

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3361-8019		PAGE 1 OF 15	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-04-T-0018		6. SOLICITATION ISSUE DATE 22-Jan-2004
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM EPPS			b. TELEPHONE NUMBER (No Collect Calls) 410-962-5610	8. OFFER DUE DATE/LOCAL TIME 03:00 PM 12 Feb 2004	
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX:		CODE W912DR	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 0721 SIZE STANDARD: 6.0M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO RAYSTOWN LAKE PROJECT JEFF KRAUSE RD 1 BOX 222 HESSTON PA 16647 TEL: (814) 658-3405 EXT 236 FAX:		CODE E1R0260	16. ADMINISTERED BY		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
17a. CONTRACTOR/ OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY		CODE		
TEL.		FACILITY CODE	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				
			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
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. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE 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 PARTIAL 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	IMIDACLOPRID INJECTION (1,000 TREES) AT FFP	1	Lump Sum		
	IMIDACLOPRID INJECTION (1,000 TREES) AT RAYSTOWN PER THE ATTACHED STATEMENT OF WORK				
	POC (REQUESTOR) JEFF KRAUSE/DWIGHT BEALL (814)658-3405, EXT. 236				
	POC (VENDOR)				
	POC (CONTRACTING OFFICE) WILLIAM EPPS (410)962-5610				
	****NOTE: ALL QUESTION SHALL BE SUBMITTED VIA EMAIL TO MY ATTENTION AT TONY.EPPS@USACE.ARMY.MIL. NO PHONE OR FAX REQUEST FOR COPIES OF THIS SOLICITATION WILL BE ACCEPTED.****				
	***** ALL BID PROPOSAL SHALL BE MAILED TO THE U.S. ARMY CORPS OF ENGINEERS, CONTRACTING DIVISION, ATTN: WILLIAM EPPS, 10 SOUTH HOWARD STREET, BALTIMORE, MD 21201-2530 OR FAXED TO MY ATTENTION AT (410)962-0933 *****				
	PURCHASE REQUEST NUMBER: W81W3G-3361-8019				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PSEUDOSCYMNUS INNOCULATION (5,000 FFP)	1	Lump Sum		
	PSEUDOSCYMNUS INNOCULATION (5,000 BEETLES) AT RAYSTOWN PER THE ATTACHED STATEMENT OF WORK				
	PURCHASE REQUEST NUMBER: W81W3G-3361-8019				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	AERIAL FERTILIZER APPLICATION (4 SITES, FFP AERIAL FERTILIZER APPLICATION (4 SITES, 30 ACRES TOTAL) AT RAYSTOWN PER THE ATTACHED STATEMENT OF WORK PURCHASE REQUEST NUMBER: W81W3G-3361-8019	1	Lump Sum		

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2004 TO 01-JUN-2004	N/A	RAYSTOWN LAKE PROJECT JEFF KRAUSE RD 1 BOX 222 HESSTON PA 16647 (814) 658-3405 EXT 236 FOB: Destination	E1R0260
0002	POP 01-APR-2004 TO 01-JUN-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0003	POP 01-APR-2004 TO 01-JUN-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (Jun 2003) Alternate I	APR 2002
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	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 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.232-7003	Electronic Submission of Payment Requests	DEC 2003
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).
- (2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and

commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

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

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003) (DEVIATION)

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

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

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 115112.

(2) The small business size standard is 6.0M.

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

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

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

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

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

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

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

(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; or

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

(d) Notice.

(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.

(End of provision)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Pilot @ \$23.22
Co-Pilot @ \$19.19

(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](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](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 (DEC 2003) (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 (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (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 (APR 2003)
(a) Definitions. Domestic end product, foreign end product, qualifying country, 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. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (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:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

WAGE RATE

The Wage Determination Decision of the Secretary of Labor is applicable for this service,

but not currently available. When the wage rates are received, they will be incorporated by amendment/modification.

CCF

**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

Section C-1
Descriptions / Specifications
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C.1. INTRODUCTION

Raystown Lake is a 30,000 acre U.S. Army Corps of Engineers (USACE) project located in south central Pennsylvania, approximately 40 miles south of State College and 30 miles east of Altoona (Figure 1). The USACE has developed an integrated approach to the management of hemlock woolly adelgid at Raystown Lake. The purpose of the program is to maintain the biological diversity of the project area through the long-term maintenance of hemlock health. Hemlocks are important recreational and aesthetic components of Raystown Lake and the Corps has taken special care to protect the largest and most visible specimens.

Offers are solicited by the U.S. Army Corps of Engineers for Hemlock woolly adelgid treatment at Raystown Lake. Treatment will include insecticide treatments, biological control with beetles and aerial applications of fertilizers.

The U.S. Forest Service will work in cooperation with the U.S. Army Corps of Engineers to review all technical aspects of this contract. The Corps will remain responsible for the final review of this contract. Spray aircraft are required to be equipped with properly functioning Differentially Corrected Global Positioning Systems (DGPS) to assist in aircraft guidance and flight recording.

C.2. GENERAL STIPULATIONS

C.2.1. Scope Of Agreement - It is the purpose and intent of this document to provide specifications for aircraft, insecticide, equipment, application, and other operational requirements necessary for a properly prepared and executed Agreement and for securing properly certificated and approved aircraft, dispersal systems, service facilities, qualified ground personnel, and FAA certificated and qualified pilots capable of making a proper aerial application of fertilizer and performing necessary related functions.

- Hemlocks should only be treated under the direction of a certified arborist and Commonwealth of Pennsylvania commercial pesticide applicator approved in category 06. Applicator must be experienced with the usage of the wedgle tree injection system.
- Most trees on the site are accessible only by boat. The contractor is responsible for providing safe and legal access to each forest stand and individual tree.
- Some trees are on very steep slopes and may require safety harnesses and ropes to access properly. The contractor is responsible for the provision and operation of all accessory equipment needed to safely reach trees.
- In order to accommodate safety concerns on the lake and on steep slopes, the Corps requires all contractors to work in teams of at least two people.

C.2.2. Areas To Be Treated - (See Figure 2).

Stand	New Growth	DBH	Adelgid Infestation	Treatment*
Stand 1	None/light	18-30 in.	Moderate/heavy	Injection 300 trees 5,000 beetles Nutrient
Stand 2	Moderate	18-30 in.	Heavy	Injection 170 trees 5,000 beetles Nutrient
Stand 3	Moderate	18-30 in.	Heavy	Injection 150 trees
Stand 4	Moderate	18-20 in.	Heavy	Injection 50 trees
Stand 6	Moderate	14-18 in.	Moderate/heavy	Injection 20 trees
Stand 7	Moderate	18-30 in.	Moderate/heavy	Injection 50 trees 5,000 beetles
Stand 8	Low	12-24 in.	Heavy	Injection 10 trees 5,000 beetles
Stand 9	Low	12-24	Heavy	Injection 60 trees Nutrient
Stand 10	Low	12-24	Heavy	Injection 40 trees
Misc. Scattered trees	NA	12-30	Light	150 trees

* Actual treatment may vary depending on tree mortality, winter mortality of adelgids and availability of beetles. Payment will only be for actual treatments.

C.2.3. Starting Date - Weather conditions which influence insect hatch and tree foliage development determine the specific starting date for the contract. Estimated starting date is April 1, 2004 for all phases dependent on climatic conditions and leaf-out. The contractor will be given at least one-week notice prior to the actual starting date.

It is the contractor's responsibility to test trees for physiological readiness to accept chemical injections. The Corps is not responsible for multiple trips required because of the refusal of trees to accept injections.

C.2.4. Environmental Assessment – An environmental assessment has been completed for this proposed suppression activity by the Forest Service and is on file at the Ranger Office. In the event that it is determined that this action may cause significant impacts, the contract may be modified in scope or terminated in its entirety.

C.2.5. Pre-Work Conference – There will be a pre-work conference scheduled prior to the start of work after the perspective bid is awarded. All items identified in this contract to be supplied to the Government should be brought to this meeting.

C.3. AWARDING CONTRACT

C.3.1. Conditions To Be Met - In order for this contract to be properly executed all conditions of the specifications must be met by the Contractor. The contract must be able to provide the services and material described within the critical time periods outlined.

C.3.2. Withdrawal Of Award - If it is determined that the lowest bidder is unable to meet the requirements and specifications described within the enclosed contract then the award will be withdrawn from the lowest bidder and the contract awarded to the lowest responsible bidder.

C.4. OBLIGATIONS OF THE CONTRACTOR

C.4.1. General - The Contractor is obligated to furnish rotary-wing spray aircraft equipped with DGPS, support equipment, and personnel necessary to apply an insecticide application in accordance with the Invitation to Bid, the Contract Specifications, and the Contract Agreement. Other sections in these contract specifications give more specific information on the equipment, and personnel required.

C.4.2. Maintenance – In the event of equipment failure the Contractor must have all parts and equipment necessary for the execution of this contract repaired for use by the next calendar day. Failure to repair equipment resulting in excessive delays may be reason for deductions or default of this contract (see C.13.1). Only emergency repairs are permitted during scheduled spray hours. Routine maintenance must be conducted only at times that will not interfere with the spray operation. Care must be taken to prevent leakage of pesticide equipment at all times.

C.4.3. Security - Background checks of contractors may be conducted prior to start of work. This contract does not permit access in any areas that are currently restricted from the public.

C.4.4. Field Expenses and Transportation - Costs incurred in the operation and maintenance of all contractor equipment is the responsibility of the Contractor. Expenses incurred by all Contractor personnel including arrangements for food, lodging, and transportation are the responsibility of the Contractor. The Contractor is responsible for providing a means of ground transportation for Contractor personnel.

C.4.5. Spill Cleanup - The Contractor shall coordinate the locations for mixing and preparing pesticides with the Government. A spill containment system will be properly used during all mixing operations and shall be approved in advance. The contractor shall notify the Manager, Raystown Lake immediately of any noncontained pesticide spill and take appropriate action to mitigate the spill and decontaminate the site. The contractor will be responsible for all cleanup activity and costs resulting from any contamination caused by the accidental or intentional spilling, leakage, or dumping of insecticide, fuel, oil, or any other contaminant.

C.4.6. Safety - The contractor must conduct all operations pertaining to this contract in a safe and reasonable manner. The contractor must have a well defined, written safety plan to be submitted at the pre-work conference (C.2.6.). Included, as a part of the safety plan must be all appropriate activity hazard analysis forms as defined in Section 1 of EM 385-1-1. The Contractor must provide all safety equipment unless otherwise specified including, but not limited to, properly sized and coded fire extinguishers, spill containment materials and supplies, and all personal safety equipment. The Contractor must follow all general pesticide handling safety procedures and all special procedures for the specific material being used. Contractor personnel are required to conduct themselves in a safe manner at all times. The Contractor must comply with all applicable sections of EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual at <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

C.5. OBLIGATIONS OF THE GOVERNMENT

C.5.1. Government Personnel - The Government, through the U.S. Army Corps of Engineers and the U.S. Forest Service, will furnish personnel to provide quality assurance and quality control.

C.5.2. Maps - The Government will supply copies of 7 1/2 minute USGS topographic quadrangle maps, aerial photographs or other acceptable GIS mapping.

C.6. INSECTICIDES

C.6.1. Purchasing, Storage, Transportation - The Contractor must purchase the insecticide used on this project, pay all applicable sales and use taxes, and arrange for delivery of the product.

C.6.2. MSDS - The Contractor must provide the Government a copy of the Material Safety Data Sheet used throughout the course of the project for any insecticide or other materials requiring an MSDS, which are supplied by the Contractor for the project. This information must be supplied at the pre-work conference (C.2.6.).

C.6.3. Acceptable Pesticide Formulations - Treatments will occur with Pointer R (at 5% imidacloprid) utilizing a wedge tree injection system or equivalent mechanism.

C.6.4. Container Disposal - The Contractor is responsible for the proper disposal of all insecticide containers as specified on the product label.

C.6.5 Agency Approval – Contractor must provide chemical label and approval from appropriate state agencies that the insecticide is approved for the use specified.

C.7. BEETLE INNOCULATION

C.7.1_ Only *Pseudoscymnus tsugae* (Coleoptera: Coccinellidae) beetles or other species approved by the U.S. Forest Service may be used for beetle inoculations. If the U.S. Forest Service can provide beetles, the contractor will be paid for labor for inoculations at a pro-rated cost.

C.7.2 Adult beetles must be delivered by the contractor for release in quantities of no less than 5,000 at one time within a specific location.

C.7.3 At least 500 adult Pt beetles must be placed on a release tree within a specific location. Beetles shall be delivered on fresh hemlock boughs with an adequate food supply (HWA).

C.7.4 Beetles must be shipped within 24 hours of collection from rearing containers.

C.7.5 Direct counts of beetles are not necessary if the criteria for estimation procedures approved by the U.S. Forest Service are met.

C.7.6 Release tree locations will be selected in cooperation with representatives from the USACE.

C.7.7 All shipments shall be received no later than June 1, 2004.

C.7.8 Beetles are recommended for Stands 1, 2, 7 and 8. All four stands are heavily infested with adelgid and include areas with very steep slopes. The trees have moderate new growth and a DBH of 18-30 inches.

C.8. NUTRIENT APPLICATIONS

C.8.1 The fertilizer should be aerial applied after trees break dormancy in mid April to May.

C.8.2 The fertilizer in a mix of Nitro + K (22-0-16 82% SRN) and Micrel Total (eight nutrients).

C.8.3 The Nitro+K is applied at 2 gallons per acre with 2.4 quarts of Micrel Total in 2 gallons of water.

C.8.4 The nutrients in the Micrel Total will be determined after the trees are sampled and analyzed because the fertilizer mixture is made specifically for what the trees need.

C.8.5. The contractor must provide evidence that the nutrient applications have been approved by appropriate state agencies for use in the Juniata River Watershed.

C.8.6. The ferterlizer mix and mirconutrients will be based on analysis of the hemlock leaves to be treated. This analysis will be conducted by the contractor and bid cost should reflect this analysis cost.

C.9. CONTRACTOR PERSONNEL

C.9.1. Project Supervisor - The Contractor must designate one of its personnel to serve as the on-site project supervisor and to represent the company in all contractual matters that require prompt attention.

C.9.2. Support Personnel - The Contractor must supply sufficient numbers of properly trained employees to operate all necessary support vehicles, boats, and the ability to operate and maintain the equipment used to transfer insecticides.

C.10. WARRANTY

The USACE will inspect trees in the summer of 2004. It is anticipated that HWA will be largely absent from injected trees. If the USACE observes individual trees with greater than a 25 percent infestation of accessible branch tips with at least 50 percent occupancy of live sistens adults in July 2004, then the treatments will be considered a failure and the contractor will be required to re-inject specific trees during the next immediate treatment window.

C.11. INSURANCE REQUIREMENTS

- (A) General Requirements - The Contractor must maintain liability insurance protecting the Government, and the Contractor from claims regarding damage to persons and property from activities in connection with performance under this contract, including operation of aircraft, equipment and vehicles.
- (B) Coverage's and Limits - 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.

<u>Type</u>	<u>Amount</u>
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.

C.12. INSPECTION, DEDUCTIONS, AND DEFAULTS

C.12.1. Inspection

C.12.1.1. Contractor performance will be evaluated with emphasis in the following areas:

- a. Proper conduct in dealing with Government officials and the visiting public.
- b. Compliance with specifications.
- c. Safety procedures.
- d. Number and frequency of valid visitor complaints.

C.12.1.2. Inspection will be accomplished by Government personnel using a sampling method of inspection.

C.12.2. Deductions

C.12.2.1. Introduction - Due to the behavior of HWA, the amount of time during which successful treatment can be made is limited. For this reason, delays caused by the Contractor during periods of acceptable spray conditions are potentially damaging to the outcome of the program. In addition, such delays are costly to the Government and therefore subject to the assessment of agreed damages for failure to perform. Repeated occurrences of failure to perform actions are sufficient grounds for contract termination and removing the Contractor's name from the list of acceptable bidders for future projects.

The Contractor is not liable for agreed damages if the failure to meet the terms of the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires Floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

C.12.2.2. Defective Service - If the services are found to be defective in workmanship or otherwise not in conformity with the specifications and requirements of the contract, the Government shall have the right to reject such service.

C.12.2.3. Damage to Facilities - Damage to Government facilities should be minimized. Any damage to Government facilities deemed to have been caused by contractor negligence shall be (1) corrected in a timely fashion by the contractor, (2) corrected by the Government or another contractor and deducted from the contractor pay estimate, or (3) settled in an appropriate and timely fashion through the contractor's insurance carrier.

C.12.3. Default

C.12.3.1. Default of the contract shall be considered for various reasons relating to nonperformance of the contractual specifications. Following is a partial listing of reasons for which default may be considered:

- a. Failure to provide items and services identified in the contract.
- b. Nonperformance.
- c. Repetitive safety violations.
- d. Abnormally high amounts of inflicted damage to Government facilities or private property.

C.12.3.2. Contractor employee actions or conduct deemed inappropriate by the contracting officer will be grounds for the immediate cancellation of the contract. Other contractor actions that would result in immediate dismissal would include but not be limited to the following:

- a. Intoxication while on duty.
- b. Repeated safety violations.
- c. Cursing or harassment of visitors.
- d. Theft of money or supplies.
- e. Unprovoked physical contact with visitors, Corps personnel, or other Government Contractors.

C.13. INVOICES AND PAYMENT

C.13.1. Payment for this contract will be based on actual treatment. Contractor must supply the Government a summary sheet showing all treated areas, type of insecticide applied, and amount of insecticide applied.

C.13.2. Payment for this contract will be processed in a lump sum payment upon the satisfactory completion in accordance with the specifications listed above. No payment shall be received for services not rendered. Payments may be adjusted based on “C.12. Inspections, Deductions and Default”. Incorrect invoices will be returned to the contractor for correction before the pay estimate is processed for payment.

Figure 1

General Location Mp of Raystown Lake

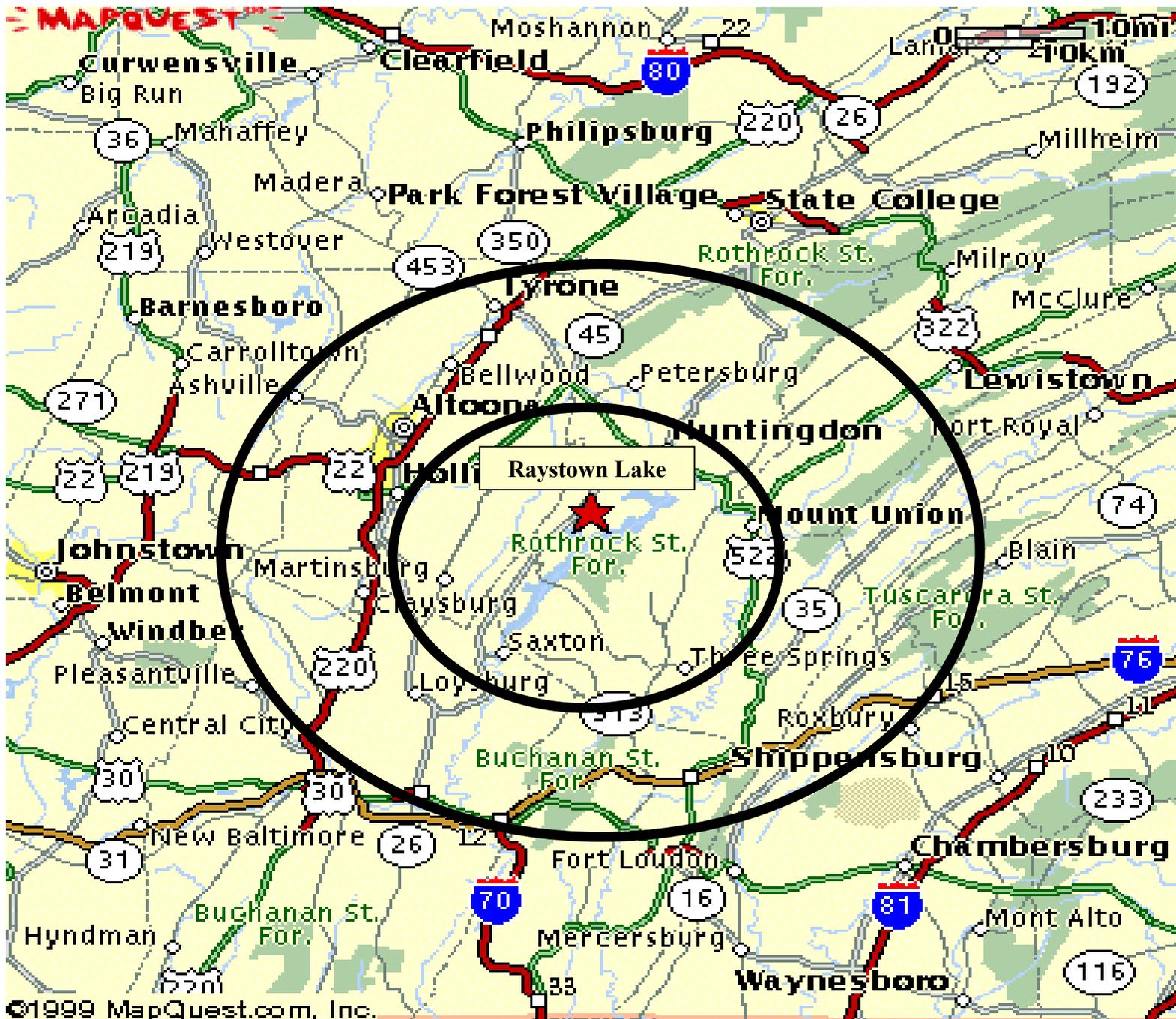
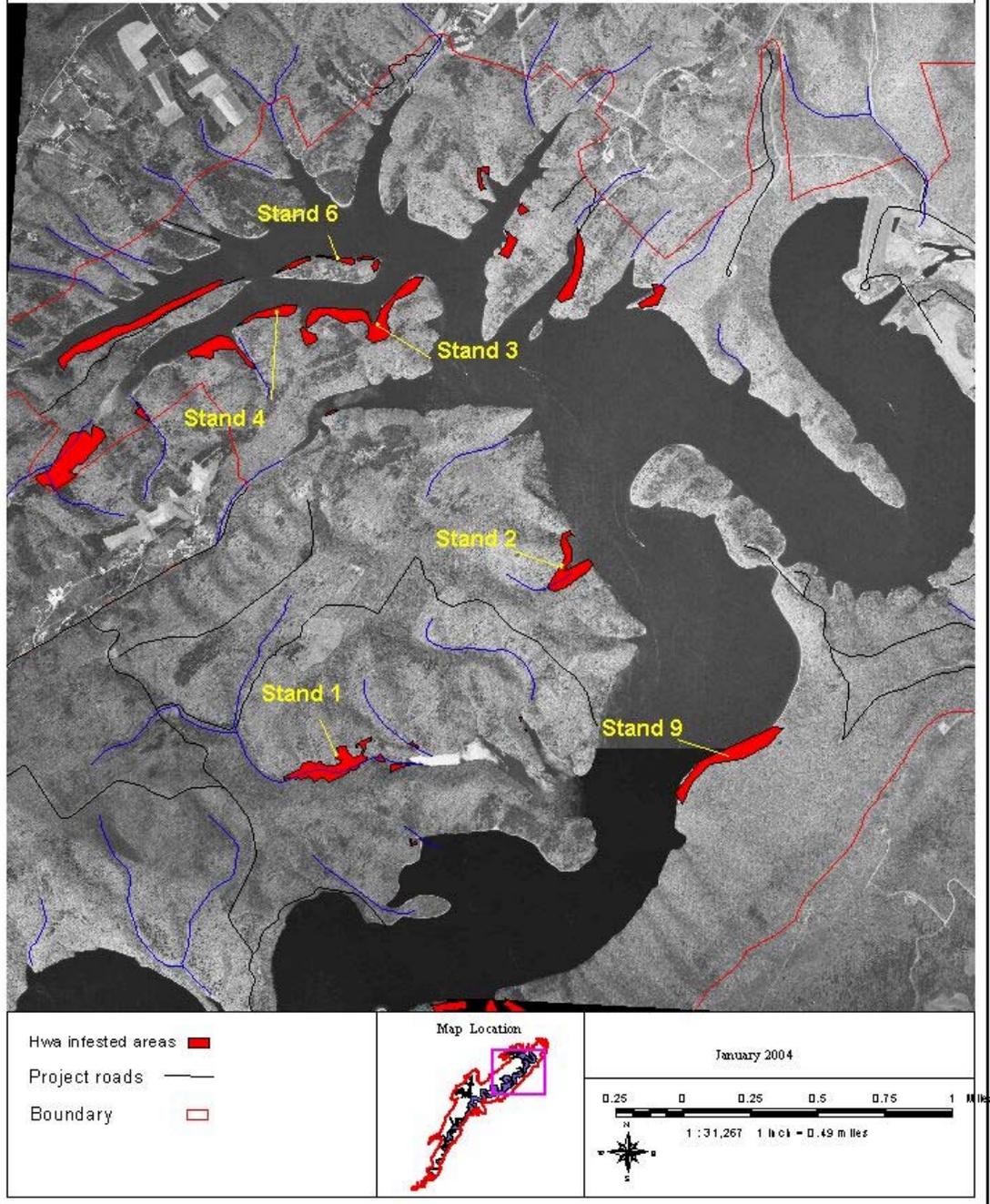
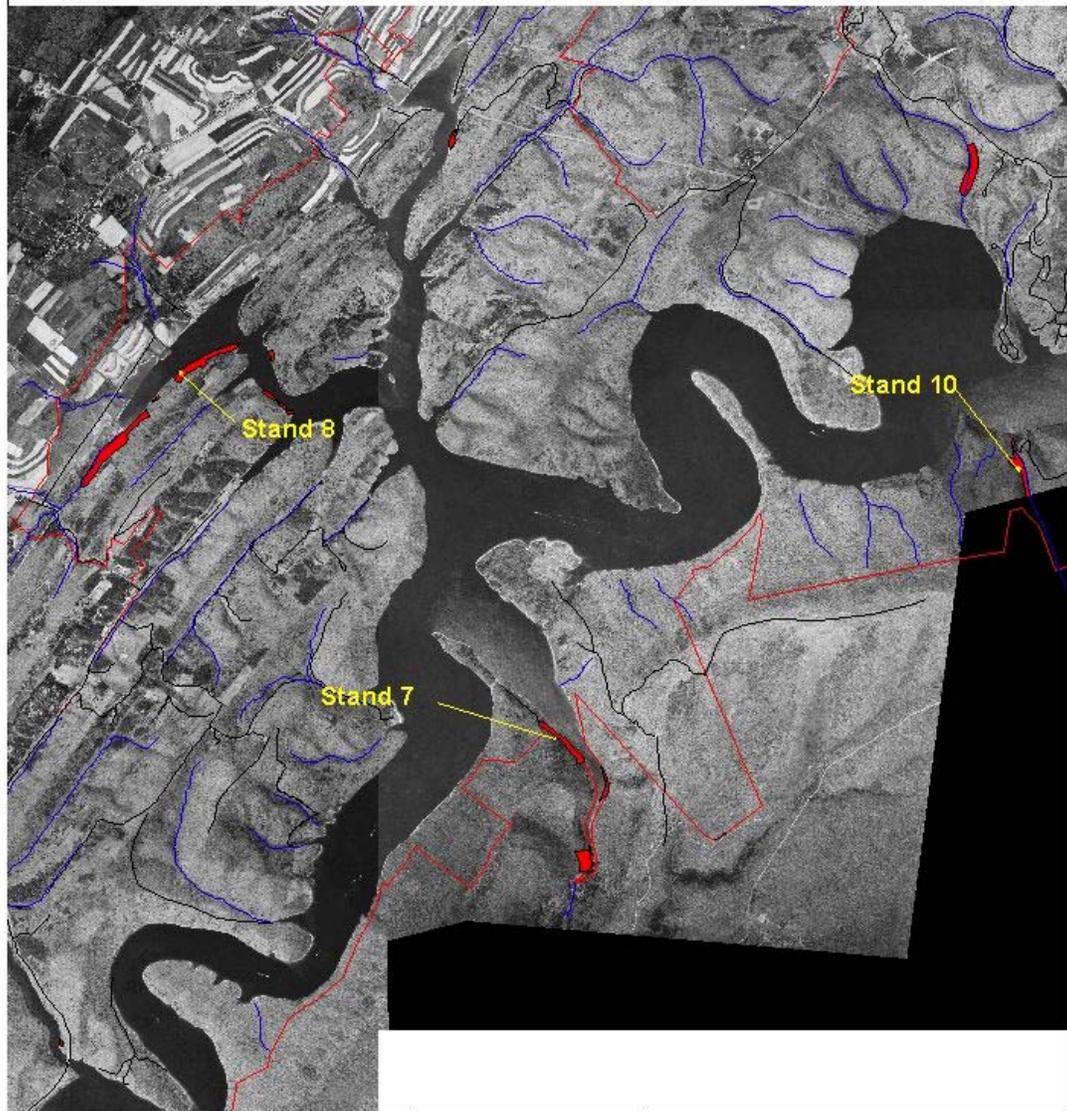


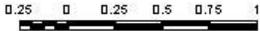
Figure 2. Hemlock Woolly Adelgid Treatment
 Raystown Lake - North Treatments



Plot date: December 22, 2003 z:\data\projects\p\projects\ade\gld.apr

Figure 3. Hemlock Woolly Adelgid Treatments
Raystown Lake - South Treatments



Hwa infested areas 	Map Location	January 2004
Project roads 		
Boundary 		1 : 48,644 1 inch = 0.77 miles
		

Plot date: December 22, 2003 z:\data\projects\projects\ade\gkl.apr

Bid Sheet

For services of a contractor to supply all labor, equipment, materials, and accessories necessary to inject 703 trees in accordance with Sec. C-Description/Spec/Work Statement.

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
01	Inject 1,000 trees with imidacloprid. insecticide at Raystown Lake.	1	LS	\$ _____.
02	Innoculate 4 areas with 5,000 beetles <i>Pseudoscymnus</i> beetles.	1	LS	\$ _____.
03	Complete aerial fertilizer application at 4 different sites for a total of 30 acres	1	LS	\$ _____.
Total				\$ _____.

Bidders List

ECOSCIENTIFIC SOLUTIONS LLC
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Scranton, PA 18505
Phone: (570) 496-1000
Fax: (570) 496-1001
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Email -- sgrassano@ecoscientificsolutions.com

Bartlett Tree Experts
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