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1) **Locations:**

A. Federal Building Name, Address, City, State, Zip Code..

Points of contact: _____ (COTR), and _____ (COR), GSA,
Phone Number: (____) ____-____. Bldg. # _____

(Add any special requirements for containers or warnings on loading dock limitations.)

B. Repeat as A above.

Points of contact: Repeat as A above.

C Repeat as A Above.

Points of contact: Repeat as A above.

D.. Repeat as A above as often as needed..

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2. 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 1. Contractors are invited, urged, and cautioned to inspect the property prior to submitting an offer. Interested parties should contact the person listed in Part 1 - Locations, to arrange for site(s) visit(s). 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.

3. Term Of Contract:

The term of the sale of this contract will be one (1) year with two (2), one (1) year 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.

4. 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.

5. Restriction On Use Of Recyclable Paper:

Certain accumulations of recyclable paper sold under this contract will contain sensitive of confidential information which is covered by the Privacy Act of 1974 (Public Law 93-579). It is required that this material shall be ultimately processed by shredding or pulping. Upon request, the Contractor will provide written certification of such destruction and controlled processing of this material prior to destruction. (This paragraph should be used sparingly as the purpose of the contract is to recycle the paper, not substitute for secure document disposal.)

Some paper to be recycled may already have been shredded by agencies prior to pick up.

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.

6. Definitions:

For purposes of this contract the following definitions apply:

A. 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.

B. MIXED PAPER

Consists of a mixture of various qualities of paper not limited as to type of packing or fiber content.

C. OLD CORRUGATED CONTAINERS

Consists of a mixture of various qualities of corrugated containers not limited as to type of finish or fiber content.

D. CO - 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.

E. COR - Contracting Officer's Representative (as listed in item 1, page 4).

Assists 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.

F. COTR - Contracting Officer's Technical Representative as listed in Item 1, page 4. 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

G. Recyclable Materials - Referencing all materials to be collected and sold under this contract as identified on the SF 114B.

H. 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.

(Add any additional definitions you need but remember to adjust page numbers on Table of Contents.)

7. 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.

8. 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. Trucks and containers shall be clearly marked with the Contractor's company name or logo.

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.

9. Removal Of Property:

Article 8 of SF 114C is deleted and the following is substituted therefor:

The Contractor shall accomplish removal of the recyclable materials within the prescribed time period, as shown under Paragraph 9.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. Minimum Pickup Quantities: Under normal circumstances, the Contractor will be called for pickup when at least half (1/2) of 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.

C. 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 that the facility is not 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. Failure by the Contractor to remove the recyclable materials, 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.

D. 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 1 - Locations 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.

H. Licensing of Drivers: Drivers are required to carry a valid drivers license that meets all state and local requirements of the vehicle they are operating. **(If Building Security passes are needed add that information here.)**

10. Weighing:

Article 13 of SF 114C is deleted and the following is substituted therefor:

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 13. 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:

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

Tare Weight = 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, gaylords, 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 gaylords 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 Delivery 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 per location if wished**), 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, 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:

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

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

In the event that the CO 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.

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 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.

All weight tickets will be attached to copy 1 of their corresponding Recyclable Material Delivery Ticket, consolidated by month, and sent with the monthly report to **General Services Administration (_PM_)**, **Street Address, City, State Zip Code**, 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.

12. 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 12.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 other recyclable materials 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 Standard Form 114 B, by the highest paper stock prices (i.e., market value) quoted for the **(Insert Area)** market in the "Transacted Paper Stock Prices" section of the *Official Board Markets*, on the **(Insert number)** **Saturday** of the month, for the high tonnage quotes for **(Insert Area)** in which the pickup is accomplished for the following grades:

Grade 1 = \$ Sorted White Ledger (40)

Grade 2 = \$ Mixed Paper (1)

Grade 3 = \$ Old Corrugated Containers (11)

(Add additional items as required by Standard Form 114 B list.)

NOTE: The one- and two-digit numbers in parentheses (at Grades 1 through __ 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 2, Mixed Paper** and weighed using the scale method.

NOTE: The Government may wish, or be compelled, to use trade publications other than the *Official Board Markets* 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* 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 1990, would be computed as follows:

Official Board Markets, Vol.66, No. 47, issued November 24, 1990. The price (high tonnage quote) was \$10.00 per ton for Mixed Paper. Given an 80% figure in the bid schedule, the price paid to the Government would have been \$8.00 per ton.

13. 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 (Copy 1) Recyclable Material Delivery Tickets when they are submitted each month.

The Recycled Material Delivery Ticket used in this contract is the **(Fill in form used by your Region or use)** GSA form 1658, Wastepaper Delivery Order (or equivalent as given by the Property Management Director for the location Picked up.): The form shall be completed in quadruplicate (or original photocopied), 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: **General Services Administration (_PM_), Street Address, City, State Zip Code**. 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 the monthly report.

(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: **General Services Administration (_PM_), Street Address, City, State Zip Code**, 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 monies 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: 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.

14. Payment Of Postage and Fees:

All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the COR shall be paid by the contractor.

15. Marking:

All information submitted to the CO or the COR shall clearly indicate the Contract Number of the contract for which the information is being submitted.

16. Payment:

Article 6 of SF 114C is deleted and the following is substituted therefor:

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 recyclable material.

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 **General Services Administration (_PM_)**, **Street Address, City, State Zip Code** . 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.

17. Title:

Article 7 of SF 114C is deleted and the following is substituted therefore:

Title to the property sold hereunder shall vest in the contractor when removal is effected and payment is received.

18. 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 source separated 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 source separated 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, guarantee 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.

19. 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.

20. 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 \$__,000.00, 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.

21. Determination Of Bidder Responsibility:

To be considered for award, the bidder must be regularly engaged in the recyclable material removal and/or paper recycling business, or if newly entering the field, evidence must be furnished that shows all necessary prior arrangements (written commitments) for supplies, equipment, and personnel have been made. The bidder's facilities, equipment, financial responsibility and record of performance, including those of contemplated subcontractors, will be subject to pre-award inspection. The bidder may be rejected if it is determined that the bidder fails to meet the minimum standards for responsible prospective contractors contained in 48 CFR 1-9.104-1.

The bidder must make arrangements to pay promptly all amounts administratively found to be due to the United States Government, arising out of his prior purchase of surplus personal property. Failure to pay any such amount upon demand will be cause for rejection of all future bids until such time as the debt is paid.

22. Instructions To Bidder:

Bids shall be prepared on the forms provided by the Government and strict compliance is necessary with the requirements of the invitation. The bidder is expected to examine all the terms and conditions prescribed herein, evaluate the facilities and all local conditions and contingencies, and investigate removal requirements. Failure to do so will be at the bidder's risk. Each bid must include the full business address of the bidder and be signed by a person who is authorized to bind the firm contractually.

A bid by a partnership must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. A bid by a corporation must be signed with the name of the corporation followed by the signature and designation of the person signing. A bid by a corporation must be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to sign the bid. The names of all persons signing shall also be typed or printed below the signature. When requested by the Government, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished.

The Government shall reserve the right to monitor the contractor's or subcontractor's facilities, equipment, and personnel at any and all stages of the contract performance period in order to insure compliance with security requirements of the contract. The CO will determine the degree and type of safeguards necessary to ensure the security of materials throughout the entire process, beginning with notification of award and continuing through the final term or termination of the contract.

23. Method Of 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.

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).

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 three (3) year aggregate period (Initial Year plus two (2), one (1) year Options).**(Adjust this to reflect any additional option years.)**
- B. (1) A dollar price for paper will be established for bid line items (see Part 12) 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 Saturday prior to the bid opening date, for the **(Insert Area)** market, for each of the three (3) categories listed below:

Grade 1 = \$ Sorted White Ledger (40)

Grade 2 = \$ Mixed Paper (1)

Grade 3 = \$ Old Corrugated Containers (11)

(Add other grades as listed on SF 114 B)

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) = Bid Price.

Example: (Base Year Totals)

<u>Line Item</u>	<u>Bid %</u>	<u>Published Price in OBM</u>	<u>Tonnage</u>	<u>Total Price</u>
2.C.(1)(a) Grade 1	82% X	\$100.00 X	400	= \$32,800.00
2.C.(1)(a) Grade 2	82% X	\$ 0.00 X	100	= \$ 100.00*
2.C.(1)(a) Grade 3	82% X	\$ 40.00 X	16	= \$ 524.80
Total established price for Base Year Bid				= \$33,424.80

***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 12.

HIGHEST PRICE DETERMINATION:

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

_____ **Area**

- (a) The prices established for contract line items Standard Form 114B. Base Year A, all categories.
- (b) The prices established for contract line items Standard Form 114B. Option Year 1, all categories.
- (c) The prices established for contract line items Standard Form 114B, Option Year 2, all categories.
- (d) **Repeat as needed.**

Negative bids, or negative/positive bids will not be considered for award and may be rejected as non-responsive to the Invitation for Bids.