



RFQ No. DACW67-03-Q-0060

**US Army Corps
of Engineers®**
Seattle District

Project: DISPOSAL OF PROCESS WASTE DRUMS

Location: BIG CREEK, IDAHO

SERVICE SOLICITATION AND SPECIFICATIONS

Closing Date: 18 April 2003

Closing Time: 10:00 AM LOCAL TIME PST

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Patricia Ortiz, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Patricia Ortiz, P.O. Box 3755, Seattle, WA 98124-3755.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-3071-9612		PAGE 1 OF 27		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW67-03-Q-0060		6. SOLICITATION ISSUE DATE 26-Mar-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PATRICIA A ORTIZ			b. TELEPHONE NUMBER (No Collect Calls) 206-764-3516	8. OFFER DUE DATE/LOCAL TIME 10:00 AM 18 Apr 2003		
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755 TEL: 206-764-3772 FAX: 206-764-6817		CODE DACW67	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 4953 SIZE STANDARD:10.5			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	
15. DELIVER TO SEE SCHEDULE FOR FURTHER INFORMATION. US ARMY CORPS OF ENGRS SEATTLE WA 98124-3755 TEL: FAX:		CODE SEE SCH	16. ADMINISTERED BY					CODE
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY					CODE
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
					TEL:		EMAIL:	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42a. RECEIVED BY (Print)			
					42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS

THIS SOLICITATION MAY OR MAY NOT BE AWARDED BASED ON THE OUTCOME OF PROPERTY NEGOTIATIONS.

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS.
2. MARKINGS OF QUOTE ENVELOPES, QUOTES SHALL BE PLAINLY MARKED AS FOLLOWS:

QUOTE FOR: DISPOSAL OF PROCESS WASTE DRUMS

Big Creek Repository

Big Creek, Idaho

REQUEST FOR QUOTATION NO. [DACW67-03-Q-0060](#)

CLOSING DATE AND TIME: 18 APR 2003 10:00 a.M. PST

AMENDMENTS NUMBERED _____ WILL BE ACCEPTED UNTIL THE TIME AND DATE FOR CLOSING.

3. SITE VISIT IS SCHEDULED FOR THURSDAY, 10 APRIL 2003. POINT OF CONTACT FOR SCHEDULING YOUR SITE VISIT IS ELIZABETH A. CHIEN AT 206 764-6718. EMAIL ADDRESS: Elizabeth.A.Chien@nws02.usace.army.mil

It is strongly advised that all potential bidders attend this site walk to ensure familiarity with the work to be performed. This will be an opportunity for bidders to see the drums and super sacks, the potential staging/mixing areas, and address concerns or ask questions.

4. CONTRACTORS OUTSIDE EDI SHALL BE ALLOWED TO QUOTE. CONTRACTORS ARE REQUIRED TO QUOTE ON THE LINE ITEM.

NOTE: Responses via Non-Facnet and Facnet will be accepted through the Seattle District office. Upon requesting a copy of the RFQ, the point of contact is:

Patricia A. Ortiz, Purchasing Agent

CONTRACTING WEB ADDRESS: <http://www.nws.usace.army.mil/index.cfm>

(Click on Contract and Bid Information)

E-MAIL ADDRESS: Patricia.A.Ortiz@nws02.usace.army.mil

TELEPHONE: (206) 764-3516

FACSIMILE: (206) 764-6817

5. ANY CONTRACTOR RECEIVING AN AWARD IS REQUIRED TO BE REGISTERED IN THE CCR (CENTRAL CONTRACTING REGISTRY).

6. OFFERS MAY BID ON THE LINE ITEM. THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM OFFERED AT THE UNIT COST OR PRICE OFFERED, UNLESS THE OFFEROR SPECIFIES OTHERWISE IN THE PROPOSAL. CONTRACTOR IS REQUIRED TO PROVIDE THE FOLLOWING INFORMATION WITH YOUR QUOTE:

FEDERAL TAX ID NUMBER: _____

DUN AND BRADSTREET NUMBER: _____

CONTRACTOR CAN OBTAIN DUNS NUMBER BY CALLING 800/333-0505

IS CONTRACTOR REGISTERED IN THE CCR? YES _____ NO _____

CCR NO. _____

PROSPECTIVE OFFERORS: THE DIRECTOR OF DEFENSE PROCUREMENT HAS ISSUED A FINAL RULE AMENDING THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) TO REQUIRE CONTRACTORS TO BE REGISTERED IN THE DOD CENTRAL CONTRACTOR REGISTRATION (CCR) FOR AWARDS RESULTING FROM SOLICITATION ISSUED AFTER MAY 31, 1998.

THIS RULE MORE EFFICIENTLY IMPLEMENTS THE DEBT COLLECTION IMPROVEMENT ACT OF 1996 AS IT REQUIRES CONTRACTORS TO BE REGISTERED IN CCR FOR CONSIDERATION OF FUTURE SOLICITATIONS, AWARDS, AND PAYMENT. REGISTRATION IS REQUIRED PRIOR TO AWARD OF ANY CONTRACT, BASIC AGREEMENT, BASIC ORDERING AGREEMENT, OR BLANKET PURCHASE AGREEMENT FROM A SOLICITATION ISSUED AFTER MAY 31, 1998. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

THE CCR WEB SITE MAY BE ACCESSED AT <http://ccr/edi/.disa.mil/>. YOU MAY CALL 1-888-227-2423 TO OBTAIN A REGISTRATION PACKET OR REGISTER ONLINE AT www.acq.osd.

*****Request for Quotations (RFQ) is considered for Small Business Set-Asides, Large Business will not be considered:**

Award shall be made to the Responsive Responsible Offeror Providing BEST Value to the Government

*This solicitation is an invitation to offerors to submit quotations for project entitled "Disposal of Process Waste Drums". Prospective offerors are required to prepare and submit quotations that will be evaluated in accordance with Federal Acquisition Regulations (FAR), Part 15.101-2, the lowest price technically acceptable source selection process. Quotations will be evaluated using an **ACCEPTABLE/NON-ACCEPTABLE** basis. **The lowest price technically acceptable quotation will be awarded the purchase order.** Prospective offerors must prepare and submit quotations in accordance with the requirements stated in this solicitation. Your proposal shall include: 1) responses to the technical evaluation criteria and 2) a proposed price. Your quotation should include information in the same order as listed below:*

Evaluation and award procedures- Sufficient material must be included in the proposal to allow the Government to evaluate the technical proposal. If sufficient material for any of the factors listed and /or material submitted does not meet the minimum requirements specified in the RFQ the proposal would be determined unacceptable. Those offerors not meeting the requirement of any of the factors shall be determined to be non-acceptable and receive no further consideration.

Technical proposal shall be evaluated on an acceptable and not acceptable basis only. Award will be made to the lowest priced technically acceptable proposal. However, if after initial evaluation of the proposals, if all proposals are determined to be not acceptable, at the Contracting Officer's discretion, all firms may be contacted for written or oral discussions. As a result of discussions, offerors may be required to make revisions to their initial offers.

Source Selection Board- The Contracting Officer may established a Source Selection Board to conduct an evaluation of each proposal received in response to this solicitation. The evaluation will be based exclusively on the merits and contents of each proposal and any subsequent submission required. The board will not consider any information incorporated by reference.

Price Proposal- Price is considered equally important to the Technical Evaluation Factors. For those proposal which have been deemed technically acceptable, price will become the deciding factor upon which award will be made. Accordingly, Award will be made to the offeror whose proposal is determined to be technically acceptable and at the lowest price. Price is considered independently from technical factors. Price will be reviewed for completeness reasonableness and realism. The review of price will also aid in the determination of the offer's understand of the work and the offeror's ability to perform this contract.

Technical Evaluation Factors for Award – The following criteria will be utilized as evaluation factors for award. Contractors are to submit the required documentation to demonstrate they meet the requirement of the criterion listed below. An unacceptable determination on any one criterion will deem the entire proposal to be unacceptable.

Source Selection Board- The Contracting Officer may established a Source Selection Board to conduct an evaluation of each proposal received in response to this solicitation. The evaluation will be based exclusively on the merits and contents of each proposal and any subsequent submission required. The board will not consider any information incorporated by reference

CRITERIA FOR EVALAUTION FACTORS

The following criteria will be utilized as evaluation factors for award. Contractors are to submit the required documentation to demonstrate they meet the requirements of the criterion listed below. An unacceptable determination on any one criterion will deem the entire proposal to be unacceptable.

1. EXPERIENCE/SUCCESSFUL COMPLETION OF WASTE HANDLING/DISPOSAL PROJECTS

A. Provide a written description of three hazardous materials handling/disposal projects successfully completed, or substantially completed (90 percent or more at the time of this submittal). Description should include project title, location, client, POC, type of material, method of handling/disposal, cost and dates completed. Each of the projects identified should demonstrate experience in meeting some combination of local, state and federal waste handling and disposal laws and regulations. Describe the specific laws and regulations applied. Projects identified must have been complete within the past 2 years.

1) For each project identified above, provide information that shows original cost to completion versus actual cost for completion and information that shows your firm's ability to minimize cost growth. Define reason for cost growth, if applicable. Unsubstantiated cost growth greater than 20% will be determined unacceptable.

2) For each project identified above, provide information that shows original completion schedule versus actual completion schedule and information that shows your firm's ability to maintain schedule. Unsubstantiated time growth indicates contractors inability to manage a project schedule and will be considered unacceptable.

If three projects that meet the criteria above are not identified, bidder response to this factor will be termed unacceptable.

2. MANAGEMENT AND PERSONNEL CAPABILITIES

A. Identify key personnel (both personnel associated with the prime contractor and any subcontractor) to be assigned to the project under bid. Key personnel shall include, at a minimum the Project Manager, Field Supervisor, Site Health and Safety Officer and Transportation and Disposal Coordinator. Bidders failing to identify any of the above listed personnel shall be termed unacceptable.

B. For key personnel (prime contractor and subcontractors) identified in 2.A., above, provide verification that 40-Hour Hazardous Materials training (HAZWOPER) and First Aid/CPR training have been completed and are current. Bidders proposing the use of key personnel without current HAZWOPER training will be termed unacceptable.

C. For key personnel (prime contractor and subcontractors) identified in 2.A., above, provide information highlighting past experience with waste handling/disposal. Proposed key personnel termed acceptable must have past experience with waste handling and disposal projects similar to the project under bid and in a position similar to the proposed position. The term past experience used in this context shall mean either in-the-field hands-on type experience or experience planning and managing similar projects.

D. For prime contractor and subcontractors, provide operating license(s) and permit(s) numbers (Federal, state, and local) and the state and county in which the company is located. List any citations or warnings that your firm has received for violations related to any type of waste handling/disposal project. Provide details in reference to citations or warnings received. Recurring citations or warnings and citations or warnings associated with actions that compromised the safety of an operation or associated with illegal transportation or disposal arrangements will be termed unacceptable. Local, state and/or federal agencies with whom the bidders is licensed or permitted may be contacted to verify information provided in response to this solicitation.

Submit information in all of the above areas in sufficient detail to permit accurate evaluation. Submittal of information must be in a format that follows the sequence of criteria set forth above. Absence of information requested will be deemed as if no support for the item or data on that area of expertise is available and may disqualify the bidder from further consideration.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	_____	_____

PROCESS WASTE DRUM DISPOSAL-BIG CREEK IN ACCORDANCE WITH THE STATEMENT OF WORK DATED MARCH 26, 2003. WAGE DETERMINATION NO 1996-0223, REVISION NO I2, DATED 09/23/02 IS INCORPORATED.

Item	Qty	Unit	Price	Total
A. Project Plan	1	Ea	<u>Not Sparately Priced</u>	
B. Drum T&D	1100	Ea	_____	_____
C. Super Sack T&D	60	Ea	_____	_____
D. Final Report	1	Ea	_____	_____

PURCHASE REQUEST NUMBER: W68MD9-3071-9612

NET AMT _____

**STATEMENT OF WORK
DISPOSAL OF PROCESS WASTE DRUMS
COEUR D'ALENE BASIN-BUNKER HILL SUPERFUND SITE
BIG CREEK REPOSITORY
BIG CREEK, IDAHO
March 26, 2003**

INTRODUCTION

The EPA and the State of Idaho are negotiating with Sunshine Mine for the option to purchase the Big Creek Repository site. Part of the negotiation package includes disposal of drums containing process waste from the Sunshine operations. The EPA has requested the Corps proceed with soliciting bids for the disposal of the process waste drums and the super sacks.

1.1 Background

The process associated with the generation of the antimony wastes was a refinement of ore materials, linked to the primary milling process that recovered silver from the further concentrated ore. The plant was designed to remove antimony (Sb) from the silver (Ag) ore, because Sb is a contaminant in many Silver Valley ores. The Sb Plant at the Sunshine Mill takes a flotation concentrate from the primary mill and uses a caustic sulfide leach circuit to reduce the Sb and form Sb rich liquor. The liquor is quite heavy and is amenable to be centrifuged to recover crystalline Sb or to be re-oxidized through an autoclave process. The autoclave will remove much of the sulfur attached to the Sb products. The Sb plant at the Sunshine Mill produced three primary products and a tailing. The purest product is recovered from the centrifuge and is then exposed to the electrowinning process to recover nearly pure Sb metal. The less pure forms are sold after much of sulfur is removed and the product is in the form of sodium antimonate.

The materials to be disposed of are byproducts from the different stages of the beneficiation process and are now a waste, due to the closing of the mill and mine. The chemical character of the materials is somewhat varied but in general contains low percentages of arsenic (As), lead (Pb), copper (Cu), Zinc (Zn), Ag and somewhat higher concentrations of Sb and sulfur (S). Paste pH determinations were conducted by SVL and the weighted average pH was 10.56 and the range was 6.4 to 12.8. The material ranges from 52-88% solids but the liquids will freeze at a low temperature. The process waste drums are a mixture of solids, semi-solids and a minor amount of free liquids (above 32 degrees F). There may be liquid within some of the process waste drums that appear to be solid on the surface and there may be solids within many of the process waste drums that appear unstable as a semi-solid or even liquid on the surface. Some of the process waste drums that are solid are very hard and the material cannot be easily penetrated or removed from the process waste drums. It is estimated that approximately 60%-75% of the process waste drums will have liquids in them. Laboratory analysis of a number of process waste drums is included as Attachment 1.

The approximately 1000 process waste drums are in a variety of conditions, some are in poor and need to be handled with extreme care. Others are nearly new and can withstand transport and handling. The process waste drums are banded together in groups of four and placed on a pallet for ease of handling. The process waste drums average 650 lbs, but some of the process waste drums that contain a lot of metal may weigh up to 1000 lbs each, so that the pallet may weigh 4000 lbs, a key consideration for those moving the material. The process waste drums of Sb waste are

located under snow sheds located at the mine, adjacent to the primary access road up Big Creek. Photos are presented in Attachment 2. The community is located 1-2 miles downstream. During the final stages of cleanup of the Sb Plant, Sunshine located some vats of material that had been disregarded by the plant operators during the shut down period. The vats contained both Sb and Ag metal concentrates and the contents were placed in these 1000 lb. super-sacks. There are approximately 50 super sacks and they were also placed in the snow sheds at the mine. Photographs of the drums and super sacks, as well as the surrounding area, are included as Attachment 2.

The Idaho Department of Environmental Quality (IDEQ) determined that the Sb Plant is a metal beneficiation process and the waste meets the definitions in RCRA (§ 261.4(b)(7)) as a Bevill exempt waste. The determination by the IDEQ was based on the nature of the material as a waste and the fact that it was part of a beneficiation process for metal ores. Since the material being disposed of fits the designation of a Bevill-exempt waste; it does not carry a hazardous waste designation. As a Bevill-exempt waste, the material may be disposed of in a RCRA Subtitle D landfill. However, because the waste product contains various antimony salts which are highly soluble and a potential threat to groundwater, the IDEQ and the USEPA are restricting the disposal of these materials to a Subtitle D landfill that has a bottom liner and a leak detection, collection and recovery system.

1.2 Objectives

The Contractor shall furnish all materials, equipment, personnel, transportation, and administrative support required to manifest, transport, treat, dispose, and report the disposal of approximately 1000 process waste drums and 50 super sacks of metals -contaminated waste. Specifically, the Contractor shall:

- Develop a project plan, which includes a work plan, health and safety plan, and transportation and disposal plan.
- Perform all work in accordance with applicable federal and state laws and regulations.
- Treat/stabilize waste to meet the RCRA paint filter test, thus making them a solid by definition under RCRA (Method 9095 in SW-846, 50 CFR 18370) and capable of disposal in a Subtitle D landfill.
- Provide administrative services to document, track, and report disposal of process waste drums and super sacks.
- Provide a final report, which includes a summary of work conducted and copies of weight tickets, final disposal certificates, records of all materials disposed and a final report from the disposal facility identifying the name address and telephone number of the manager or owner of the landfill, the final disposal method, along with the results of any tests conducted on site, the disposal location and total amounts of material disposed.

TASK 1: PROJECT PLAN

The Contractor shall submit a Project Plan to the USACE, which includes a Work Plan describing project tasks, identifying points of contact, an organization chart, and a project schedule. A complete organization chart shall include key personnel involved in contract execution, teaming partners, and subcontractors. Each person identified in the organization chart shall be included in the points of contact list. The Project Plan shall also include a Health and Safety plan, including an activity hazard analysis, description of standard H&S operating procedures, description of site control measures, description of accident reporting procedures, and description of emergency response procedures including directions to the nearest medical facility (refer to EM 385-1-1,

Appendix A for accident prevention plan requirements). The Project Plan shall also include a Transportation and Disposal Plan, which shall describe the handling and transport of the waste, provide information regarding the waste disposal facility, identify traffic routing, and describe spill prevention procedures.

The Contractor shall not commence field activities until USACE is in receipt of a Final Work Plan and the Final Work Plan has been approved by the USACE Project Manager or the USACE Project Engineer.

TASK 2: TRANSPORT AND DISPOSAL OF WASTE PROCESS DRUMS

The Contractor, as part of the work plan, shall identify the process and sequencing to accomplish the transport, handling, and disposal of the process waste drums and super sacks as Bevill-exempt waste to a lined RCRA Subtitle D Landfill, at a minimum. The landfill must meet the requirements of its own permits and verification that it is in good standing (no violations or releases) will be required. The contractor will provide the name of the facility, facility address, a facility point-of-contact, phone number, permit number, and list of known violation and/or releases.

Three staging areas are available for separating, mixing, equipment storage, etc.

1. The parking area across Big Creek Road from the storage sheds (snow sheds) where the process waste drums and super sacks are currently being stored. The parking area is asphalt-paved and is bordered on one side by Big Creek. Precautions will be necessary to protect the creek if this area is used. Additionally, the asphalt must be uncontaminated at the completion of the project and left in its original condition.
2. The Big Creek Repository located approximately 2 miles from the snow sheds. The Repository is bordered on two sides by Big Creek and precautions will be necessary to protect the creek if this area is used. Precautions will also be necessary to protect the Repository such that no process waste shall remain upon completion of the project or have contaminated the cover material at the Repository. The Repository must be left in its original condition.

The Contractor shall transport the process waste material according to DOT regulations, document shipping and receiving activities, track shipments, and provide documentation regarding the transportation, receipt, and disposal of the process waste material.

TASK 3: FINAL REPORT

The Contractor shall provide a final report to the USACE that includes a description of the work conducted, a copy of each shipping document, a description of treatment methods used, the disposal location of the process waste drums and super sacks, and copies of all disposal certifications.

DELIVERABLES

<u>Item</u>	<u>No. of Hard copies</u>	<u>No. of Electronic copies</u>
Project Plan	4	0
Waste Disposal Documentation	4	0
Final Report	4	1

SCHEDULE

Task	Completion Date
Pre-bid Site Walk	April 10, 2003
Project Work Plan	2 weeks after Notice to Proceed is given.
Transport and Disposal of process waste drums	3 weeks after approval of work plan. <i>Removal of process waste drums to be completed by June 13, 2003.</i>
Final Report	4 weeks after completion of T&D.

POINTS OF CONTACT

Title	Name	e-mail/phone/fax
USACE Program Manager	Ginny Dierich	Elizabeth.V.Dierich@NWS02.usace.army.mil 206-764-3265 fax 206-764-3706
USACE Project Manager	Anne McCauley	Anne.L.McCauley@NWS02.usace.army.mil 206-764-3697 fax 206-764-3706
USACE Industrial Hygiene	Kim Calhoun	Kimberly.Calhoun@NWS02.usace.army.mil 206-764-3415 fax 206-764-3706
USACE Project Engineer /Quality Assurance	Elizabeth Chien	Elizabeth.A.Chien@NWS02.usace.army.mil 206-764-6718 fax 206-764-3706

PICTURES



1. Asphalt parking area across from the drums storage area (snow sheds).



2. Drums in snow shed.



3. Drums in snow shed.



4. Super sacks in snow shed.

SERVICE WAGE RATES

Wage Determination: 1996-0223, 12
 REGISTER OF WAGE DETERMINATIONS
 UNDER THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor
 William W. Gross Division of Wage
 Director Determinations

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS
 ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210
 Wage Determination No.: 1996-0223
 Revision No.: 12
 Date of Last Revision: 09/23/2002

NATIONWIDE: Applicable in the continental U.S. and Hawaii

Regions are define as follows:

MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;

NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont;

SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia;

WEST REGION: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for removal of oil spills, hazardous waste materials and related cleanup services.

OCCUPATION TITLE	MINIMUM WAGE RATE
Airplane Pilot	21 .70
Environmental Technician	
MIDWEST REGION	20 .06
NORTHEAST REGION	21 .35
SOUTH REGION	19 .02
WEST REGION	20.17
Heavy Equipment Operator	
MIDWEST REGION	22 .54
NORTHEAST REGION	21 .41
SOUTH REGION	22 .09
WEST REGION	19 .62
Laborer	
MIDWEST REGION	12 .68
NORTHEAST REGION	12 .98
SOUTH REGION	9 .89

WEST REGION	11 .33
Truckdriver, Heavy Truck	
MIDWEST REGION	19 .33
NORTHEAST REGION	19 .39
SOUTH REGION	16 .43
WEST REGION	18 .17
Truckdriver, Light Truck	
MIDWEST REGION	11 .44
NORTHEAST REGION	14 .34
SOUTH REGION	9 .29
WEST REGION	9 .67
Truckdriver, Medium Truck	
MIDWEST REGION	18 .44
NORTHEAST REGION	18 .47
SOUTH REGION	15 .67
WEST REGION	17 .32

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$0.99 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$2.15. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that

may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}> When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

 - 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

 - 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

 - 5) The contracting officer transmits the Wage and Hour decision to the contractor.

 - 6) The contractor informs the affected employees.
- Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.243-1	Changes--Fixed Price	AUG 1987
252.204-7004	Required Central Contractor Registration	NOV 2001
252.223-7001	Hazard Warning Labels	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

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

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

"Women-owned business concern" means a concern 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 whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) 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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act --Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

___ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

___ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

- ____(ii) Alternate I of 52.225-3.
- ____(iii) Alternate II of 52.225-3.
- ____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ____(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ____(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).
- ____(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ____(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ____(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ____(28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ____Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- XX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).
- XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).
- ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

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

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

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

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

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

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

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

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

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

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

FAR: <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR: <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

DFAR: <http://www.acq.osd.mil/dp/dars/dfars.html>

(End of clause)