified. [The size of plant pits shall be as shown.] [The minimum allowable dimensions of plant pits shall be 150 mm (6 inches) deeper than the depth of ball or the depth of base roots; for ball or root spreads up to 600 mm, (2 feet,) pit diameters shall be twice the root spread; for ball or root spreads from 600 to 1200 mm, (2 to 4 feet,) pit diameters shall be 600 mm (2 feet) greater; for ball or root spreads over 1200 mm, (4 feet,) pit diameters shall be 1-1/2 times the ball root spread.]

### **3.5 PLANTING TIMES AND CONDITIONS**

#### 3.5.1 Deciduous Planting Time

Install deciduous plants prior to leaf-out between October 1 and November 30 or between March 20 and May 30.

#### 3.5.4 Planting Conditions

Planting operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the planting operations, proposed planting times shall be submitted to and approved by the Contracting Officer.

### **3.6 INSTALLATION**

#### 3.6.3 Setting Plants

Plants shall be set plumb and held in position until sufficient soil has been firmly placed around roots or ball. Plants shall be set in relation to surrounding grade so that they are even with the depth at which they were grown in the nursery, or container.

#### 3.6.10 Staking and fencing

##### 3.6.10.2 Two Bracing Stakes – two 6 foot T-post will be used to secure

A minimum of 12 feet of 2 inch by 4 inch by 60 inch fence will be erected around each tree and secured to the T-post.

**3.11 RESTORATION AND CLEAN UP**

3.11.1 Restoration

Turf areas, pavements and facilities that have been damaged from the planting operation shall be restored to original condition at the Contractor's expense.

3.11.2 Clean Up

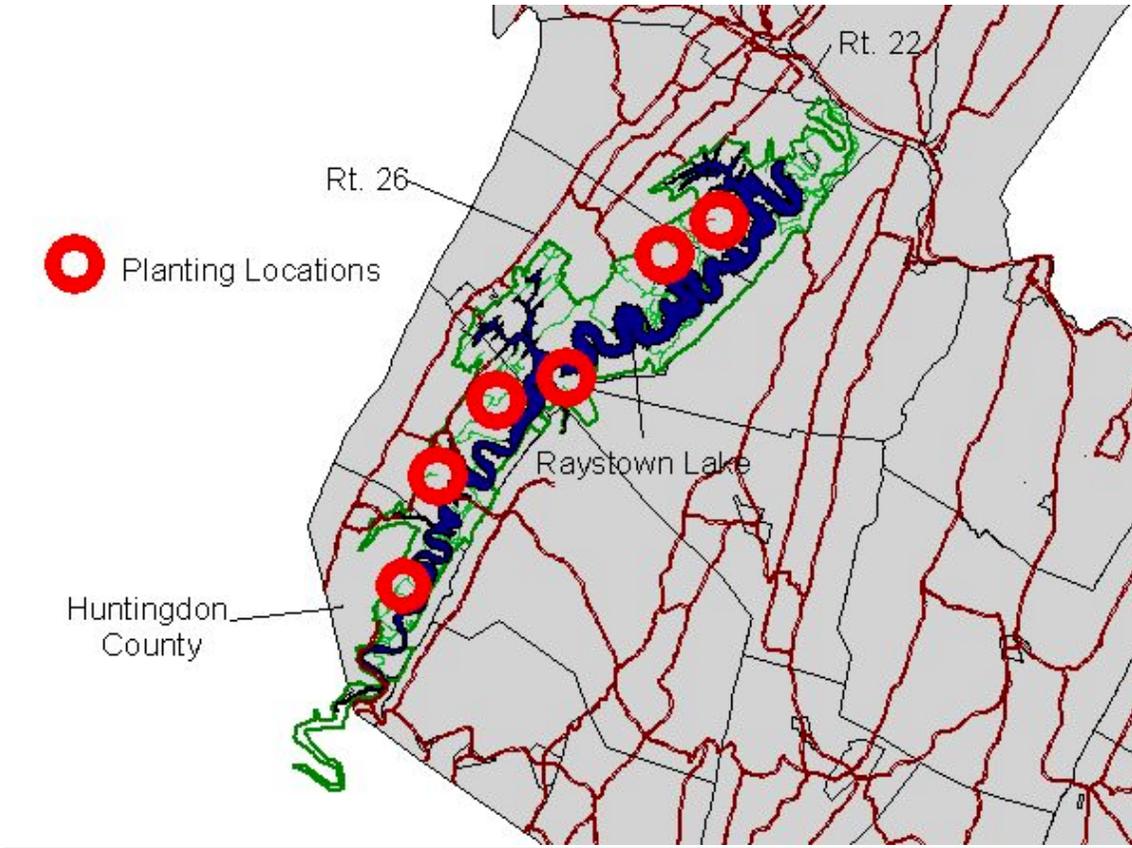
Excess and waste material from the planting operation shall be removed and disposed of off the site. Adjacent paved areas shall be cleared.

**3.13 FINAL ACCEPTANCE**

3.13.2 Final Inspection

A final inspection shall be held by the Contracting Officer to determine that deficiencies have been corrected. Time for the inspection shall be established in writing. Acceptance of the planting operation is subject to the guarantee of plant growth.

Map of Planting Locations.



**Wildlife Tree and shrub planting bid sheet**

	<b>Material</b>	<b>Number</b>	<b>Cost</b>
001	Flowering Pear 5-6' bare root	5	_____
002	Snowdrift Crab-apple 5-6' bare root	13	_____
003	Transscendent Fl. Crab 5-6' bare root	15	_____
004	Seargent Crab-apple 5-6'	15	_____
005	Dolgo Fl. Crab 5-6' bareroot	10	_____
006	Granny Smith Apple 5-6' bareroot	5	_____
007	Banna Apple 5-6' bareroot	5	_____
008	Hawthorne 4' bareroot	20	_____
009	Large spruce 4-5 ft. container	60	_____
010	Large white pine 4-5ft. Container	60	_____
011	Arrowwood Viburnum 2-3 feet multi-branched; minimum 2 gal container.	15	_____
012	Chokecherry 2-3 ft. multi-branched; minimum 2 gal container.	15	_____
013	Alder 2-3 ft. multi-branched; minimum 2 gal container.	15	_____
014	Gray Dogwood 3 ft. multi-branched; minimum 2 gal container.	15	_____
015	Silky Dogwood 3 ft. multi-branched; minimum 2 gal container.	15	_____
016	Flowering Dogwood, 5-6 ft. Mimimum 2 gallon container.	15	_____
017	Hawthorne 2-3 feet, Minimum 2 gallon container.	15	_____
018	Fence 60" 2x4 welded wire (12 ft. per fruit tree)	1056	_____
019	T-post 2 per tree	176	_____
020	tubex shelters	400	_____
021	Installation of trees, fencing and post for larger tree stock.	208	_____
022	Installation of smaller containerized unfenced stock	105	_____
023	Planting seedlings (fall)	10000	_____
024	install shelters (fall)	400	_____
	<b><u>Total Cost</u></b>		_____



**Wildlife Tree and shrub planting bid sheet**

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CCR

DEPARTMENT OF THE ARMY

BALTIMORE DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 1715  
BALTIMORE, MARYLAND 21203-1715

CENAB-CT

June 5, 2002

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central Contractor Registration.

2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.

3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.

4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.

5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at <http://www.ccr.gov/index.cfm>.

Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")

6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.

- Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

CENAB-CT  
SUBJECT: Central Contractor Registration (CCR)

- Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.

7. This memorandum supersedes CENAB-CT memorandum, dated 1 January 2002,  
Subject: Central Contractor Registration (CCR).

*James J. Rich*  
JAMES J. RICH, PhD.  
Chief, Contracting Division