

FACSIMILE ELECTRO MAIL TRANSMITTAL
 (This information collection is not subject to OMB review under PL-96, The Paperwork Reduction Act.)

WARNING!! - DO NOT TRANSMIT CLASSIFIED INFORMATION OVER UNSECURED TELECOMMUNICATIONS SYSTEMS. OFFICIAL DOD TELECOMMUNICATIONS SYSTEMS ARE SUBJECT TO MONITORING AND USE OF DOD TELECOMMUNICATIONS SYSTEMS CONSTITUTES CONSENT TO MONITORING.

SECTION I - TO BE COMPLETED BY ORIGINATOR

CLASSIFICATION	TRANSMISSION <input type="checkbox"/> IMMEDIATE <input checked="" type="checkbox"/> ROUTINE	PAGE 1 OF _____ PAGES
FOR OFFICIAL USE ONLY		

TO (Office Symbol, Point of Contact, and Address) John Leahy	FAX NO.	
	DSN	COMMERCIAL 394-6843
ELECTRONIC MAIL ADDRESS (E-Mail)	VOICE NO.	
	DSN	COMMERCIAL 394-4197

SUBJECT
Blanket Purchase Agreement

FROM (Office Symbol, Point of Contact, and Address) 28 CONS/LGCA	FAX NO.	
	DSN	COMMERCIAL 385-1741
ELECTRONIC MAIL ADDRESS (E-Mail)	VOICE NO.	
	DSN	COMMERCIAL 385-1758

REMARKS
**John- This is the contract I had called you about last week. Please complete block 16 and send back just that page. If you have any questions, please let me know.
Thank you,**

RELEASEE'S SIGNATURE Nona Furcher	DATE 2 Oct 06	TIME 0935
---	-------------------------	---------------------

SECTION II - TO BE COMPLETED BY ELECTRO MAIL OPERATOR

DATE TRANSMITTED	TIME TRANSMITTED	TRANSMITTER'S SIGNATURE
DATE ADDRESSEE CONTACTED	TIME ADDRESSEE CONTACTED	CONTACTOR'S SIGNATURE

ORDER FOR SUPPLIES OR SERVICES

PW103106-16

1. CONTRACT/PURCH ORDER/ AGREEMENT NO. FA4690-07-A-0001	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/ CALL 2006 Oct 01	4. REQ / PURCH REQUEST NO.	5. PRIORITY
--	-----------------------------	---------------------------------------	----------------------------	-------------

6. ISSUED BY 28 CONS - FA4690 1000 ELLSWORTH ST, SUITE 1200 ELLSWORTH AFB SD 57706	CODE FA4690	7. ADMINISTERED BY 28 CONS/LGC 1000 ELLSWORTH ST ELLSWORTH AFB SD 57708	CODE FA4690	8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER (See Schedule if other)
---	----------------	--	----------------	--

9. CONTRACTOR CITY OF RAPID CITY JOHN LEAHY 300 BTH STREET RAPID CITY SD 57701	CODE 1GS44	FACILITY	10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
12. DISCOUNT TERMS Net 30 Days			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15	

394-4197

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY DFAS-LIFVD 27 ARKANSAS ROAD JIMESTONE ME 04761-1600	CODE F67100	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
------------------------------------	------	--	----------------	---

16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	Reference your quote dated Furnish the following on terms specified herein. REF: <i>Price list dated Sep 27, 06</i>

ACCEPTANCE, THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: EMAIL: BY:	25. TOTAL
--	---	-----------

26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____	27. SHIP NO.	28. DO VOUCHER NO.	29. DIFFERENCES
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	30. INITIALS
			33. AMOUNT VERIFIED CORRECT FOR
			34. CHECK NUMBER
			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
-----------------	-----------------	------------------------------	----------------------	---------------------	---------------------

Section B - Supplies or Services and Prices

BPA Master Dollar Limit: \$75,000.00
BPA Call Limit: \$5,000.00

Period of Performance: 01-Oct-2006 to 30-Sep-2007

FSC Codes:
S205

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2006) (DEVIATION)

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13207).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAY 2006)

(a) Definitions. As used in this clause--

- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.
- (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

5352.201-9101 OMBUDSMAN (10 AUG 2005)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMBC A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen, david.glowacki@langley.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

Statement of Work
for
Sanitary Landfill Tipping Fees
Blanket Purchase Agreement

Ellsworth AFB, South Dakota

1 Oct 06

OFFICE of the BASE CIVIL ENGINEER
MAINTENANCE ENGINEERING ELEMENT
ELLSWORTH AFB, SD

10/02/2000 09:44 PAA 003 303 1741 2010 CONS 010

DIVISION 1 - GENERAL REQUIREMENTS

PW103106-16

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION OF SERVICES: The following is a summary of work for Ellsworth AFB, SD. The contractor shall provide all labor, material and equipment to accept petroleum contaminated soil and uncontaminated concrete, asphalt, soil and Construction waste. The Air Force shall provide all labor, material, equipment and transportation VIA government owned vehicle, Petroleum contaminated soil and uncontaminated concrete, asphalt, soil and construction waste to the contractor.

1.1.1 Petroleum Contaminated Soil: The landfill shall be provided a copy of the written test results of all petroleum contaminated soil and will be notified 24 hours prior to delivery of any soil containing contaminants.

1.1.1.1 Gasoline Contaminated Soil: The test results shall show TCLP for lead and TPH quantities.

1.1.1.2 Diesel Contaminated Soil: The test results shall show TPH quantities.

1.1.1.3 Waste Oil Contaminated Soil: The test results shall show TCLP for Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium and Silver as well as TPH quantities.

TERMS AND CONDITIONS

1. **DESCRIPTION OF AGREEMENT:** This Blanket Purchase Agreement (BPA) is for tipping fees for disposal of petroleum contaminated soil and uncontaminated soil, concrete, asphalt, and construction waste. The contractor shall periodically provide firm price lists as required by the contracting officer. This service will be in accordance with the attached statement of work if and when requested by the contracting officer (or the authorized representative of the contracting officer) for the period of time 1 October 2006 through 30 September 2007.
2. **EXTENT OF OBLIGATION:** The Government is obligated only to the extent of authorized calls actually placed against the BPA.
3. **PRICING:** The prices to the Government shall be as low or lower than those charged your most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment. Prior to receiving calls against this BPA, the contractor must submit a price list to the Contracting Officer for consideration and approval before it can be considered effective. The effective period must be clearly stated on the price list, and the price list should indicate prices for all the services the contractor is prepared to furnish. Unless stated otherwise on the price list, prices are effective for one year, or less if it is superseded.
4. **PURCHASE LIMITATION:** No individual call under this agreement shall exceed \$5,000.00. The Contracting Officer prior to acceptance of the call must approve calls exceeding this limitation.
5. **INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THIS BPA:** A list of position titles of individuals authorized to place calls under this agreement, identified by organizational component and the dollar limitation per call for each individual will be furnished to the holder of this BPA by the Contracting Officer.
6. **DELIVERY TICKET:** Delivery tickets or sales slips, which shall contain the following minimum information, shall accompany all shipments/services under the agreement:
 - a. Name of Supplier
 - b. BPA Number
 - c. Date of Purchase
 - d. Purchase Number
 - e. Itemized list of services furnished
 - f. Quantity, unit price and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided, that the invoice is itemized to show this information).
 - g. Date of delivery or shipment
7. **INVOICES:** A summary invoice shall be submitted at least monthly or upon expiration of this Blanket Purchase Agreement, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipted copies of the delivery tickets. The Contractor shall submit payment requests using the following electronic forms:
 - (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.
8. **TERMINATIONS:** This agreement, may be modified or may be canceled in its entirety by either party upon thirty (30) days written notice to the other party, except that this Agreement may be canceled by the U.S. Government at any time if the parties fail to agree upon any deletion, amendment or addition to this Agreement which is required by statute, Executive order, the FAR and/or this Supplement. No deletion, modification, addition to, or cancellation of, this Agreement shall affect any contracts therefore entered into between the parties in which this Agreement or portion thereof has been incorporated by reference. The above will not relieve either party from performance or acceptance of those calls that were issued and accepted prior to the effective date or withdrawal, unless otherwise agreed to by the parties herein.

PW103106-16

This Agreement shall be reviewed, as a minimum, annually before the anniversary of its effective date, and revised to conform to all requirements of statutes, Executive orders, or the FAR and this Supplement. This revision shall be evidenced by an agreement modifying this BPA or by the issuance of a superseding BPA.

Dated this ____ day of _____, 2004.

Ellsworth Air Force Base

By: _____
Its:

CITY OF RAPID CITY

By: _____
Jim Shaw, Mayor

ATTEST:

Finance Officer

(SEAL)

Landfill Rates 2006

Material	Rate per Ton	All charged Items have a \$5.00 Minimum Charge
Mixed Waste (Garbage)	\$47.00	
Construction Debris	\$47.00	
Non Regulated Medical Waste	\$47.00	
Grit and Screenings from Sumps (car wash grit)	\$47.00	Testing Required
Ash	\$47.00	Testing Required
Asbestos Containing Material	\$46.00	Minimum Charge \$150
Petroleum Contaminated Soil	\$4.50	Plus \$100 retest fee per 400 ton, Testing Required
Tires	\$185.00	
Dead Animals	\$90.00	
Concrete	\$10.00	
Asphalt Shingles	\$16.00	
Wood Singles	\$20.00	
Pallets	\$20.00	
Recyclables		
Asphalt	\$0.00	
Metals FE, AL, CU, ect	\$0.00	
Newspaper	\$0.00	
Clean Cardboard	\$0.00	
HDPE, PETE Plastics	\$0.00	
Yardwaste Tree limbs, grass clippings, ect.	\$0.00	Must be less than 6' long, 24" diameter
Manures	\$0.00	
AFFF	\$0.00	
Clean Fill Dirt	\$0.00	
Products for Sale		Compost products can be loaded 7:00 to 4:00
3/8" yardwaste Compost	\$20.00	
3/4" Yardwaste Compost	\$15.00	
Wood Chips	\$10.00	
MSW Compost	\$0.00	