



RFQ No. W912DW-04-Q-0101

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

**Project: Study CP Systems for JP-8 Tanks
Manchester Fuel Department**

Location: Manchester, Washington

**SUPPLY/SERVICES SOLICITATION
AND SPECIFICATIONS
Small Business Set-Aside**

**Closing Date: 27 May 2004
Closing Time: 5:00 PM LOCAL TIME**

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

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF PAGES 11	
1. REQUEST NO. W912DW-04-Q-0101	2. DATE ISSUED 21-May-2004	3. REQUISITION/PURCHASE REQUEST NO. W68MD9-4114-3147	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329			6. DELIVER BY (Date) SEE SCHEDULE			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) RENEE R HEERHARTZ (206) 764-3478			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 TEL: FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 27-May-2004						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Provide all labor and materials FFP necessary to study the condition of the cathodic protection at the JP-8 Tank at the Manchester Fuel Department, Manchester, WA in accordance with attached Statement of Work, entitled "Study CP System for JP-8 Tanks, Manchester Fuel Department, Manchester, WA, dated 29 April 2004. A. Complete engineering inspection and evaluation of 5 impressed current cathodic protection systems Qty - 40 Hrs Unit Price \$ _____ B. Study Cathodic Protection Systems, Report Summary Qty - 20 Hrs Unit Price \$ _____ PURCHASE REQUEST NUMBER: W68MD9-4114-3147	1	Lump Sum		

NET AMT

FOB: Destination

NOTES

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>. At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

1. Representation and Certification contained herein must be complete by quoter and returned with offer.
2. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: STUDY CP SYSTEM FOR JP-8 TANKS
 MANCHESTER FUEL DEPARTMENT
 MANCHESTER, WASHINGTON

Request for Quotations No. W912DW-Q-04-0101

CLOSING DATE AND TIME: 27 MAY 04, 5:00 PM LOCAL TIME

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

3. 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 solicitations 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 WEB Site may be accessed at <http://ccr2000.com>. You may call 1-888-227-2423 to obtain a Registration Packet or to Register on Line at WWW.ACQ.OSD.MIL/EC.

4. FACNET and NON-FACNET responses will be accepted. Responses may be faxed until the time and date set for closing. Attention Faxes to Renee' Heerhartz, (206) 764-6817

5. Award will be made to the responsive responsible offeror with the lowest total price.

6. ELECTRONIC FUNDS TRANSFER (EFT): Effective 99Jun01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are 1) Foreign Vendors; 2) Government Agencies; and 3) One-time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page, www.fc.usace.army.mil. The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.

7. Please provide the following information:

Federal Tax ID Number: _____

DUNS Number: _____

Remit to Address:

Company Name: _____

Address: _____

City/State/Zip: _____

e-mail address if available: _____

Is VISA accepted as a method of payment? Yes/No

Section C - Descriptions and Specifications

STATEMENT OF WORK

STUDY CP SYSTEM FOR JP-8 TANKS
MANCHESTER FUEL DEPARTMENT
MANCHESTER, WASHINGTON
April 29, 2004

DESCRIPTION OF WORK: The Contractor shall provide all plant, labor, equipment and materials and perform all work in strict accordance with contract specifications and this Statement of Work. This service shall include production of a study of the condition of the cathodic protection at the JP-8 tanks.

Area Description: Project is located at Manchester Fuel Department, Manchester, Washington at the JP-8 tanks. There are the five impressed current cathodic protection systems to study.

Schedule Items :

1. Contractor shall perform a complete engineering inspection and evaluation of the five impressed current cathodic protection systems on the installation.
 - 1.1. The inspection shall include all rectifiers, junction boxes, test stations, and supporting equipment.
 - 1.2. Special emphasis shall be placed on the evaluation of the above ground JP-8 tank system to determine the identified problems associated with the anode bed.
2. Contractor shall obtain all necessary potential measurements to verify the data and may use previously obtained by certified, on-site, CP technician measurements.
3. The Contractor shall provide a written report of findings with specific recommendations regarding any necessary repairs, improvements and upgrades to the cathodic protection systems studied.

4. DRAWINGS AND SPECIFICATIONS

- 4.1. Drawings: No drawings.
- 4.2. Specifications: This work is governed by the contract technical specifications and this statement of work.

5. **CONSTRUCTION PHASING AND RESTRICTIONS:** The following phasing and restriction related issues may affect the work.

5.1. Work Coordination:

- 5.1.1. Work schedule must be coordinated with the facility representative. Facility work hours are Monday to Friday 7:30 am to 4:00 pm.
- 5.1.2. The Contractor shall interface with facility occupants. The work shall be planned and accomplished so that there shall be a minimum of interference and inconvenience to the staff. Do not block any building driveways, access routes, or exits without prior coordination with and approval from the Facility Manager.
- 5.1.3. The Contractor shall attend a pre-work meeting presided by the Corps of Engineers (C.O.E.), Project Lead prior to commencing construction activities. The Contractor shall contact the C.O.E. Project Lead within 5-days of Notice of Award to establish a date and time for the pre-work meeting. The

contractor shall submit a construction schedule and a Work Plan (as described below) at that meeting for government approval unless the government has previously approved these items. The schedule shall be in sufficient detail to identify all aspects of the work including outages, and tie-ins to the electrical system. The schedule shall show project tasks with duration and start and finish times.

5.2. Construction Restrictions:

5.2.1. The Contractor shall adhere to the security requirements of this facility.

5.2.1.1. Includes providing photo identification, proof of citizenship, social security number of all employees anticipated on site during period.

5.2.2. The Contractor shall observe all local, state, and federal regulations while performing this contract and all construction will meet or exceed applicable industry standards.

5.2.3. The Contractor will be responsible for obtaining any permits, approvals, or licenses required to perform the work.

5.2.4. The Contractor will schedule all utility outages a minimum of 7 days in advance with Facility Manager.

5.2.5. All work areas under this contract are strict NO SMOKING AREAS. Smoking by all personnel shall be done in designated smoking areas only.

6. CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

6.1. The Government shall make available to the Contractor, from existing outlets and supplies, reasonable amounts of potable water without charge. The Contractor shall carefully conserve potable water furnished. The Contractor, at their own expense, shall install and maintain necessary temporary connections and distribution lines and shall remove the connections and lines prior to final acceptance of construction.

6.2. Subject to available supply, the Government, without charge, shall make reasonable amounts of electric current available to the Contractor for performing work at the work area. The Contractor shall carefully conserve electricity furnished. The Contractor at their own expense shall install and maintain necessary temporary connections and distribution lines and shall remove the connections and lines prior to final acceptance of construction.

6.3. A staging area shall be provided for the contractor as directed by the Contracting Officers Representative (COR).

6.4. Work shall be performed between the hours of 7:30 AM and 4:00 PM Monday through Friday unless an alternate work schedule is approved by the COR.

6.5. The Contractor is responsible for security of his own property and security of government property when construction activities affect existing security measures.

7. CONTRACT COMPLETION REQUIREMENTS:

7.1. The Contractor shall provide the items indicated below to the COR prior to contract completion:

7.1.1. As-builts – schematic

7.1.2. Written report of findings with recommendations.

8. **PERFORMANCE PERIOD:**

- 8.1. The Contractor shall be required to commence work under this contract within 10 calendar days of Notice of Award and all work to be completed within 90 calendar days.

9. **POINTS OF CONTACT:**

- 9.1. Send all correspondence (including invoices and certified payrolls) to:

U.S. Army Corps of Engineers
Small Projects Office
ATTN: Nilo Bonifacio
PO Box 92146
Tillicum, WA 98429 – 0146

- 9.2. Project Lead - Corps of Engineers:

Brandi Dennis -Pena
(253) 966-4372 Office or (206) 595-8447 Cell

- 9.3. Quality Assurance Representative - Corps of Engineers:

James Priest
(253) 966-4373 Office (253) 370-2566 Cell

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.213-3	Notice to Suppliers	APR 1984
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-4	Recovered Material Certification	OCT 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.243-7	Notification Of Changes	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(APR 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

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

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (APR 2003).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(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) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to

provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)