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PART I - THE SCHEDULE

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

SECTION A - SOLICITATION/CONTRACT FORM

(insert SF 114 here)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

1. **Description of Services:** The contractor shall provide all management, supervision, labor, materials, supplies and equipment (except as specifically designated "provided by the Government") and shall plan, schedule, coordinate and assure effective completion of all contract requirements described herein.

2. **Locations:** (Optionally list all locations in Section J and delete this part.)

A. **(Name and Address of a location for pickup.)**

Points of contact: (Name) (COTR), GSA, Phone number; and (Name) (COR), GSA, Phone Number. **(Add any special requirements for containers or warnings on loading dock limitations.)**

B. **(Name and Address of a location for pickup.)**

Points of contact: (Name) (COTR), GSA, Phone number; and (Name) (COR), GSA, Phone Number.

C. **(Name and Address of a location for pickup.)**

Points of contact: (Name) (COTR), GSA, Phone number; and (Name) (COR), GSA, Phone Number.

D. **(Repeat above as needed.)**

3. **Bid/Offer:** All costs associated with the collection and handling of recyclable materials shall be included in the proposal for the specified period of performance. In this case, performance period is one year (except when extended under the terms and conditions of the contract). Bid prices shall **not** be less than 1% of the **Official Board Market** rates. Bid prices **may exceed** 100% of the **Official Board Market** rates. Contractor will guarantee a minimum price of one dollar (\$1.00) per ton on all grades of paper for the period of this contract.

NOTE TO OFFERORS:

- i. This solicitation should be read in its entirety to ensure that the Offeror is fully cognizant of all contract requirements.
- ii. Offerors are cautioned to pay particular attention to the definitions provided in Part III, Section J, Exhibit 3
- iii. Estimated tonnage' of the offered wastepaper is based on the best information available to the Government at the time of issuance of this invitation for bid. The Government does not guarantee these estimated weights. The General Services Administration (GSA) will bill the Contractor for the net weight of recyclable materials removed from the designated pickup locations.

A. Base Bid for Initial One-Year Period

<u>MATERIAL GRADES AND TYPES</u>	<u>ANNUAL QUANTITIES</u> (ESTIMATED For the above # locations combined)	<u>PERCENTAGE</u> <u>OF OBM PRICE</u> <u>PAID TO GOV'T.</u>
(1) Sorted White Ledger (Office Mix)	___ tons	Use One Percentage Bid for all materials.
(2) Mixed Paper	___ tons	
(3) Cardboard	___ tons	
(4) _____	___ tons	

Percentage bid price (per ton) ___ %

B. Bid for First Option Period (Second Year)

<u>MATERIAL GRADES AND TYPES</u>	<u>ANNUAL QUANTITIES</u> (ESTIMATED For the above # locations combined)	<u>PERCENTAGE</u> <u>OF OBM PRICE</u> <u>PAID TO GOV'T.</u>
(1) Sorted White Ledger (Office Mix)	___ tons	Use One Percentage Bid for all materials.
(2) Mixed Paper	___ tons	
(3) Cardboard	___ tons	
(4) _____	___ tons	

Percentage bid price (per ton) ___ %

C. Bid for Second Option Period (Third Year)

<u>MATERIAL GRADES AND TYPES</u>	<u>ANNUAL QUANTITIES</u> (ESTIMATED For the above # locations combined)	<u>PERCENTAGE</u> <u>OF OBM PRICE</u> <u>PAID TO GOV'T.</u>
(1) Sorted White Ledger (Office Mix)	___ tons	Use One Percentage Bid for all materials.
(2) Mixed Paper	___ tons	
(3) Cardboard	___ tons	
(4) _____	___ tons	

Percentage bid price (per ton) ___ %

PART I

SECTION C - DESCRIPTION/SPECIFICATION

1. Scope of Work:

A. This solicitation is for interested parties who wish to submit offers for the purchase and removal of accumulations of recyclable materials generated at locations listed in Part I, Section B.2. Contractors are invited, urged, and cautioned to inspect the property prior to submitting an offer. Interested parties should contact the person(s) listed in Part I, Section B - Locations, or the CO if there is no one listed, to arrange for site(s) visit. Failure to visit site(s) will be at the risk of the Contractor.

B. Locations may be added during the contract period in accordance with the contract terms and conditions, and subject to the mutual agreement of the Contractor and the Contracting Officer.

2. Term Of Contract:

The term of the sale of this contract will be **(insert number of years for the base period and any option periods)** beginning upon date of notice of award. At the option of the Government, with the consent of the contractor, the contract may be extended on a month to month basis after the end of the final option period.

3. COMPLIANCE WITH RECYCLING LAWS AND REGULATIONS:

The Contractor shall comply with all Federal, State, county, and local laws and regulations pertaining to the transport, processing, and sale of recyclable materials. Prior to contract start date, the Contractor shall obtain any and all necessary permits, registrations, and licenses for recycling for the jurisdiction in which services are to be performed.

4. RESTRICTION ON USE OF RECYCLABLE PAPER:

Recyclable paper purchased under this contract shall be used or sold as recyclable paper only. The Contractor shall not use, allow access to, or offer for resale any papers, documents, file record material or any other form of records as files, records, or for the information contained therein.

5. Terms Of Referral:

For purposes of this contract the following terms and abbreviations apply:

- A. **CO** - Contracting Officer
- B. **COR** - Contracting Officer's Representative
- C. **COTR** - Contracting Officer's Technical Representative.(also known as the authorized agency representative)

- D. **Recyclable Materials** - Referencing all materials to be collected and sold under this contract as identified in Part I, Section B and defined in Section J, Exhibit 3 - Definitions.
- E. **Recyclable Material Delivery Ticket** - A term used to identify the tracking mechanism being used by the Government to record the pickup of recyclable material from any location in this contract. A sample of the form being used can be found in Part 3, Section J, Exhibit 5.

6. Contractor Responsibilities For Government Property:

- A. **Responsibility for Government Property:** The Contractor assumes full responsibility for, and shall indemnify the Government from, all loss or damage to any and all Government property, including any equipment, supplies, accessories, or parts furnished to the Contractor while in the performance of this contract. This includes repairs or services performed under the terms of this contract, resulting in whole, or in part, from the negligent acts or omissions of the Contractor or the Contractor's subcontractors.
- B. **Hold Harmless and Indemnification Agreement:** The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claim, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee or agent, or representative of the Contractor or subcontractor.
- C. **Damage to Government Property from Causes Other than Contractor's Negligence:** Nothing in paragraphs 6.A. and 6.B. above, shall be considered to preclude the Government from receiving the benefit of any insurance the Contractor may carry which provides for indemnification for loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction of, or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for loss of, destruction of, or damage to Government property, and upon request of the CO shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and execution of instruments of assignment in favor of the Government) in obtaining recovery.

7. Provisions Of Storage Containers:

The Contractor will provide the necessary containers and equipment for the consolidation and storage of paper prior to pickup. Specific containers and other equipment will be coordinated through and with the approval of the COR and/or the COTR's. **The Contractor must inspect all building locations in order to identify specific limitations and requirements of the materials storage and loading dock areas.** The Contractor will be responsible for loading and unloading of storage containers, pallets, etc.

The containers must be kept free from holes, vermin or foreign matter which might cause injury, stain clothing or furniture, or contaminate the grade of wastepaper.

The Contractor will be responsible for delivery of the containers and any necessary equipment at the start of the contract and as required during the term of the contract, and for removal of same at the termination of the contract. All storage containers and other necessary equipment remain the Contractor's property.

8. Removal Of Property:

The Contractor shall accomplish removal of the recyclable materials within the prescribed time period, as shown under Paragraph 8.D. below, and furnish all necessary labor, materials and transportation for loading and removal of the recyclable materials.

A. Normal Pickups: Removal of recyclable materials will occur during normal operating hours of the building from which the materials are being removed, unless otherwise defined in this specification. There will be no pickups required on Saturdays, Sundays and Federal holidays.

B. Special Pickups: Some locations may have limits on maximum truck height clearances which will require the Contractor to verify clearances at each pickup site.

C. Minimum Pickup Quantities: Under normal circumstances, the Contractor will be called for pickup when at least one-half (1/2) the recyclable paper bins are full. However, the Contractor will have the option of removing smaller quantities of recyclable paper materials from containers at the Contractor's discretion and without the consent of the COR/COTR.

D. Pickup Schedules: The Contractor shall remove the recyclable materials within two (2) working days after the date of notice from a holding agency. The Contractor shall schedule the removal of all containers so no facility is without a container for more than 3 hours. As pickup patterns develop, the Contractor, in conjunction with the user agencies, will schedule locations on a regular basis and as often as necessary to avoid potentially unsafe accumulations of recyclable materials. A complete listing of the holding agency's authorized representatives (COTR's and their associates) will be provided to the Contractor by contract start date. Failure by the Contractor to remove the recyclable materials from, or return containers to, a facility within the time specified or failure to comply with all other terms of the contract may result in the Contractor's default in performance of this contract.

E. Building Pickup Locations: The Contractor shall pick up recyclable materials from the building loading dock or designated recyclable materials holding room/area, or other area as approved by the COR or COTR. The Contractor shall leave the service area at each building where recyclable materials are picked up in a clean and orderly condition (see Part III, Section J, Exhibit 1 and 2, for any site specific loading dock requirements).

F. Loading: The Contractor shall physically transport and load wheeled containers, carts, bales, or other containers from the holding room to the pickup vehicle.

G. Transportation Responsibility: All recyclable materials shall be secured in such a manner by the Contractor as to prevent such from dropping off the conveyance while being transported.

9. Weighing:

The contractor shall weigh the recyclable materials containers within 24 hours after pickup on any day of the week except weekends and legal Federal holidays. The contractor shall arrange for and pay all expenses of weighing on certified scales or other scales acceptable to the CO, including Government owned scales where available.

All Contractor trucks shall be weighed empty en route to the designated pickup location(s), with the exception that only those trucks used by the Contractor to make regular pickups need only be weighed empty twice annually. These tare weights shall be recorded on the Recyclable Material Delivery Ticket and supported by a certified scale ticket for each weighing.

If a truck contains more than one type of recyclable container, the description and weight of each container shall be recorded on the Recyclable Material Delivery Ticket. The appropriate Delivery Ticket number shall be stated on all scale tickets and attached.

(A) Weighing Recyclable Paper on Certified or Government Scales:

Weighing shall be performed on Government scales whenever available. If Government scales are not available, the Contractor may use the Contractor's own certified scales or other scales identified by the COR as acceptable.

NOTE: Under this method, the Government reserves the right to require the Contractor to use certified scales other than the Contractor's own to weigh all grades of recyclable materials. If this occurs, the Government will notify the Contractor in writing 30 days prior to this requirement. An independent weighmaster shall record the weight of the recyclable materials removed on the Recyclable Material Delivery Ticket, and attach a weight slip to each Ticket.

Scale Tickets: Scale tickets ("weight slips") must be provided, regardless of the scale used, and shall be submitted along with the Recyclable Material Delivery Ticket(s) in accordance with Part 3, Section J - Exhibit 5. The Government reserves the right to spot check the Contractor's weighing procedures without advance notification to the Contractor.

(B) Formula for Determining Net Weight: The net weight per Recyclable Material Delivery Ticket will be determined by the following formula:

$$\text{Net Weight} = \text{Gross Weight} - (\text{Tare Weight} + \text{Container Weight})$$

$$\text{Tare Weight} = \text{Weight of the empty truck}$$

Gross Weight = Total of the tare weight plus the weight of the truck's load

Container Weight = Weight of any hampers, carts, Gaylord's, or pallets used to contain the recyclable materials

(C) Recording the Net Weight: The Contractor shall record the gross weight, tare weight, and net weight of each pickup on the Recyclable Material Delivery Ticket, and attach a certified weight slip. The net weight will be the weight the Government uses to bill the Contractor.

(D) Weighing Individual Containers and Bales: The Contractor may choose to weigh each container individually, in which case the weight of the truck would be unnecessary and the tare weight, as listed on the Recyclable Material Delivery Ticket, would be the weight of the containers. When weighing bales or Gaylord's of paper material, the Contractor may include the pallet as part of the tare weight.

(E) Partially Filled Containers: Any partially filled containers removed from a service location will be marked as the nearest fraction (1/2 or 3/4) on the Recyclable Material Deliver Ticket, at the time of pickup.

Weighmaster Certification: The Contractor shall have Copies #1 and #2 of the Recyclable Material Delivery Ticket signed and noted, or stamped, with the date, hour, and weight by the weighmaster subsequent to the weighing of the loaded truck or individual containers or bales.

(F) Official Weight Method: Within the first two (2) months an official weight per container, and per type of recyclable material, **(and Optionally per location)** may be established and agreed to by the CO and the Contractor. This official weight shall be established by either using historical weights (previously confirmed by actual weights), or by weighing each container on the government's, or contractor's, properly calibrated scale with a weight ticket being automatically generated by the scale for each container. An official weight of empty containers and pallets will be agreed upon between the CO and the Contractor. The Contractor will note on the tickets to indicate type of container and type of recyclable material.

(G) Formula for Determining Net Weight: The Government will use the following formula to determine the net weight of material picked up:

$$\text{Net Weight} = (\text{Official Weight}) \times (\text{Number of Containers})$$

10. Rejection Of Property And/Or Grade:

In the event that the contractor refuses to accept and pick up an accumulation of recyclable materials, or claims an adjustment is necessary after pickup regarding such an accumulation, on the basis that the accumulation does not properly qualify for the grade

nominated, the COR shall be notified immediately by telephone, followed by a letter of confirmation within two (2) working days of the rejection or claimed adjustment. The COR shall provide for inspection by the Government and, in the absence of agreement between the Government and contractor, shall notify the CO of the COR's determination. The CO shall make the final decision as to quality and grade.

The Contractor shall not downgrade the load, after the agency representative has entered the grade of material on the form, without the authorization of the COR. The Contractor must notify the COR of alleged contamination before downgrading any loads. Notification shall occur by facsimile or written correspondence. The COR will then determine if downgrading is allowed, and notify the CO of his determination. The CO, if in agreement with the COR, shall notify the Contractor of the determination by facsimile or written correspondence. Failure by the Contractor to notify the COR of a downgrade will result in reinstatement of the grade the agency representative originally entered.

In the event that the COR agrees that the accumulation does not properly qualify for the grade nominated, it will be downgraded or the reasonable cost of removing outthrows above the specified levels as determined by a mutual written agreement between the Government and the Contractor, and in the absence of agreement, as decided by the CO, will be deducted from the amount due to the Government by the Contractor. Decisions of the CO made pursuant to this clause shall be subject to the Contract Disputes Act of 1978, Public Law 95-563, copies of which are available from the GSA Contracting Officer.

All weight tickets will be attached to copy 1 of their corresponding Recyclable Material Delivery Ticket, consolidated by month, and sent to **(insert mailing location of the person responsible for tracking the sales of the recyclable material)**, by the 5th working day of the month following the month in which the pickups were accomplished. Consistently failing to provide weight tickets in a timely manner as specified above could result in a notice of default being issued by the Government.

11. Method Of Establishing Monthly Prices:

A. Calculations for Monthly Statements: The GSA Accounts Receivable Branch (7BCRP) will send a statement to the Contractor for the total net weight of all recyclable materials collected and removed from the service locations under contract during the billing period. A billing price per ton will be determined for each type of recyclable material removed during that month by multiplying the total net weight by the unit price, explained in 11.B., below.

B. Formulas for Monthly Billing and Unit Price: The Government will determine amount it bills the Contractor monthly by using the following formula:

$$\text{Monthly Billing} = (\text{Unit Price}) \times (\text{Net Weight \{of Material Picked Up\}})$$

The Government will determine the unit price for each grade of paper and all UBCs, UGCs, and UPBs picked up by using the following formula:

$$\text{Unit Price} = (\text{Market Value of Material}) \times (\text{Percentage Bid Factor})$$

C. Paper Unit Pricing: In order to determine unit prices for recyclable paper materials, per grade of paper, GSA will multiply the appropriate percentage figures found under Part I, Section B, by the highest paper stock prices (i.e., market value) quoted for the **(Identify the area of the country that is most indicative of the locations in Section B)** market in the "Transacted Paper Stock Prices" section of the *Official Board Markets*, on the **(identify which Saturday)** of the month, for the high tonnage quotes, for **(Identify the area of the country that is most indicative of the locations in Section B)** in which the pickup is accomplished for the following grades:

Grade 1 = \$ Sorted White Ledger (40)

Grade 2 = \$ Mixed Paper (1)

Grade 3 = \$ News (6)

Grade 4 = \$ Old Corrugated Containers (11)

Grade 5 = Telephone Directories, priced as \$ News (6)

Grade 6 = Commercial Office Mix, priced using the following formula:

$$\text{\$} = (.7 \times \text{Grade 2})$$

NOTE: The one- and two-digit numbers in parentheses (at Grades 1 through 5 above), indicate the number of that grade of paper found in the Scrap Specifications Circular 1994, Guidelines for Paper Stock: PS-94, published by the Institute of Scrap Recycling Industries. The same numbering system is used in the publication the *Official Board Markets*.

All-Paper Programs: Various service locations collect, or will collect, all grades of paper in a single container, normally an outdoor self-contained compactor. Closed-top, front-loading containers may also be used for collecting all paper. Sorted white ledger, computer printout, mixed paper, newspaper, telephone directories, and old corrugated containers (cardboard) will be placed in the container together. These loads shall be graded as **Grade 6, Commercial Office Mix** and weighed using the scale method (see paragraph 11.F(2), below).

D. UBC, UGC, and UPB Unit Pricing: In order to determine unit prices for recyclable aluminum cans, glass & plastic materials, per UBC, UGC, and UPB material type, GSA will multiply the appropriate percentage figures found under Part I, Section B **(identify bid line items)**, by the highest recyclable material price paid by "processors" in the **(identify regional area covering your sales area)** Region as quoted on the "Market Page" of the

Recycling Times, on the first Tuesday of each month, for the previous month in which the pickup is accomplished. Prices for the recyclable materials will be found in *Recycling Times* using the following terminology:

<u>GSA Term</u>	<u>Recycling Times Term</u>
UBC	Aluminum Used Beverage Cans
UGC, Clear	Clear Glass
UGC, Brown	Brown Glass
UGC, Green	Green Glass
UPB	HDPE & PET Plastic Mixed
Commingled Materials (UBC, UGC, & UPB)	No such term in <i>Recycling Times</i> , but priced as Green Glass as quoted in <i>Recycling Times</i>

NOTE: The Government may wish, or be compelled, to use trade publications other than the *Official Board Markets* or *Recycling Times* during the course of the contract to determine market prices for recyclable materials. Through a modification of the contract, the Government and the Contractor shall mutually agree upon the use of a trade publication other than the *Official Board Markets* or *Recycling Times* for pricing information for any or all of the recyclable materials.

EXAMPLE OF METHOD USED TO COMPUTE MONTHLY BILLING PRICE

If the percentage figure quoted were 80% of the high market price, the price paid to the Government for Mixed Paper removed for a location using the Chicago pricing area during the month of November 1997, would be computed as follows:

Official Board Markets, November 15, 1997. The price (high tonnage quote) was \$15.00 per ton for Mixed Paper. Given an 80% figure in the bid schedule, the price paid to the Government would have been \$12.00 per ton.

12. Monthly Reports:

The Contractor shall provide a monthly report of recyclable materials collected from Government service locations. The report will list the dates, locations and weight of material picked up during the previous month. A summary of materials picked up, by grade and including total weights of each material and dollars owed, will be listed. This report shall accompany the batched Recyclable Material Delivery Tickets when they are submitted each month.

All Recyclable Material Delivery Tickets will be completed according to the instructions given in Part 3, Section J, Exhibit 5. The Contractor shall collect all copies of the original copy (Copy #1) for the materials removed during the calendar month and submit them, with any required weight slips, to **(Name and mailing address of the individual or position that will be compiling the transmittal to Fort Worth requesting billing)**, within 5 working days after the last day of the month. The submitted copies shall be grouped by location.

NOTE: TO ENSURE PROPER BILLING, THE INFORMATION ON EACH DELIVERY ORDER MUST BE FILLED OUT COMPLETELY. FAILURE TO SUBMIT DELIVERY ORDERS WITH THE TIME PERIOD SPECIFIED MAY RESULT IN CONTRACTOR'S DEFAULT IN PERFORMANCE OF THIS CONTRACT.

13. Property Title: Title to the recyclable paper material sold under this contract shall vest in the Contractor as and when the Contractor completes removal of, and pays the Government for, the material.

14. Contract Close-out: Upon completion of the contract, the Contractor shall remove all contractor owned equipment from all locations within 48 hours after the last day of the contract, or within a time frame as determined as acceptable by the COR: shall provide the COR with a copy of the established delivery schedule; and shall return all unused copies of the Recyclable Material Delivery Ticket to the COR. Upon making the final payment, the Contractor shall submit a Release of Claims, GSA Form 1142, to the CO.

SECTION D - PACKING AND MARKING

- 1. Payment of Postage and Fees:** All postage and fees related to submitting information, including forms, be reports, etc., to the Contracting Officer or the Contracting Officer's Representative shall paid by the Contractor.
- 2. Marking:** All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the contract number of the contract for which the information is being submitted.

SECTION E - INSPECTION AND ACCEPTANCE

1. The Role of Government Personnel and Responsibilities for Contract Administration

A. Contracting Officer: The CO has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to the CO's authorized representative.

B. Contracting Officer's Representative:

Name
Title
Agency Mailing Address
Street Address & Room #
City, State & Zip Code
Telephone: #
Fax: #

is designated to assist the CO in the Discharge of his responsibilities when he is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract, taking into account any reports from the using agencies' designated representatives; acting as liaison between the Contractor and using agencies, when necessary; ensuring compliance with the contract requirements through periodic visits to the Contractor's facilities; assisting in the resolution of any issues that arise with regard to Contractor performance; assisting in the expediting of wastepaper delivery order when required; and, advising the CO of any factors which may prevent performance of work.

C. Using Agency Designated Representative: Unless otherwise specified, Government agencies using this contract have primary responsibility for the administration of the contract as it applies to the agency. As such, the using agency designated representative is the individual appointed by the using agency as its authorized agent responsible for ensuring that all contract requirements are carried out as specified in the contract. In this contract, this individual will also be referred to as **Contracting Officer's Technical Representative, or COTR**, and may work for GSA or another tenant agency. The COTR's responsibilities include: responsibility for the administration of the contract as it applies to the using agency, i.e., placing pickup orders directly with the Contractor; inspection, accepting or rejecting the services performed; advising the CO, or the COR, of deficiencies in orders for material pickup; and advising the CO, or the COR, of contractor performance problems and any actions taken resulting from reported problems.

2. Inspection of Services:

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

B. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract.

C. 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 cost to the Government.

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

SECTION F - DELIVERIES OR PERFORMANCE

1. Place of Performance: The buildings which will immediately use the services provided by this contract, once effective, are identified in Part III, Section J, Exhibit 1 and 2 (see also Part I, Section B, paragraph 2). Services may be required at other locations at some future time, either during the initial 12 month contract period or the exercised option periods, and will be incorporated into the contract as required. Any locations added to the contract will be mutually agreed upon by both the Contractor and by the CO. The Contractor will be notified in writing of locations being added or deleted, the effective date pickups are to start or end, and the name of the authorized agency representative, or COTR.

2. Term of the Contract: After award, the successful bidder will be given a written Notice to Proceed, and shall provide contractual services for a one (1) year period commencing on the day specified in the Notice to Proceed. Work under this contract is expected to commence on or about **(Enter Date)**. The Notice to Proceed will provide for at least five (5) calendar days for the Contractor to prepare before commencement of the work.

3. Option to Extend the Term of the Contract:

A. The Government shall have the unilateral option of extending the term of this contract for **(enter #) consecutive additional periods of one (1) year each** [see FAR clause 52.217-9, "Option To Extend the Term of the Contract-Services (Mar 1989), Part II, Section I]. The same terms and conditions contained in this contract shall apply to each option period exercised. Options shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least thirty (30) calendar days prior to the expiration of the contract. The total duration of this contract, including the exercising of any options, shall not exceed (enter the maximum number of years and months).

B. The exercise of options is a Government prerogative, not a contractual right on the part of the Contractor. If the Government exercises the option(s) within the prescribed time frames, the Contractor shall be bound to perform the services for the option period(s) or be subject to the default provisions of this contract.

C. Extensions shall be executed on Standard Form (SF) 114D, and shall be issued at least thirty (30) days prior to the contract expiration date.

4. Reporting Requirements: All reports, schedules, plans, receipts, tickets or any other submittals provided by the Contractor are subject to approval by the CO or COR.

SECTION G - CONTRACT ADMINISTRATION DATA

1. Payment (General): Monthly billings will be made by the General Services Administration, Finance Division (7BCRP2), P.O. Box 17068, Fort Worth, TX 76102-0068, for the net weight of wastepaper removed on or before the last day of each month during the term of this contract.

Full payment will be submitted by the Contractor to the General Services Administration Accounts Receivable Branch (7BCRP2), P.O. Box 845023, Dallas, TX 75284-5023. Checks will be submitted within 15 days from the date of billing and shall be annotated with "Region # Recycling Revenue - Deposit in Fund 192". Interest will accrue as set forth on the SF 114C, Item No. 11.

Billing will be made for the net weight of the recyclable materials removed on or before the last day of each month during the term of this contract.

Minimum Monthly Billing Amounts: Regardless of the market conditions, the Government will not bill the Contractor less than \$1.00 per ton for any grade paper or cardboard recyclables.

In the event this contract begins or ends during the month, Contractor's payments will be for statements rendered to date. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements of this contract. In the event the Government is required to have another contractor come in and perform contract requirements, as a result of the Contractor's nonperformance, the Contractor will be responsible for any and all additional costs generated as a result of his nonperformance.

The Contractor shall have thirty (30) calendar days from the invoice date to request any adjustment to his bill. A written letter, along with a copy of the invoice, shall be forwarded to **(Name and mailing address of the individual or position that will be compiling the transmittal to Fort Worth requesting billing)**. No request for adjustment will be accepted after this period.

Any inquiries regarding the Contractor's monthly payment to the Government shall be directed to the following:

General Services Administration
Accounts Receivable Branch (7BCR)
P.O. Box 845023
Fort Worth, TX 75284-5023

NOTE: PAYMENT SHALL BE MADE IN THE FORM OF TRAVELER'S CHECKS, CERTIFIED CHECKS, CASHIER'S CHECKS, POSTAL OR COMMERCIAL MONEY

ORDERS, FEDERAL HOME LOAN BANK MONEY ORDERS, GOVERNMENT CHECKS, IRREVOCABLE COMMERCIAL LETTERS OF CREDIT, MASTER CHARGE, VISA CREDIT, CREDIT UNION CHECKS, OR ANY COMBINATION OF THE ABOVE. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. Identification/Building Pass: In the event that identification/building passes are required, the Contractor shall see that every employee has a GSA/Contractor identification/building pass before the employee enters on duty. GSA personnel, designated by the COR, shall furnish and fill out these passes, using GSA Form 15, Building Pass. The Contractor and the COR shall sign each pass issued. The Contractor shall see that all passes are returned to the COR as his employees are terminated, and when the contract expires. All passes must contain an expiration date.

The Contractor shall see that all employees carry their passes with them during duty hours and show them upon request. The COR or other GSA personnel designated by the COR shall periodically verify passes of Contractor employees with their personal identification.

2. Security Clearance Requirements (Nonclassified Contract): Unless otherwise specified, the Contractor will submit to the COR at 5 work days before the starting date of the contract, one completed Form FD-258, "Fingerprint Chart" and one completed GSA Form 176, "Statement of Personal History" for the Contractor and all employees who have access to the building in performance of the contract work.

These forms will be submitted for replacement employees before entrance on duty. The Government will furnish necessary forms. If the CO receives an unsuitable report on any employee after processing of the forms, or if the COR finds a prospective employee to be unsuitable or unfit for his/her assigned duties, the Contractor shall be advised immediately that such employee cannot continue to work or be assigned to work under the contract.

For employees cleared through this process while employed by a Contractor who is subsequently replaced by another Contractor in the same building, the new Contractor shall only be required to submit another new set of these forms if the employee has not been cleared within the last three years, or if otherwise required by the COR. All contract employees are required to be cleared every three years.

The Government shall have and exercise full and complete control over granting, denying, withholding or terminating clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to any such employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Government.

3. Criminal Liability: it is understood that disclosure of information relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order Number 11652 that may come to the Contractor or any person under the Contractor's control in connection with the work under

this contract, may subject the Contractor, his agents or employees to criminal liability under Title 18, Section 793, 794 and 798 of the United States Code.

4. **Standards of Conduct:** The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.
5. **Marking of Equipment:** Trucks and containers shall be clearly marked with the Contractor's company name or logo.
6. **Licensing of Drivers:** Truck drivers are required to carry a valid drivers license that meets all state and local requirements.

PART II

SECTION I - Contract Clauses

1. Default
2. Termination of Convenience
3. Bid Deposit
4. Forms of Bid Deposits and Payments
5. Bid price determination

SECTION I - Contract Clauses

MODIFICATION TO STANDARD FORM 114C (REVISED 6-86)

THE FOLLOWING PARAGRAPHS ARE MODIFIED TO READ AS FOLLOWS:

1. Default

Article 9 of SF 114C is deleted and the following is substituted therefore:

(a) The Government may, subject to the provisions of paragraph (c) below, by written notice of default to the contractor terminate the whole or any part of this contract in any one of the following circumstances:

(i) If the contractor fails to remove recyclable material within the time required by the clause entitled "Removal of Property" or any extension thereof, or fails to make payment within the time required by the clause entitled "Payment".

(ii) If the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) working days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the CO specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may sell the recyclable material covered by this contract to another purchaser and have the terminated portion of the contract performed by contract or otherwise, under such terms and in such manner as the CO may deem appropriate. The contractor and its surety shall be liable to the Government for any loss incurred by the Government as a result of such termination.

(c) Except with respect to default of subcontractors, the contractor shall not be liable for such loss if the failure to perform the contract arises out of the causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to; acts of God and 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. In every case the failure to perform must be beyond the control and without the fault or negligence of the contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such loss unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required removal or performance schedule.

(d) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "Termination for the Convenience of the Government".

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

(f) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

2. Termination For Convenience of the Government

Article E of SF 114C-2 is deleted and the following is substituted therefor:

Upon 30 days written notice (to be calculated from the date the notice is mailed), the Contracting Officer may terminate this contract, in whole or in part, when it is in the best interest of the Government. Such termination shall be without cost or recourse to the Government.

3. Bid Deposit

Article 4 of SF 114C and Article A of SF 114C-2 are deleted and the following is substituted therefor:

Each bid must be accompanied by a bid deposit in the amount of **(Fill in amount worth up to 20% of the annual revenue of the contract)**, which must be in the possession of the CO by the time set for bid opening. A bid that does not include an acceptable bid deposit may be rejected as non-responsive. A bid deposit received after the bid opening will be considered in the same manner as a late bid.

Bid deposits shall be in U.S. currency or any one of the following credit instruments; Cashier's Check, Credit Union Cashier's Check issued by a Federal or State Chartered Credit Union, Postal or Commercial Money Order, or properly endorsed Federal, State, or Local Government check. **UNCERTIFIED PERSONAL OR BUSINESS CHECKS ARE UNACCEPTABLE.**

At the time of award, bid deposits will be returned to the unsuccessful bidders. The bid deposit of the successful bidder will be returned upon satisfactory completion of the contract.

4. Forms of Bid Deposits and Payments -- This Article has been deleted from the SF 114C and substituted by the following:

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The Offeror (bidder) shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond (Standard Form 24), cash, traveler's checks, certified money order (including Canadian postal money orders designed for payment in the United States which are acceptable in U.S. dollars at the stated face value), Federal Home Loan Bank money orders, properly endorsed Government checks (Federal, State, or local), irrevocable commercial letters of credit, Master Card and Visa Credit or any combination of the above.

UNCERTIFIED PERSONAL OR BUSINESS CHECKS ARE UNACCEPTABLE.

The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

- (c) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the contracting Officer may terminate the contract for default.
- (d) Unless otherwise specified in the bid, the bidder will allow 90 days for acceptance of its bid.
- (e) In the event the contract is terminated for default, the bidder is liable for any costs of acquiring work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

5. Bid Price Determination -- This Article has been deleted from the SF 114C and substituted by the following:

Bids will be solicited on a unit percentage basis. Bidders will insert their unit percentages in the space provided for each item (or group of items). This percentage so determined shall be used for the purpose of bid evaluation, award, and all phases of contract administration.

PART III

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

EXHIBIT 1 - List of Known Service Locations

EXHIBIT 2 - List of Known Locations with Special Pickup Requirements

EXHIBIT 3 - Definitions

EXHIBIT 4 - Monthly Report

EXHIBIT 5 - Recyclable Material Delivery Ticket

EXHIBIT 1 - LIST OF KNOWN SERVICE LOCATIONS

BUILDING NAME & LOCATION

Name of Building
Street Address
City, State

AUTHORIZED AGENCY REPRESENTATIVE

Name of representative & title
Agency mailing address
Street & Room number
City, State and Zip Code
Telephone number

EXHIBIT 2 - LIST OF KNOWN LOCATIONS WITH SPECIAL PICKUP REQUIREMENTS

BUILDING NAME & LOCATION

Name of Building
Street Address
City, State
Note special requirement including
special containers needed and
limited amounts picked up.

AUTHORIZED AGENCY REPRESENTATIVE

Name of representative & title
Agency mailing address
Street & Room number
City, State and Zip Code
Telephone number

EXHIBIT 3 - DEFINITIONS

1. **Authorized Agency Representative:** An employee or contractor of a Federal agency whom the agency has designated to be responsible for contacting the Contractor for calling the recyclable paper contractor for pickup of materials and for completing and signing the Recycled Material Delivery Ticket. For the purposes of this contract, this term is interchangeable with "Contracting Officer's Technical Representative COTR."
2. **Coated Paper:** Any paper or paperboard that has been coated, usually with a clay or starch coating.
3. **Computer Printout:** Consists of white sulfite or sulfate papers manufactured for use in data processing machines. This grade may contain colored stripes or bars, as well as impact or non-impact (e.g., laser) printing.
4. **Contractor Containers:** Those containers provided by the Contractor and approved by the COR to store and transport recyclable materials at the holding agency's storage area to the loading dock at each location identified in Exhibit 1.
5. **Contractor Payment:** Payment, made by the Contractor to the U.S. Government, for the removal of wastepaper and other recyclable materials from locations identified in Exhibit 1.
6. **Corrugated Containers:** Baled or unbaled corrugated containers having liners of either test liners, jute or kraft. Commonly known as "cardboard" or "OCC." . No more than five percent (5%) outthrows or prohibitive materials by weight.
7. **File Stock:** Consists of discarded correspondence files and record files without limitations as to prohibitive materials, including some carbon paper.
8. **Groundwood:** A substance found in paper material that has been processed by a minimum of 10% mechanical pulping. Groundwood contains virtually the whole, unbleached wood, including lignin.
9. **Heavy Books:** Consists of dry, clean, used and overissued books; stitchless stock; quire waste; and similar printed matter. This category grade may contain bleached sulfite and sulfate books adulterated with fine Groundwood.
10. **Holding Agency:** The Government agency and location which has been identified in Exhibit 1 and which has the right to store and request, by their authorized representative (COTR), pick up by the Contractor of wastepaper as required.
11. **Lignin:** The brown, insoluble polymer, which binds the cellulose fibers of woody plants.

- 12. Loading Dock:** The Government designated service location identified in Exhibit 1 where the Contractor trucks are to pick up and empty the recyclable paper material containers when requested by the holding agency's authorized representative.
- 13. Magazines:** Coated periodicals and catalogs containing print, as well as black-and-white and/or colored photographs.
- 14. Miscellaneous Ledger:** Consists of printed or unprinted sheets, shavings and cuttings of colored or white sulfite or sulfate ledger, bond, writing or other papers which have a similar fiber and filler content. This grade must be free of treated, coated, padded or heavily printed stock. .
- 15. Mixed Paper:** Various grades of paper, including miscellaneous ledger, file stock, wet strength, heavy books, magazines, slick-coated paper, colored paper, carbonless paper, Groundwood printing and copier paper, and contaminated high grade paper, or any combination thereof. . No more than ten percent (10%) outthrows or prohibitive materials by weight.
- 16. Newsprint:** Consists of newspapers containing less than 5% of other papers. . No more than five percent (5%) outthrows or prohibitive materials by weight.
- 17. Notification:** The request by the authorized agency representative to the Contractor for scheduling the removal of recyclable paper material from the holding agency.
- 18. Outthrows for Paper:** All paper products that are so manufactured, treated or formulated so as to be unsuitable for consumption as the grade specified.
- 19. Recyclable Material Delivery Ticket:** For this Region this is the **(Identify the form to be used for your Region)**, in quadruplicate (4 copies), which shall be completed in part by the Contractor and in part by the Government representative each time recyclable material is removed from a holding agency's loading dock when requested by the authorized agency representative. (See Exhibit 5)
- 20. Prohibitive Materials:** Any materials, which by their presence in packing of the recyclable paper material in excess of the amount allowed, will make the packing unusable as the grade specified; or any materials that may be damaging to equipment.
- 21. Sorted White Ledger:** Consists of postconsumer white ledger and computer printout paper. This will include machine copies, laser and impact printer output, letterhead, office stationery and a mix of the white and computer paper normally found in the office environment. . No more than five percent (5%) outthrows or prohibitive materials by weight.
- 22. Ton:** The term ton, as used in this contract, means short ton, which is equivalent to 2,000 pounds.

EXHIBIT 4 - Monthly Report

Insert an example of the monthly report format you want followed.

EXHIBIT 5 - Recycled Material Delivery Ticket

The Recycled Material Delivery Ticket used in this contract is the **(Identify the form to be used for your Region)**: The form shall be completed in quadruplicate, by building, for each recyclable material pickup. The form shall be completed to indicate Contractor's name, contract number, date and recyclable material pickup location. The Government representative at the recyclable material pickup location will enter on the form the type and grade of recyclable material removed, based on his/her visual observation, and the number and types of containers and/or pallets loaded on the truck with the recyclable material and will sign the order. Upon receiving the recyclable material, the Contractor will sign all copies of the form and distribute them as follows:

(1) Copy No. 1 - After the load is weighed at the weigh station (see below) and the net and gross weights stamped or annotated on the form, this copy, along with the official weigh ticket, shall be returned to: **(Identify the name and mailing address of the individual or position that will be compiling the transmittal to Fort Worth requesting billing)**. These copies shall be submitted in a single batch each month within FIVE (5) WORKING days after the end of the month in which the pickups were accomplished and shall be accompanied by a monthly report (see Section C, Part 12 and Section J, Exhibit 4).

(2) Copy No. 2 - Contractor copy for your records.

(3) Copy Nos. 3 & 4 - Leave with the Government representative.

(4) The Government representative will submit one copy (Copy No. 3) of the signed form to: **(Identify the name and mailing address of the individual or position that will be compiling the transmittal to Fort Worth requesting billing)**, by the 5th working day of the month following the month in which the pickups were accomplished. All copies from the previous month should be sent together in a batch. Retain Copy 4 for agency records.

(5) GSA will provide the Contractor with the forms after award of the contract. The Contractor shall be accountable for the forms once received. If a form is voided or lost, the Contractor shall furnish the COR with the voided form or a written explanation for the lost form. Failure by the Contractor to provide the COR with a satisfactory explanation for the lost form, or continued loss of forms, may result in actions taken against the Contractor to recover Moines and expenses for the voided or lost forms. (At the Government's option, the Government may maintain the copies of the forms at the pickup site and the contractor will only be held accountable for those forms picked up at a site collection.)

NOTE: The Contractor shall not downgrade the load, after the agency representative has entered the grade of material on the form, without the authorization of the COR. The Contractor must notify the COR of alleged contamination before downgrading any loads. Notification shall occur by facsimile or written correspondence. The COR will then determine if downgrading is allowed, and notify the CO of his determination. The CO, if in agreement with the COR, shall notify the Contractor of the determination

by facsimile or written correspondence. Failure by the Contractor to notify the COR of a downgrade will result in reinstatement of the grade the agency representative originally entered.

PART IV

SECTION K - Representations, Certifications, and Other Statements of Offerors and Quoters

1. Minimum Bid Acceptance Period
2. Representations and Certifications

SECTION K - Representations, Certifications and Other Statements of Offerors and Quoters

1. MINIMUM BID ACCEPTANCE PERIOD:

- A. "Acceptance period," as used in this provision, means the number of calendar -----days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- B. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- C. The Government requires a minimum acceptance period of **90** calendar days.
- D. In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement. [Bidder: Insert any number equal to or greater than the minimum requirement stated in paragraph C. of this provision. Failure to insert any number means the Offeror accepts the minimum in paragraph C.]

The bidder allows the following total acceptance period:

_____ **calendar days.**

- E. A bid allowing less than the Government's minimum acceptance period will be rejected.
- F. The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph C. above or (2) any longer acceptance period stated in paragraph D. above, or (3) any extension of the offered acceptance period as may be subsequently agreed to by the bidder.

2. Representations and Certifications

CONTRACT ADMINISTRATION:

Bidders are requested to designate, in the space below, the name of the responsible individual to be contacted for prompt contract administration during the contract period.

Name _____
—
Title _____
—
Address _____
—
Telephone # _____ FAX # _____

**MODIFICATION TO GSA FORM 3503, REPRESENTATIONS AND CERTIFICATIONS
(REV. 2-92)**

THE FOLLOWING PARAGRAPH(S) ARE MODIFIED TO READ AS FOLLOWS:

**1. FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(OCT 1995)**

(a) (1) The standard industrial classification (SIC) code for this acquisition is _____.

(2) The small business size standard is _____.

(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 and certifies as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if Offeror represented itself as a small business concern in block (b)(1) of this section.) The Offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

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

(c) *Definitions.* “Small business concern,” as used in this provision, 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.

“Small disadvantaged business concern,” as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

“Woman-owned small business concern,” as used in this provision, means a small business concern--

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

(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 or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 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)

2. FAR 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) *Definitions.*

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

"Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) *Taxpayer Identification Number (TIN).*

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(d) *Corporate Status.*

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity:

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) *Common Parent.*

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

Name and TIN of common parent:

NAME _____

TIN _____

(End of provision)

8. FAR 52.219-2 EQUAL LOW BIDS (OCT 1994)

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

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

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

contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

14. FAR 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1995)

(a) *Definitions.* As used in this provision,

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

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

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

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

“Individual” means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

(b) By submission of its offer, the Offeror (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

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

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

- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring the workplace no later than 5 calendar days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) By submission of its offer, the Offeror, if an individual who is making an offer or any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the

performance of the contract resulting from this solicitation.

(d) Failure of the Offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

17. FAR 52.203-8 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (SEP 1995)

(a) *Definitions.* The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) *Certifications.* As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, _____ [name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement, _____ [solicitation number].

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ [name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the officer or employee responsible for the offer. Date _____

Typed name of the officer or employee responsible for the offer.

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection (f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PERSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) (1) For procurements using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedures (See Subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract of contract modification and all options (see 3.104-4(3)) exceeds \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute

additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the Offeror or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date of a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

(End of provision)

Alternate I (SEP 1990). Procurements using other than sealed bidding procedures:

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification.

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to award of a contract to SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

18. FAR 52.209-7 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE - MARKETING CONSULTANTS (OCT 1995) (Applicable to negotiated acquisitions if the offer exceeds \$200,000.

(a) *Definitions.*

(1) "Marketing consultant" means any independent contractor who furnishes advise, information, direction, or assistance to an Offeror or any other contractor in support of the preparation or submission of an offer for a Government contract by the Offeror. An independent Contractor is not a marketing consultant when rendering--

(i) Services excluded in Subpart 37.2;

(ii) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities);

(iii) Routine legal, actuarial, auditing, and accounting services; or

(iv) Training services.

(2) “Organizational conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An individual or firm that employs, retains, or engages contractually one or more marketing consultants in connection with a contract, shall submit to the contracting officer, with respect to each marketing consultant, the certificates described below, if the individual or firm is notified that it is the apparent successful Offeror.

(c) The certificate must contain the following:

(1) The name of the agency and the number of the solicitation in question.

(2) The name, address, telephone number, and federal taxpayer identification number of the marketing consultant.

(3) The name, address, and telephone number of a responsible officer or employee of the marketing consultant who has personal knowledge of the marketing consultants involvement in the contract.

(4) A description of the nature of the services rendered by or to be rendered by the marketing consultant.

(5) The name, address, and telephone number of the client or clients, and the name of the responsible officer or employee of the marketing consultant who is knowledgeable about the services provided to such client(s), and a description of the nature of the services rendered to such client(s), if, based on information provided to the Contractor by the marketing consultant, any marketing consultant is rendering or, in the 12* months preceding the date of the certificate, has rendered services respecting the same subject matter of the instant solicitation or directly related to such subject matter, to the Government or any other client (including any foreign government or person).

*If approved by the head of the contracting activity, this period may be increased up to 36 months.

(6) A statement that the person who signs the certificate for the prime Contractor has informed the marketing consultant of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1.

(7) The signature, name, title, employer’s name, address, and telephone number of the persons who signed the certificates for both the apparent successful Offeror and the marketing consultant.

(d) In addition, the apparent successful Offeror shall forward to the Contracting

Officer a certificate signed by the marketing consultant that the marketing consultant has been told of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 8901, and the marketing consultant has made inquiry, and to the best of the consultant's knowledge and belief, the consultant has provided no unfair competitive advantage to the prime Contractor with respect to the services rendered or to be rendered in connection with the solicitation, or that nay unfair competitive advantage that, to the best of the consultant's knowledge and belief, does or may exist, has been disclosed to the Offeror.

(e) Failure of the Offeror to provide the certifications may result in the Offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

(End of provision)

SECTION L - Instructions, Conditions, and Notices to Offerors

1. Type of Contract
2. Insurance Requirement
3. Bid Guarantee Requirement
4. Performance Bond (GSA Form 3604)
5. Qualifications of Offerors
6. Qualifications of Contractor
7. Subcontracting
8. Figure L-1 - Related Company Experience
9. Inspection of Facilities
10. Service of Protest
11. Notice Regarding Options
12. Bidder Submissions
13. Solicitation Provisions (Sealed Bid)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

THIS SOLICITATION IS OPEN TO LARGE AND SMALL BUSINESS CONCERNS.

1. TYPE OF CONTRACT:

The Government anticipates the award of a fixed price requirements contract resulting from this solicitation. The quantities of recyclable materials to be removed under this contract, specified in the schedule, are estimates only and are not guaranteed amounts to be sold. If the Government's requirements do not result in quantities described in the schedule, that fact shall not constitute the basis for an equitable price adjustment.

2. INSURANCE REQUIREMENT:

Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$50,000 per occurrence for property damage and \$500,000 per occurrence for bodily injury. [See FAR Clause 52.228-5 Insurance-Work on a Government Installation, Part II, Section I.]

3. BID GUARANTEE REQUIREMENT:

A bid guarantee is required for this Invitation for Bids (IFB) as specified on the Standard Form 114C-2, Sale of Government Property Special Sealed Bid - Term Conditions, as modified on Part 2, Section I, Paragraphs 3 and 4.

4. PERFORMANCE BOND REQUIREMENT:

A performance bond is required for the contract resulting from this IFB as specified on the Standard Form 114C-2, Sale of Government Property Special Sealed Bid - Term Conditions, as modified on Part 2, Section I, Paragraphs 3 and 4.

5. QUALIFICATION OF OFFERORS:

A. Offerors will be considered only from responsible organizations or individuals now or recently engaged in the performance of recyclable materials removal contracts comparable to those described in this solicitation. In order to determine his qualifications, each Offeror may be required to furnish a narrative statement listing comparable contracts, which he has performed, the general history of his operating organization; and his complete experience. Each Offeror may also be required to furnish a statement of his financial resources; show that he has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and demonstrate that his equipment and/or plant capacity of the work contemplated is sufficient, adequate, and suitable.

- B. Competency in performing comparable recycling contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining the offer to be accepted.
- C. Prospective Offerors are advised that in evaluating these areas involving any small business concern or group of such concerns, any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

6. QUALIFICATION OF CONTRACTOR:

Each Offeror submitting a bid/offer on the work required by this contract is requested to **submit with their bid** evidence of their experience, qualifications, financial responsibility and ability to carry out the terms of the contract. This information should be submitted on Figure L-1, Related Company Experience, and GSA Form 527, Contractor's Qualifications and Financial Information. *Submission of this information with your bid/offer will enable the Government to expedite the award of this contract.*

In addition, as part of the Government's responsibility determination, the Government reserves the right to inspect the contractor's operation/plant to assess the Offeror's ability to perform the required services.

The successful Offeror is also required to have the presence of a local office within thirty (30) days of contract award.

7. SUBCONTRACTING:

The Contractor shall not subcontract any work required by this contract without the express written approval of the CO. If the CO authorizes the Contractor to subcontract any part of the work required by this contract, a copy of any such subcontract shall be provided to the CO.

8. **FIGURE L-1 - RELATED COMPANY EXPERIENCE:**

FIGURE L-1

RELATED COMPANY EXPERIENCE

1. Contract Information:

- a. Customer's Name: _____
- b. Customer's Contracting Officer:
Name: _____ Title _____
Address: _____
Area Code/Telephone Number: _____
- c. Contract Number: _____
- d. Place of Performance: _____
- e. Period of Performance: _____
- f. Brief Description of Services Provided: _____
- g. Dollar Amount of Contract (Total): _____

2. Contract Information:

- a. Customer's Name: _____
- b. Customer's Contracting Officer:
Name: _____ Title _____
Address: _____
Area Code/Telephone Number: _____
- c. Contract Number: _____
- d. Place of Performance: _____
- e. Period of Performance: _____

f. Brief Description of Services Provided: _____

g. Dollar Amount of Contract (Total): _____

3. Contract Information:

a. Customer's Name: _____

b. Customer's Contracting Officer:

Name: _____ Title _____

Address: _____

Area Code/Telephone Number: _____

c. Contract Number: _____

d. Place of Performance: _____

e. Period of Performance: _____

f. Brief Description of Services Provided: _____

g. Dollar Amount of Contract (Total): _____

4. Contract Information:

a. Customer's Name: _____

b. Customer's Contracting Officer:

Name: _____ Title _____

Address: _____

Area Code/Telephone Number: _____

c. Contract Number: _____

d. Place of Performance: _____

e. Period of Performance: _____

f. Brief Description of Services Provided: _____

g. Dollar Amount of Contract (Total): _____

5. Contract Information:

a. Customer's Name: _____

b. Customer's Contracting Officer:

Name: _____ Title _____

Address: _____

Area Code/Telephone Number: _____

c. Contract Number: _____

d. Place of Performance: _____

e. Period of Performance: _____

f. Brief Description of Services Provided: _____

g. Dollar Amount of Contract (Total): _____

6. Contract Information:

a. Customer's Name: _____

b. Customer's Contracting Officer:

Name: _____ Title _____

Address: _____

Area Code/Telephone Number: _____

c. Contract Number: _____

d. Place of Performance: _____

e. Period of Performance: _____

f. Brief Description of Services Provided: _____

g. Dollar Amount of Contract (Total): _____

9. INSPECTION OF FACILITY:

Access to the facility may be obtained for inspection purposes by contacting the COR designated in Section J, Exhibit(s) 1 and 2.

10. SERVICE OF PROTEST:

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from the General Services Administration, **(Add Regional Contact Point and address)**.

11. NOTICE REGARDING OPTIONS:

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's past performance under this contract in accordance with 48 CFR 517.207.

12. BIDDER SUBMISSIONS:

Each Offeror submitting a bid/offer on the work required by this contract is requested to **submit with its bid** the following:

- A. **Solicitation, Offer and Award (Standard Form 114, Page I-A-1):** Complete and submit three (3) copies of the SF 114. All three copies **must** bear an original signature, preferably in **blue** ink.
- B. **Bid/Offer for Basic Services (Pages I-B-3):** Complete and submit three (3) copies of the bid sheets with your bid.
- C. **Bid GUARANTEE (Section I):** Submit a bid guarantee in the amount of **(Insert \$ amount)** for each area for which you submit a bid
- D. **Minimum Bid Acceptance Period (Section K):** Complete and submit this with your bid. (Note: The Government's minimum bid acceptance period is ninety (90) days. A longer period can be inserted in the space provided, if desired. **Caution -- any bid allowing less than the Government's minimum period will be rejected as being nonresponsive.**)

- E. **Contract Administration (Section K):** Complete and submit this with your bid. (Insert the name, title, address, telephone number and FAX number of the responsible individual designated as the person to contact for prompt administration during the contract period.)
- F. **GSA Form 3503, Representations and Certifications (Section K):** Complete and submit the GSA Form 3503 (along with its modifications) with your bid.
- G. **Figure L-1, Related Company Experience (Section L):** Complete and submit this form with your bid, describing your experience with contracts similar to this one.
- H. **GSA Form 527, Contractor's Qualifications and Financial Information (Section L):** Complete and submit the GSA Form 527 with your bid.
- I. **SF LLL, Disclosure of Lobbying Activities (Section L):** If applicable, complete and submit the SF LLL with your bid.

Failure to comply with the above may result in a determination by the CO that the contractor is nonresponsive to the terms and conditions of this IFB.

13. SOLICITATION PROVISIONS (SEALED BID):

FORMS CONTAINING SOLICITATION PROVISIONS AND/OR CONTRACT CLAUSES INCORPORATED BY REFERENCE

GSAR 552.253-70, FORMS CONTAINING SOLICITATION PROVISIONS AND/OR CONTRACT CLAUSES INCORPORATED BY REFERENCE (MAY 1989)

This Solicitation incorporates the following forms containing solicitation provisions and/or contract clauses by reference, with the same force and effect as if they were included in full text. Upon request, the Contracting Officer will make the form available.

(End of clause)

GSA FORM 3501, SOLICITATION PROVISIONS (SEALED BID)
(REV. 10-90)

	<u>48 CFR REFERENCE</u>	<u>CLAUSE TITLE</u>
1.	FAR 52.214-1	Solicitation Definitions-Sealed Bidding (JUL 1987)
2.	FAR 52.214-12	Preparation of Bids (APR 1984) - Other Than Construction
3.	FAR 52.214-18	Preparation of Bids - Construction (APR 1984)
4.	FAR 52.214-6	Explanation to Prospective Bidders (APR 1984)
5.	FAR 52.214-3	Amendments to Invitations For Bids (DEC 1989)
6.	FAR 52.214-5	Submission of Bids (DEC 1989)
7.	FAR 52.214-9	Failure to Submit Bid (APR 1984)
8.	FAR 52.214-7	Late Submissions, Modifications, and Withdrawals of Bids (DEC 1989)
9.	FAR 52.214-4	False Statements in Bids (APR 1984)
10.	FAR 52.222-24	Preaward On-Site Equal Opportunity Compliance Review (APR 1984)
11.	FAR 52.237-1	Site Visit (APR 1984)

12. FAR 52.247-6 Financial Statement (APR 1984)
13. FAR 52.214-73 "All or None" Offers (APR 1984)
14. FAR 52.214-10 Contract Award-Sealed Bidding (JUL 1990)
15. FAR 52.214-19 Contract Award - Sealed Bidding Construction (FEB 1986)
16. GSAR 552.252-5 Authorized Deviations in Provisions
(JUL 1985) (Deviation FAR 52.252-5)

SECTION M - Evaluation Factors for Award

1. Contract Award
2. Evaluation of Options
3. Formula for Award

SECTION M- -EVALUATION FACTORS FOR AWARD

1. CONTRACT AWARD:

- (a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.
- (b) The Government may (1) reject any or all bids, (2) accept other than the highest bid, and (3) waive informalities or minor irregularities in bids received.
- (c) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.
- (d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly more than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the highest overall return to the Government even though it may be the highest evaluated bid, or if it is so unbalanced as to be tantamount to allowing a discount to the Contractor.

2. EVALUATION OF OPTIONS:

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

3. FORMULA FOR AWARD:

- A. Award will be made to the Offeror whose percentages, as bid, yields the highest overall return to the Government (as established in paragraphs D and E below) for the **(Total #)** year aggregate period (Initial Year plus **(#)** Options).
- B. The Offeror has the option to bid on only one service area (Area #1 or Area #2 or Area #3 or Area #4) or on all four service areas (Area # 1 and Area #2 and Area #3 and Area #4), as desired. **(If different areas are used)**
- C. The Government reserves the right to make multiple awards under this

solicitation. The Government **MAY** award up to **(total # of Areas)** contracts as a result of this solicitation.

- D. (1) A dollar price for paper will be established for bid line items (see Part I, Section B) by multiplying the percentage rate bid for each of the line items by the highest paper stock prices as quoted in the **Official Board Markets** on the last Saturday prior to the bid opening date, for the **(Fill in appropriate market Area)** market, for each of the **(# of categories listed in Section B, Part 3.A)** categories listed below:

Grade 1 = \$ Sorted White Ledger (40)

Grade 2 = \$ Mixed Paper (1)

(Identify all other grades)

NOTE: The paper stock prices referenced above are found in the “Transacted Paper Stock Prices” section of the **Official Board Markets.**

- (2) Formula to be used to calculate the overall dollar price for each line item shall be as follows:

Percentage Rate Bid X \$ (in *Official Board Markets* by paper grade) X Tonnage Amount (by paper grade for each area -- See Page III-J-23) = Bid Price.

Example: Area #1 (Base Year Totals)

<u>Line Item</u>	<u>Published</u>	<u>Bid %</u>	<u>Price in OBM</u>	<u>Tonnage</u>	<u>Total</u>	<u>Price</u>
2.C.(1)(a) Grade 1	2%	X	\$100.00	X 1065	=	\$2130.00
2.C.(1)(a) Grade 2	2%	X	\$ 0.00	X 2150	=	<u>\$2150.00*</u>

Total established price for Bid Line Item 2.C(1)(a) -- Area #1: = \$4280.00

***Minimum \$1.00/ton of recyclable material applied.**

Note: The “established price” will be used for evaluation purposes only and will not constitute the amount to be paid by the successful contractor during the course of this contract. The monthly prices used during the course of the contract will be established as stated in Part I, Section C, Paragraph 11.

- E. (1) A dollar price for cans, glass and plastics will be established for bid line items (see Part 1, Section B) by multiplying the percentage rate bid for each item in Part I, Section B by the highest recyclable material price paid by “processors” as quoted in the **Recycling Times** on the last Tuesday prior to bid opening date, for the **(Identify the Market Region)**, for each of the

(identify the # used) material types listed below:

UBC	=	Aluminum Used Beverage Cans
UGC, Clear	=	Glass, Clear (Flint)
UGC, Brown	=	Glass, Brown (Amber)
UGC, Green	=	Glass, (Emerald)
UPB	=	Plastics, HDPE & PET Mixed
Commingled Materials	=	Mixture of UBCs, UGCs & UPBs, priced as Green Glass

NOTE: The recyclable material prices paid by “processors” referenced above are found on the “Market Page” of the *Recycling Times*.

(2) Formula to be used to calculate the overall dollar price for each line item shall be as follows:

Percentage Rate Bid X \$ (in *Recycling Times* by material type)
X Tonnage Amount (by material type for each area = Bid Price.

Example: Area #1 (Base Year Totals)

<u>Line Item</u>	<u>Published Bid %</u>	<u>Price in RT</u>	<u>Tonnage</u>	<u>Total Price</u>
2.C.(1)(b) UBC	2%	X\$1,000.00	X 24 =	\$480.00
2.C.(1)(b) UGC, Clear	2%	X\$ 45.00	X 160 =	\$144.00
2.C.(1)(b) UGC, Brown	2%	X\$ 35.00	X 9 =	\$ 6.30
2.C.(1)(b) UGC, Green	2%	X\$ 30.00	X 2.5 =	\$ 1.50
2.C.(1)(b) UPB	2%	X\$ 200.00	X 5.5 =	\$ 22.00
2.C.(1)(b) Commingle	2%	X\$ 30.00	X 23.5 =	<u>\$ 14.10</u>
Total established price for Bid Line Item 2.C(1)(b) -- Area #1:				= \$667.90

Note: The “established price” will be used for evaluation purposes only and will not constitute the amount to be paid by the successful contractor during the course of this contract. The monthly prices used during the course of the contract will be established as stated in Part I, Section C, Paragraph 11.

F. HIGHEST PRICE DETERMINATION:

As stated in Paragraph 3.A. above, for evaluation purposes, the highest bid/offer price for the (insert Total #)-year aggregate period for each area will be determine by adding the sum of all items listed in that area together to determine the area's total (insert total #)-year aggregate price.

1. AREA #1 (Identify if used)

- (a) The prices established for contract line items 2.C.(1)(a) & (b)
- (b) The prices established for contract line items 2.D.(1)(a) & (b)
- (c) The prices established for contract line items 2.E.(1)(a) & (b)
- (d) The prices established for contract line items 2.F.(1)(a) & (b)
- (e) The prices established for contract line items 2.G.(1)(a) & (b)

2. AREA #2 (Identify if used)

- (a) The prices established for contract line items 2.C.(2)(a) & (b)
- (b) The prices established for contract line items 2.D.(2)(a) & (b)
- (c) The prices established for contract line items 2.E.(2)(a) & (b)
- (d) The prices established for contract line items 2.F.(2)(a) & (b)
- (e) The prices established for contract line items 2.G.(2)(a) & (b)

3. AREA #3 (Identify if used)

- (a) The prices established for contract line items 2.C.(3)(a) & (b)
- (b) The prices established for contract line items 2.D.(3)(a) & (b)
- (c) The prices established for contract line items 2.E.(3)(a) & (b)
- (d) The prices established for contract line items 2.F.(3)(a) & (b)
- (e) The prices established for contract line items 2.G.(3)(a) & (b)

4. AREA #4 (Identify if used)

- (a) The prices established for contract line items 2.C.(4)(a) & (b)
- (b) The prices established for contract line items 2.D.(4)(a) & (b)
- (c) The prices established for contract line items 2.E.(4)(a) & (b)
- (d) The prices established for contract line items 2.F.(4)(a) & (b)
- (e) The prices established for contract line items 2.G.(4)(a) & (b)