

DRMS SOLICIATION PROVISIONS AND CONTRACT CLAUSES
In Full Text
May 2001

PART 4

**DRMS 52.204-9R01 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
(JAN 2000) (J.1 Clause)**

This solicitation package consists of the following documents:

(a) DD Form 1707, Information to Offerors (2 pages)

(b) Standard Form (SF) 33, Solicitation, Offer and Award Pages 1 through _____ (includes Section B through Section M).
Note: Upon award, Section IV of the Uniform Contract Format, (Sections K thru M) shall not physically be included in the resulting contract in accordance with FAR 14.201-1(c) or FAR 15.204-1(b).

(c) Attachments/Enclosures, etc.

[End]

DRMS 52.204-9R02 RESERVED

PART 9

DRMS 52.209-9R01 PREAWARD SURVEY (DEC 1995) (L.37 Clause)

(a) After solicitation opening/closing and prior to award, the Government may conduct a preaward survey of one or more offerors who may become eligible for award after final evaluation. This preaward survey will be conducted at the Contractor's facility(ies) or other location(s) as are deemed necessary by the Government. The preaward

survey is one of the factors used by the Government to determine the Contractor's ability to satisfactorily perform the work set forth in this solicitation.

(b) The preaward survey may include, but will not be limited to the following:

- | | |
|--------------------------------|--|
| 1. Technical capability | 9. Safety |
| 2. Production ability | 10. Security clearance |
| 3. Facilities and Equipment | 11. Labor Resources |
| 4. Financial capability | 12. Performance Record |
| 5. Purchasing & Subcontracting | 13. Ability to meet
Performance Schedules |
| 6. Accounting system | 14. Emergency Response
Capabilities |
| 7. Quality Assurance | 15. Transportation |
| 8. All responsibility criteria | |

(c) No. 5 listed above could include requests for evaluations of applicable ratings of socioeconomic proposal or Mentoring Business Agreements of Government Contracts.

(d) Offerors are advised that accomplishment of a preaward survey or furnishing documents to the Government is part of the evaluation process and is not to be construed as an indication that an offeror will receive award of a contract.

[End]

PART 11

52.211-9R01 CONTAINERS DRMS (OCT 1996) (H.16 Clause)

The type and size containers that will be used to turn materials in to the Defense Reutilization and Marketing Office (DRMO) will vary and may not be known prior to actual turn-in. Although the expected type of container is generally specified in the inventory, the actual furnished container utilized may include any potential commercial packaging, including but not limited to: one-half pint cans; cardboard cases; bottles/cans; 1 quart bottles/cans; 1 gallon cans; 5 gallon cans; 30 gallon and 55 gallon drums; 85 gallon overpack drums; and bulk tanks. Containers are not guaranteed to be full. Payment is based on the actual total weight of the Government furnished containers and contents. When items are contained in tanks larger than 119 gallon capacity, the contents only are to be disposed of under the bulk CLIN. Individual bulk tanks, over 119 gallon capacity will be disposed of as a separate CLIN.

[End]

DRMS 52.211-9R02 ANTICIPATED REGULATORY CHANGES (JAN 2000) (H.17 Clause)

As noted in section C, performance under any contract resulting from this solicitation must be in compliance with all local, state, and federal laws and regulations. Accordingly, it is the responsibility of the offeror to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions thereto for which public notice has been given that may reasonably be anticipated to be effective during the life of the contract.

[End]

DRMS 52.211-9R03 RESTORATION OF CONTRACTOR PREMISES (DEC 1995)

The Government has no obligation to the contractor with regards to restoration or rehabilitation of the Contractor's premises.

[End]

DRMS 52.211-9R04 INDEMNIFICATION - PRECIOUS METALS RECOVERY CONTRACTS (DEC 1999)

The Government cautions that the items, material or ingredients shipped for processing may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties. The Government assumes no liability for any damage to the property of the contractor, any person or public property or for the personal injuries, illnesses, disabilities or death to the contractor, his employees, any other persons subject to the contractor's control or any other person including members of the general public, arising from or incident to the purchase, use, processing, disposition or any subsequent operation performed upon, exposure to, or contact with any component, part, constituent or ingredient of this item, substance, or material, whether intentional or accidental. The contractor agrees to hold harmless and indemnify the Government for any and all costs and expenses incurred incidental to any claim, suit, demand, judgment, action, debt, liability costs, and attorney's fees or any other request for money or any other type of relief arising from or incident to the purchase, use, processing, disposition, subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of these items, material or substances, whether intentional or accidental.

[End]

DRMS 52.211-9R05 PROCESSING OF GOVERNMENT FURNISHED MATERIAL (JUNE 1996)

(a) The contractor shall complete the processing of all Government furnished material in accordance with Section C. The total time for processing the task order is in accordance with Section C._____. Transportation for the task order shall be in accordance with Section C._____. The quantity of material stated in Section B is estimated only. The Government reserves the right to vary the weights listed on any task order issued plus or minus twenty-five (25) percent. The contractor will be paid on the net weight processed. Twenty-four (24) hour processing is allowed.

[End]

DRMS 52.211-9R06 PERIOD OF PERFORMANCE - INCLUDING DISPOSAL AND REMOVAL (FEB 2000) (F.3 clause)

(a) The Contractor shall begin contract performance upon issuance of each written task order and provide all services listed on the Bid schedule in accordance with all terms and conditions of this contract. Task orders against this contract may be written for a period of _____ months from date of award or _____, whichever is later.

(b) All items shall be removed from the Government facilities within _____ after issuance of each written task order except as noted below. Disposal of all items identified in this contract shall be completed as follows; within two hundred (225) calendar days after issuance of each written task order for hazardous items with a final disposal method other than destructive incineration. For hazardous items that must be disposed of via destructive incineration, disposal of all items shall be completed within three hundred fifteen (315) calendar days after issuance of each written task order.

*Expedited Removal - (CS/CO will provide information here)

(c) After issuance of written task order, Management Services CLINs (6600 series CLINs) will be performed within the time frames specified as follows.

(d) All work under this contract, including submittal of all required reports and disposal documentation shall be completed/submitted to the Contracting Officer within two hundred seventy (270) calendar days after issuance of each written task order for hazardous items with a final disposal method other than destructive incineration. For hazardous items which must be disposed of via destructive incineration, all work under this contract, including submittal of all required reports, and disposal documentation shall be completed/submitted to the Contracting Officer within three hundred (360) calendar days after issuance of each written task order.

[End]

DRMS 52.211-9R07 RESERVED
DRMS 52.211-9R08 RESERVED
DRMS 52.211-9R09 RESERVED

**DRMS 52.211-9R10 REMOVAL FROM GOVERNMENT FACILITIES - HAZARDOUS WASTE
(JUN 1996) (F.9 clause)**

(a) The Government desires that all items be removed from the Government facilities within _____ calendar days after issuance of each written task order.

(b) The contractor's proposed removal time is: _____

(c) If the contractor's proposed removal time exceeds the Government's desired timeframe specified in paragraph (a) above, the contractor shall submit a detailed rationale for his proposed removal time with the contractor's technical proposal. The removal timeframes shall be as specified in paragraph (a) above unless:

(1) The contractor proposes a longer timeframe; and

(2) As a result of negotiations, the Government revises in writing its required removal timeframe.

[End]

DRMS 52.211-9R11 ASSAY EXCHANGE, SETTLEMENT, AND DEPOSIT (DEC 1999)

The contractor shall be prepared to exchange assays with the Government within thirty (30) calendar days of sampling (C._____). The Government will issue a settlement letter within thirty (30) calendar days following assay exchange(s). Batches subject to umpire procedures will be settled in accordance with C._____. Any adjustments resulting from the umpire assay will be made on a subsequent settlement letter. The contractor is required to deposit the refined precious metals by the date of deposit due established by the Government stated on the settlement letter (C._____).

[End]

DRMS 52.211-9R12 RESERVED

DRMS 52.211-9R13 INDEMNIFICATION (MAY 1998) (H.30 Clause)

Upon receipt/removal of items from the various Government installations the contractor assumes full accountability and physical custody of such

items. The Government assumes no liability for any damage to the property of the Contractor, to the property of any person, or public property or for personnel injuries, illness, disabilities or death to the Contractor, Contractor's employees, and any other person subject to the Contractor's control or any other person including members of the general public; caused in whole or in part by, (a) the Contractor's breach of any term or provision of this contract; or, (b) any negligent or willful act or omission of the Contractor, its employees or subcontractors in the performance of this contract. The Contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of RCRA, CERCLA or any similar state enforcement programs under which the government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney's fees or any other requests for monies or any other type of relief arising from or incident to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

[End]

DRMS 52.211-9R15 SUBMISSION OF DOCUMENTATION PRECIOUS METALS RECOVERY CONTRACTS (MAY 2000)

- (a) The Contractor shall submit the following documentation in the format and time frames prescribed in C._____ to the Contracting Officer prior to submission of the invoice for payment.
- | | |
|-----|-------------------------------------|
| (1) | Shipment Reports (Refer to C____) |
| (2) | Production Reports (Refer to C____) |

[End]

DRMS 52.211-9R16 REPORTING REQUIREMENTS (JAN 2000) (G.10 clause)

(a) If the contractor uses a TSDF, which requires the generator(s) of hazardous waste to register with an out-of-state hazardous waste management facility prior to utilizing the facility, then the contractor must adhere to the requirements of Section C.10, and this clause.

(b) The contractor shall prepare and provide a Summary Manifest Report, including the completed manifest documents, to the generator through the COR for filing with the state regulator offices. This Summary Manifest Report will be provided in sufficient time to allow the generators to file the reports within the time frames allotted by each state. The required time frame will be established

and documented when the Notification of Regulated Waste Activities form is submitted to the generator through the COR (see paragraph C.10).

(c) The content of this Summary Manifest Report will be in accordance with the regulations of the state requiring the report.

[End]

DRMS 52.211-9R17 INCIDENTAL FEES (JAN 2000)

Any incidental state or local fee, tax or penalty assessed against DoD/DRMS arising from the contractor's decisions in the performance of this contract will be paid by the contractor, including, but not limited to:

Any fee, tax, or penalty levied as a result of a contractor's failure to prepare and provide reports and/or documents required as part of the performance of this contract.

[End]

DRMS 52.211-9R18 RESERVED

DRMS 52.211-9R19 PROCESSING PLAN SUBMITTED WITH PROPOSAL (DEC 1995)

(a) The offeror is required to submit with his proposal a written processing plan outlining the processing methods and sampling procedures in accordance with Section _____. The processing plan must include plans for the treatment/disposal of any residual materials generated from processing in accordance with Section _____. The processing plan shall not be written to deviate from the Government specifications. The procedures should be in sufficient detail to demonstrate the offeror's ability to meet the timeframes in the contract, permit adequate monitoring of the contract, demonstrate the offeror's understanding of the scope of the work effort required and the degree of difficulty involved, and may (but need not) include information considered proprietary in nature.

(b) The processing plan shall also include, at a minimum:

- (1) Step by step procedures the contractor will follow in performance of the contract and processing of GFP/GFM.
- (2) Time schedule describing how and when each processing step will be performed.
- (3) Hours of operation
- (4) List of equipment to be used in processing
- (5) Contractor's property accountability plan for GFP/GFM

(c) The plan will be reviewed by the Government and any necessary revision will be discussed during negotiations. Government approval does not constitute a certification or guarantee of the success of any of the processes. Should processing steps fail to produce a final product meeting contract specifications, the contractor shall obtain

Government approval to modify the process and reprocess at no cost to the Government.

(d) After award, the contractor must submit any processing plan changes to include any hours of deviation to the CO, with a copy to the ACO, for review and approval before the contractor can implement any changes.

[End]

DRMS 52.211-9R20 RESERVED

DRMS 52.211-9R21 FEDERALLY OBSERVED HOLIDAYS (DEC 1995)

The following legal holidays are observed by this agency:

New Years Day	January 01*
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 04*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11*
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25*

*If this date falls on a Saturday, the proceeding Friday is the holiday; if it falls on a Sunday, the following Monday is a holiday.

[End]

DRMS 52.211-9R22 TIME OF DELIVERY (MAY 1996)

(a) The time of delivery for deliverables under this contract shall be as set forth below and in Section C.____, Statement of Work.

[End]

PART 15

**DRMS 52.215-9R01 OFFERS FROM PARTNERSHIPS OR JOINT VENTURES (DEC 1995)
(K.23 Clause)**

If the offeror is a partnership or a joint venture, so state, and enter the name and address of each partner and/or the name and address of each joint venturer. If any member of a joint venture is a

partnership, include the name and address of each partner. Continue on plain bond paper if necessary.

_____Partnership _____Joint Ventures

[End]

DRMS 52.215-9R02 HAND CARRIED AND COMMERCIALY DELIVERED OFFERS (DEC 2000) (L.34 Clause)

(a) When L.39, DRMS ELECTRONIC PROPOSAL GUIDANCE and L.40, ELECTRONIC (PAPERLESS) PROPOSAL RESPONSE REQUIRED is contained in the solicitation, all handcarried offers must be in electronic format in accordance with the instructions contained elsewhere in Section L of this solicitation.

(b) It is the offeror's (bidder's) responsibility to ensure that his offer is placed in the bid depository at the location stated below prior to the time set for receipt of offers (bids). Offerors are cautioned that hand-carried offers (bids) that are left at the Federal Center loading dock or elsewhere and arrive late at the bid depository may be rejected.

(c) Offers/bids delivered by commercial carrier (e.g., Federal Express, UPS, etc) are considered to be "hand-carried" and are subject to this provision. Accordingly, such offers/bids should be addressed and delivered to:

Contracting Officer (telephone number)
Solicitation Number/Closing Date & Time
DRMS-P, Room 2C-1-1
Federal Center
74 North Washington Avenue
Battle Creek, MI 49017-3092

(d) Offerors are further cautioned that the use of a commercial delivery service does not eliminate the requirement that the offer/bid be plainly marked with the offeror's name and address, the number of the solicitation, and the date and time set for receipt. If your delivery agent uses a delivery container that encloses and obscures the contents, you must ensure this information is prominently displayed on the outside of the delivery container.

[End]

DRMS 52.215-9R03 DRMS ELECTRONIC PROPOSAL GUIDANCE (MAY 2000) (L.39 Clause)

a. You must submit your offer/quote via paperless electronic media (see paragraph b. below) with the information required by FAR 52.215-1(c) and DRMS Clause either L.43 or L.52. Offers or quotes submitted in paper form are unacceptable and will be returned. You must submit your electronic offer or quote and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following acceptable electronic formats:

(1) Files readable using these Microsoft® 97 Office Products: WORD, EXCEL, POWERPOINT, or ACCESS. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image (scanned document that cannot show the calculations) is not acceptable.

(2) Files in Adobe® PDF (Portable Document Format).

(3) Files in HTML (Hypertext Markup Language): HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats: Before preparing your offer/quote in any other electronic format, you must e-mail the P.O.C. (identified in Block 8 of the solicitation cover sheet-DD Form 1707) to obtain a decision as to the format's acceptability. ***This e-mail must be received by the P.O.C. no later than ten calendar days before the closing date.*** Failure to e-mail the P.O.C. within this timeframe to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

b. Acceptable media: You must submit your offer or quote via 100 megabyte compressed file disk, 3 ½ inch disk, or 650 megabyte CD ROM, or E-mail. Identify the software application, and version, that you used to create each file submitted.

(1) 100 MEGABYTE COMPRESSED FILE DISK, 3 ½ INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier: Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c). Your attention is also called to the entirety of that provision—all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s) (one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Submit ONLY ONE (1) of each disk (no additional copies required).

(2) E-MAIL: If you choose to use e-mail, mail your offer/quote to the address identified in the "Notes to Offerors." DO NOT E-MAIL OFFERS/QUOTES TO THE P.O.C. Questions, however, should be emailed directly to the P.O.C. The subject line of the e-mail must read "OFFER/QUOTE - [solicitation number], COMPANY NAME, CLOSES [closing date]". Use only one of the terms OFFER or QUOTE depending on what it is you are submitting.

Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be **self-extracting**, and you must provide appropriate instructions. You may use multiple e-mail messages for each submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3". Offers/quotes submitted by E-mail are submitted at the Contractor's risk. DRMS cannot guarantee the security of the offer/quote if it is submitted via E-mail.

NOTE: Please select only one medium by which to transmit each submission. For instance, do not submit an offer via 100 megabyte Compressed file disk AND e-mail.

c. Lateness rules for submitted disks and e-mail submissions are outlined in FAR 52.215-1 and FAR 52.212-1(f). Pay particular attention to the provisions that relate to the timing of e-mail submissions.

d. Security Note: If you choose to password-protect your offer, you must provide the password to DRMS before the closing date. Contact the P.O.C. (identified in Block 8 of the DD Form 1707) to arrange a means of providing it.

e. Electronic submissions must include, as a minimum:

(1) Signature: If submitting a scanned version of a completed SF33/SF18/SF1449 cover sheet, a signature must be present on the document. If you choose to submit your offer/quote on a disk or CD-ROM per 2(a) above (and you do not wish to include a scanned signed copy of the SF33/SF18/SF1449) you must clearly mark the label of the disk or CD with the solicitation number, company name, along with the printed and signed name of person authorized to submit the offer/quote. Authentication for e-mailed submissions is verified by the offeror's return address. E-mail submission received from a third party is not acceptable.

(2) All applicable fill-in provisions.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

f. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

g. Offerors shall make every effort to ensure that their submission is virus-free. Submissions (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph f. above.

[End of provision]

DRMS 52.215-9R04 PREPROPOSAL CONFERENCE (DEC 1995) (L.41 Clause)

A preproposal conference will be conducted on/at:

Time: _____

Date: _____

Point of contact:_____

The purpose of this conference will be to discuss the nature of the requirements.

Questions should be furnished in writing to:

_____, Contracting Officer
Federal Center (DRMS-P__)
74 Washington Avenue, North
Battle Creek, MI 49017-3092

NOTE: IF MAILING, OUTSIDE ENVELOPE SHOULD BE MARKED "PREPROPOSAL CONFERENCE". QUESTIONS CAN ALSO BE FACSIMILED TO _____ OR EMAILED TO _____ (MUST BE MARKED "PREPROPOSAL CONFERENCE" AND ARRIVE AT THIS OFFICE NO LATER THAN _____).

All schedules, terms and conditions will remain unchanged after a preproposal conference, unless an amendment is issued to the solicitation.

[End]

DRMS 52.215-9R05 PROPOSAL SUBMISSION (Format and Content) (DEC 2000) (L.43 Clause)

The following describes the information that must be furnished as part of the proposal and the format in which it must be presented. Proposals which do not provide the required information in the prescribed format may be excluded from further consideration.

(a) **FORMAT:** Proposals shall be submitted with an original and 2 copies (when Electronic Proposals are required, no copies are necessary) in distinctly severable parts consisting of the following volumes (Electronic Proposals use separate titled files for each volume):

(1) **Volume I: Proposal Certifications and Price Schedule.** Automated duplication of the solicitation price schedule contained in section B of this solicitation is neither necessary nor desired (except for Electronic Proposals).

(2) **Volume II: Past Performance Proposal.** The submission of a past performance proposal is mandatory for offerors without current (within the last 2 years) relevant DRMS past performance but optional for offerors with current relevant DRMS past performance. No past performance proposal is required from firms with current relevant DRMS past performance. The Government will use the data submitted in the past performance proposal, as well as data available from other sources, within the last 2 years to evaluate past performance.

(3) **Socioeconomic Plan** (required all offerors), **Mentoring Business Agreement (MBA)** (optional small business concerns) and **Subcontracting** (not required for small business concerns).

(b) **MINIMUM CONTENT:**

(1) **Volume I, Proposal Certification and Price Schedule,** shall contain:

(i) **Section A of Solicitation, Standard Form 33,** completed and signed by an authorized representative/negotiator on behalf of the offeror (refer to L.39 for Electronic Proposals). Be sure to include cage code in block 24 of the SF 33.

(ii) **Section B of Solicitation** (completed with a schedule of prices for each item). Be sure to check for mathematical errors and rounding errors.

(iii) **Section G of Solicitation (Contract Administration Data);**

(iv) **Section K of Solicitation** completed by an authorized representative/negotiator on behalf of the offeror (Representations, Certifications and other Statements of Offeror);

(2) **Volume II, Past Performance Proposal** shall contain the information required to satisfy the provision entitled, **PAST PERFORMANCE PROPOSAL, DRMS 52.215-9R06.** Be sure to include past performance for any subcontracting plans, socioeconomic plans, and MBA's that are applicable within the last 2 years. Make available any ratings performed by Government evaluation.

(3) Volume III, Socioeconomic Plan and MBA Implementation Plan shall contain the information contained in the provision DLAD 52.215-9002, SOCIOECONOMIC PROPOSAL, DLAR 52.219-9002, MENTORING BUSINESS AGREEMENT (MBA) PROGRAM, and DRMS 52.219-9R01, MBA IMPLEMENTATION PLAN, respectively. The subcontracting plan shall contain the information required by contract clause 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN.

[End]

Alternate 1 – insert if evaluating Technical Proposal

(b) (4) Volume IV, Technical Proposal

(c) (4) Volume IV, Technical Proposal shall contain the information required by the contract provision DRMS 52.215-9R____ (L.49) MANAGEMENT PLAN.

(1) Volume IV: Technical Proposal. Offerors must submit a technical proposal in accordance with clause L.43(b)(2).

(2) Volume II, Technical Proposal shall contain the information required by the contract provision L.49, Management Plan (if required).

[End]

DRMS 52.215-9R06 ELECTRONIC (PAPERLESS) PROPOSAL RESPONSE REQUIRED (MAY 2000) (L.40 Clause)

DRMS will not accept paper proposals/offers in response to this solicitation. You are required to submit your offer via electronic media as described in L.39, DRMS ELECTRONIC PROPOSAL GUIDANCE.

[End of provision]

DRMS 52.215-9R07 PROPOSAL SUBMISSION (FORMAT AND CONTENT) (HAZARDOUS WASTE DISPOSAL SOLICITATIONS) (DEC 2000) (L.52 clause)

The following describes the information which must be furnished as part of the proposal and the format in which it must be presented. Proposals which do not provide the required information in the prescribed format may be excluded from further consideration.

(a) FORMAT: Proposals shall be submitted in distinctly severable parts consisting of the following volumes: Volume I, Volume II and Volume III.

(1) VOLUME I: Proposal Certifications and Price Schedule, (original and two copies, except when submitting Electronic Proposals). Offerors automated duplication of the solicitation price schedule

contained in Section B of this solicitation is neither necessary or desired, unless submitting electronically.

(2) VOLUME II: Past Performance Proposal (three copies, except when submitting Electronic Proposals). The submission of L.53 Non-DRMS past performance proposal is mandatory for offerors without current (within the last 2 years) relevant DRMS past performance but optional for offerors with current relevant DRMS past performance. No past performance proposal are required from firms with current relevant DRMS past performance. The Government will use the data submitted in the Past Performance Proposal, as well as data available from other sources, within the last 2 years to evaluate past performance.

(3) VOLUME III. **Mandatory** Socioeconomic Proposal (see clause L.), **Optional** DLA Mentoring Business Agreement (see clause L.) and **Mandatory** Subcontracting Plan (**Large business only**). Three copies (except when submitting Electronic Proposals) of each proposal and/or plan are required.

(c) MINIMUM CONTENT:

(1) VOLUME I, Proposal Certification and Price Schedule shall contain:

(i) Section A of solicitation, Standard Form 33, completed and signed by an authorized representative on behalf of the offeror (refer to L.39 for Electronic Proposals).

(ii) Section B of solicitation (schedule of prices for each item);

(iii) Section G of solicitation (Contract Administration Data);

(iv) Section K of solicitation (Representations, Certifications and other Statements of Offeror);

(2) VOLUME II, L.53, Past Performance Proposal.

(3) VOLUME III, Mandatory Socioeconomic Proposal (see clause L.), Optional DLA Mentoring Business Agreement (see clause L.) and Mandatory Subcontracting Plan (large business only).

[End]

DRMS 52.215-9R09 SUBMISSION OF ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS AND OF FINAL PROPOSAL REVISIONS (FPRs) BY FACSIMILE (DEC 2000) (L.57 Clause)

(a) Offerors may acknowledge the receipt of solicitation amendments by facsimile, unless L.40 is included in this solicitation. Acknowledgment of solicitation amendments must contain the required signatures.

(b) Offeror may submit FPRs by facsimile, unless L.40 is included in this solicitation. FPRs must arrive at the place and time specified in the solicitation, and must contain the required signatures.

(c) Offerors are required to promptly submit the original of any signed document.

(d) The Government will not be responsible for any failure attributable to the transmission of electronically submitted or facsimile documents. The Government will notify the offeror of any illegible facsimile copies received. The DRMS-P facsimile receiving data is as follows:

(1) Datafax number: _____

(2) Equipment Make and Model: _____

(3) E-mail address: _____

(e) Submission of an initial proposal by facsimile is not acceptable.

[End]

DRMS 52.215-9R10 TECHNICAL PLAN - PRECIOUS METALS RECOVERY (MAY 2000)

The following documentation shall be provided with the offeror's proposal. The Government in determining the technical acceptability of the offeror's proposal will evaluate this documentation.

- a. Processing Plan: a written plan outlining the contractor's processing methods and sampling procedures to include treatment and/or disposal of any residual material generated from processing. Refer to DRMS 52.211-9R19.
- b. Quality Control Plan: Refer to DRMS 52.246-9R06.

Subcontracting of the processing of the material is not allowed; therefore, the offerors are required to provide all federal, state, and local operating permits. These permits should be all inclusive of safety and environmental permits.

[End]

DRMS 52.215-9R12 AWARD EVALUATION FACTORS (JAN 2000) (M.4 Clause)

Offers determined to be responsible will be evaluated and award will be made on the basis of the lowest total price and a technically acceptable offer in accordance with the terms and conditions of this solicitation. Award will be single or multiple based on bid schedule designation. If bid schedule has geographic designations or other bid schedule designations no award will be made for less than all items of a designation (See Section B).

[End]

DRMS 52.215-9R14 EVALUATION FACTORS FOR AWARD (APR 1997) (M.13 clause)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, and demonstrates the best value to the Government in terms of past performance, price, Socioeconomic Proposal, Mentoring Business Agreement (MBA) participation, and any other factors listed.

(b) Offerors may submit a proposal for, and award will be made for:

- (1) The entire schedule (CLINS _____ - _____); or
- (2) The entire schedule less CLINS _____; or
- (3) CLINS _____ inclusive.

Awards will be based on whatever is most advantageous to the Government.

(c) Evaluation factors are listed in descending order of importance:

- (1) Past Performance (Most important).
- (2) Price (Less important than past performance, but still a significant factor).
- (3) Socioeconomic Proposal (significantly less important than past performance or price).
- (4) DLA Mentoring Business Agreement if applicable (somewhat less important than the Socioeconomic Plan). If past performance and price are determined to be comparable among offerors, the socioeconomic plan and DLA MBA will take on added importance in determining which offer represents the best value to the Government.

(d) Evaluation of Past Performance:

(1) Past performance is broken into two categories:

(i) Past performance on references that are of a similar nature to the subject solicitation.

(ii) Past performance on offeror's socioeconomic proposals; small disadvantaged, small woman owned subcontracting plans; and mentoring business agreements if applicable that were incorporated into Government contracts from previous solicitations. Past performance references of a similar nature to this solicitation are significantly more important than past performance on socioeconomic proposals, subcontracting plans, or mentoring business agreements if applicable. Past performance on socioeconomic plans, or mentoring business agreements will take on more significance when offerors' past performance on references that are of a similar nature to this solicitation are comparable to each other.

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable.

(3) In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of relevant performance on contracts of a similar nature in terms of performance timeframes, complexities of services provided will be considered by the Government to have no relevant past performance history. For hazardous waste disposal solicitations offerors having no relevant past performance in terms of waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class) in addition to the above items will also be considered by the Government to having no relevant past performance history. The Government will evaluate the experience of key personnel in accordance with submission requirements of DRMS 52.215-9R24 (L.53(b)(2)). Actual performance of applicable subcontracting plans, Socioeconomic proposals or Mentoring Business Agreements will be considered by DRMS in the offeror's past performance evaluation for this Request for Proposal (RFP).

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer

satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration.

(5) Past performance will not be scored, but the Government's conclusions about the overall quality of the offeror's past performance will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(6) By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and the offeror's business-like concern for the interests of the customer. DRMS will also consider the offeror's performance on the same or similar contracts in terms of complexities of the services provided, and the offeror's performance on Subcontracting Plans, Socioeconomic Proposals, and Mentoring Business Agreements that have been incorporated into contracts, as well as disposal of hazardous waste.

(e) Evaluation of Price: The offeror's price will be used in conjunction with the other factors to determine the proposal which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

(f) Evaluations of Socioeconomic Proposals and MBA Proposals:

(1) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged, and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged, and women owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offeror's proposal for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(2) The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby the Small Business (SB), Small Disadvantaged Businesses (SDB), and Women-owned Small Businesses (WOB) are afforded the opportunity,

through the assistance of the prime contractor, large or small firms, to participate in the DLA procurement process. The responses from offerors on the MBA program will be evaluated on a comparative basis among all offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring and teaming with SB, SDB, and WOB firms will receive the highest rating for this evaluation factor. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(3) The offeror(s) receiving award of this solicitation will have their subcontracting plan, socioeconomic proposal, and/or mentoring business agreement as applicable incorporated into the resultant contract. The contractor's ability to meet the goals of these plans could impact their past performance on new solicitations they offer on, based on paragraphs above.

[End]

DRMS 52.215-9R15 EVALUATION FACTORS FOR AWARD (FEB 2000) (M.10 Clause)

(a) The Government will make award to a single, responsible offeror whose offer(s) conforms to the solicitation and demonstrates the best value to the Government in terms of past performance, price, socioeconomic proposal, and Mentoring Business Agreements (MBA) participation.

(b) The evaluation factors are listed in descending order of importance:

(1) Past Performance (Most Important)

(2) Price (Less important than past performance but still a significant factor)

(3) **Mandatory** Socioeconomic Proposal (significantly less important than past performance or price)

(4) **Optional** DLA Mentoring Business Agreements (somewhat less important than socioeconomic plan)

If past performance and price are determined to be comparable among offerors, the socioeconomic proposal and DLA Mentoring Business Agreement will take on added importance in determining which offer represents the best value to the Government.

(c) Evaluation of Past Performance:

(1) Past performance is broken into two categories:

(i) Relevant Past Performance on references that are of a same or similar nature to the subject solicitation.

(ii) Past performance on offeror's socioeconomic proposal utilization; small, small disadvantaged, small women owned subcontracting plans; and mentoring business agreements that were incorporated into contracts from previous solicitations.

Past performance on references of a same or similar nature to the solicitation are significantly more important than past performance on socioeconomic proposal utilization, subcontracting plans, or mentoring business agreements. Past performance on socioeconomic proposal utilization, subcontracting plans, or mentoring business agreements will take on more significance when offerors past performance on references that are of a similar nature to the subject solicitation are comparable to each other.

(2) The Government will conduct a qualitative review of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is satisfactory.

(3) In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of relevant past performance on contracts of a same or similar nature in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, and complexities of the services provided will be considered by the Government to have no relevant past performance history. The Government will evaluate the experience of key personnel in accordance with submission requirements of L.53(b)(2).

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response—or lack thereof—will be taken into consideration.

(5) Past performance will not be scored, but the Government's conclusions about the overall quality of the offeror's past performance will be a factor in determining the relative merits of

the offeror's proposal and in selecting the offeror whose proposal is considered most advantageous to the Government.

(6) By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; the offeror's business-like concern for the interest of the customer; and the offeror's performance on Subcontracting Plans (applicable to large business only), Socioeconomic proposals, and Mentoring Business Agreements that have been incorporated into contracts. DRMS will also consider an offeror's performance on same or similar contracts in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, and complexities of the services provided.

(d) Evaluation of Price: The offered price will be used in conjunction with the other factors to determine the proposal, which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

(e) Evaluation of Socioeconomic and MBA Proposals:

(1) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposal for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic proposal. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(2) The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby the Small Business (SB), Small Disadvantaged Business (SDB) and Women-Owned Small Business (WOB) are afforded the opportunity, through the assistance of the prime contractor (large or small firms), to participate in the DLA procurement process. The responses from offerors on the MBA program will be evaluated on a comparative basis among all offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring and teaming with SB, SDB and WOB firms will receive the highest rating for this evaluation factor. This evaluation will assess the offeror's willingness to assist such firms in receiving better market shares under long term contracts. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means

of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(3) The offeror receiving award of this solicitation will have their socioeconomic proposal and/or mentoring business agreement incorporated into the resultant contract. The contractor's ability to meet the goals of these plans could impact their past performance on new solicitations they offer on based on c(1)(ii)above.

[End]

DRMS 52.215-9R16 RESERVED

DRMS 52.215-9R18 RESERVED

DRMS 52.215-9R24 PAST PERFORMANCE PROPOSAL (FEB 2000) (L.53 Clause)

(a) The offeror is required to provide any information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar services and performance under Socioeconomic proposals, subcontracting plans, or mentoring business agreements (MBAs) that were incorporated into contracts within the last two years. The information provided should support for a qualitative review of the offeror's record of performance in the areas of conforming to specifications, adherence to contract schedules, reputation for reasonable and cooperative behavior, commitment to customer satisfaction, and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified, what were they and what corrective action was taken.

(1) Offerors shall submit past performance data on Attachment No._____. For each reference provided, a valid name and telephone number, contract number, contract type, dollar value, contract award and completion dates, point of contact and e-mail address is required.

(2) Narrative information regarding conformance to specifications, adherence to schedules and performance deficiencies may be submitted on plain bond paper, identifying this solicitation number, and securely attached to Attachment _____. The information shall be in sufficient detail to explain how each reference relates to same or similar requirements of the instant solicitation. (For Hazardous Waste Disposal RFPs provide data in terms of waste quantities, variety of pickup locations and waste streams, performance timeframes, and complexities of services to determine relevancy of the work).

(3) If applicable, information regarding socioeconomic proposals, subcontracting plans, and MBAs should include a copy of the plan or agreement, actual results achieved, time period that the results represent, and a point of contact and telephone number of the Government representative that monitored these plans.

(b) Experience:

(1) Offeror shall submit qualifications of either the firm and/or key employees of the firm. Current (within the last 2 years) relevant experience of the firm must include the following information - name, address, telephone number, and point of contact, type of contract, for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity, and type of services rendered (If hazardous waste disposal services provide waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class), performance timeframes and complexities of services. In addition a qualitative review will be conducted in the area of conforming to specification, adherence to contract schedules, reputation for reasonable and cooperative behavior commitment to customer satisfaction and business like concerns for the interest of the customer.

(2) If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

(i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to the services required by this solicitation.

(ii) College degrees earned from accredited institutions, names and locations of the institutions attended, major subject studied and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a degree and/or hands on experience to include dates of experience that directly relate to the services required by this solicitation.

[End]

PART 16

DRMS 52.216-9R01 CONTRACT QUANTITY LIMITATIONS (JUL 1996) (H.24 Clause)

(a) For each contract period (base, first option, second option, etc.), the Government is not obligated to purchase, nor is the contractor obligated to furnish services under this contract for any CLIN for which the Government has ordered 200% or more of the estimated quantity of the CLIN and the difference between the estimated dollar amount of the CLIN and the dollar amount actually ordered exceeds \$100,000.00.

(b) Notwithstanding paragraph (a) above, the contractor shall honor any task order exceeding the limitations in paragraph (a) unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance, with written notice stating the contractor's intent not to perform the item (or items) called for and the reasons. Upon receipt of this notice, the Government may acquire the service from another source.

(c) If this contract is not terminated, in full or in part, and if the Government fails to order at least 25% of the total estimated price of the entire contract during the ordering period of the contract; it is agreed that the contractor may submit a request for equitable adjustment. It is agreed that it is the contractor's responsibility to establish that the Government's failure to order at least 25% of the total estimated price of the entire contract caused them to incur additional costs that were not recoverable on the services that were actually ordered by the Government.

[End]

DRMS 52.216-9R02 LIMITATIONS OF REQUIREMENTS (JUL 1996) (I.115 Clause)

(a) The services requirements included in this solicitation, and any resulting contract, are those of the Defense Reutilization and Marketing Service (DRMS). The DRMS provides hazardous property management and disposal services for DoD subordinate units and Federal civil agencies. Prior to becoming part of the DRMS disposal requirement, hazardous property may be re-utilized, transferred, donated, or sold in accordance with Federal regulations.

(b) DRMS lacks the ability to control hazardous waste disposal decisions of individual military or subordinate units and Federal civil agencies. Although one or more military subordinate units or federal civil agencies may be listed as pick up point(s) under this contract, such pick up point(s) are not "Government activity or activities specified in the Schedule" within the context or meaning of subparagraph (c) of the requirements clause, FAR 52.216-21, Requirements.

(c) The hazardous property management disposal services being acquired by this contract are exclusively those of the DRMS. Until and unless specified military subordinate unit or Federal civil agency formally turns in hazardous property, and that property fails the reutilization transfer, donation, or sales process or requests a specific hazardous property management service, such property or service shall not become part of this contract.

[End]

PART 17**DRMS 52.217-9R01 OPTION TO EXTEND THE TERM OF THE CONTRACT (JAN 2000)
(F.8 clause)**

In accordance with I.102, OPTION TO EXTEND THE TERM OF THE CONTRACT, FAR 52.217-9, the Government may unilaterally extend the contract period for a period of twelve (12) months within the limits and at the rates stated in the schedule. The Contracting Officer may exercise this option by written notice to the contractor at least fourteen (14) days before the end of the current bid schedule in effect as of the date of the written notice. If the Government exercises this option, the extended contract shall be considered to include this option provision.

[End]

DRMS 52.217-9R02 EXTENSION OF SERVICES (JAN 2000) (F.10 clause)

In accordance with clause I.27, OPTION TO EXTEND SERVICES, FAR 52.217-8, the Government may unilaterally extend the contract period upon the same terms and conditions of the contract for a period not to exceed six (6) months.

The Government may extend the contract period under this clause and clause I.27 at the end of the base contract period or at the end of the _____ month option period.

The Government must notify the contractor of extensions authorized under this clause and clause I.27 by written notice at least seven (7) calendar days prior to the end of the base period, any option period, or any previous extension.

As a condition of this clause signing the SF33 block 17, the contractor agrees that exercise of this extension by modification will be at the same rates or prices as listed in the bid schedule in effect as of the date of issuance of this modification.

[End]

DRMS 52.217-9R03 RESERVED

DRMS 52.217-9R04 RESERVED

DRMS 52.217-9R05 SERVICES (MAR 1993) (B.1 Clause)

The contractor shall provide all non-personal services necessary for the disposal of the items listed on the schedule in accordance with all the terms and conditions of this contract.

[End]

DRMS 52.217-9R06 BASIC AND OPTION PERIOD PRICING (MAR 1993) (B.2 Clause)

(a) Pages _____ through _____ are the estimated generations for the 18-month base period. Pages _____ through _____ are the estimated generations for the first 12-month option period. Pages _____ through _____ are the estimated generations for the second 12-month option period.

(b) For evaluation purposes, the following is to be completed:

(1) Total estimated price, 18-month base period \$_____ from page _____ of _____.

(2) Total estimated price, first 12-month option period \$_____ from page _____ of _____.

(3) Total estimated price, second 12-month option period \$_____ from page _____ of _____.

(4) Total estimated price for evaluation purposes \$_____ (add lines (1), (2) and (3)).

[End]

DRMS 52.217-9R07 BASIC AND OPTION PERIOD UNIT PRICING (JAN 2000) (B.4 Clause)

Offerors are cautioned against offering more than one price, a range of prices, or a "split bid" with respect to any contract line item and are advised that, for purposes of this procurement, DRMS will consider any such method of pricing to be a material deviation from the bid schedule and/or a nonconforming proposal that will be excluded from further consideration. Offerors must list only one price for any individual CLIN in any single contract period.

Alternate proposals will be considered if L.64, FAR 52.215-1, Alternate II is included in this request for proposal (RFP). All alternate proposals will be properly marked as an "Alternate Proposal" and in accordance with L.64 (FAR 52.215-1, Alternate II). Any such proposal will be considered and evaluated by DRMS to the extent that time constraints allow and in accordance with L.64 (FAR 52.215-1, Alternate II).

[End]

DRMS 52.217-9R08 CONTRACT MINIMUM/MAXIMUM (FEB 2000) (B.5 Clause)

(a) This contract is a firm-fixed price indefinite quantity contract with the minimum and maximum for each period listed below. The contract minimum is to be paid only in the event the Government fails to order services equal to the amount established for each performance period. If services are ordered in an amount less than the minimum for a period, the contractor will be paid the difference between the contract minimum and the amount offered.

	<u>Minimum</u>	<u>Maximum</u>
Base Period		
Option Period 1		
Option Period 2		
Option Period 3		

(b) Clause F.10 allows the Government to unilaterally extend the contract for six months at the end of either the base or any option period. If less than six (6) months of the extension is utilized, the minimum for the length of the extension will be established by dividing the minimum guarantee by six (6) and multiplying by the length of the extension. As an example, if the Government established the minimum at \$80,000.00 and extended the contract only four (4) months, the minimum for the extension will be \$53,332.00. This was calculated as follows: $(\$80,000/6 = \$13,333.00)$ ($\$13,333 \times 4 = \$53,332.00$).

[End]

PART 19**DRMS 52.219-9R01 MBA IMPLEMENTATION PLAN (JUL 1996) (L.27 Clause)**

In accordance with DLAD 52.219-9002, the contractor may submit an implementation plan for participation in the DLA Mentoring Business Agreement (MBA) Program. This program was developed to provide maximum opportunity to the small business community. Participation in the MBA Program plan is elective, however, proposals that demonstrate a strong commitment to affording small, small disadvantaged, and small women-owned business opportunities to compete in the reengineered business environment may receive a more favorable rating for this evaluation factor than those that demonstrate little or no commitment. These opportunities can take the form of providing assistance to make the

business a strong competitor for subcontracting opportunities, become a valued supplier, or performing a part of the contract work in conjunction with the prime through a type of teaming arrangement. There is no limit to the type of assistance the prime contractor may provide to achieve its objectives. Successful proposals will be incorporated into the contract and will be monitored during contract performance.

[End]

PART 22

DRMS 52.222-9R01 DEPARTMENT OF LABOR WAGE DETERMINATION (DEC 1995) (H.3 clause)

Wage Determination Number _____ dated _____ is applicable to this contract, and is made a part of the contract as Attachment Number _____.

[End]

DRMS 52.222-9R02 KEY PERSONNEL REQUIREMENTS (MAY 1996)

(a) Certain experienced professional personnel are essential for the successful completion of the work to be performed under this contract. These positions are defined as key personnel. The Government considers the following as key personnel:

The contractor agrees such personnel shall not be removed from the performance of this contract or replaced without the prior consent of the Contracting Officer.

(b) If one or more key personnel becomes, or is expected to become unavailable for work under this contract for a continuous period exceeding _____ days; or is expected to devote substantially less direct effort to the work than initially anticipated in the contractor's Management Plan submitted under Provision L._____, the contractor shall immediately notify the Contracting Officer in writing of such conditions and request substitution of key personnel.

(c) All requests for personnel substitution must be in writing. All requests must contain the complete resume of the proposed substitute personnel and any other relevant information requested by the Contracting Officer. The contractor shall replace such personnel with skilled, experienced, and professional substitute personnel of equal or better skill and experience. The Contracting Officer shall evaluate such requests and promptly notify the contractor in writing of his approval or disapproval.

(d) If the Contracting Officer determines that suitable and timely replacement of key personnel is not forthcoming, or that the resultant reduction of direct productive effort would be so substantial as to endanger the successful completion of the contract, the Contracting Officer may terminate the contract.

[End]

PART 28

DRMS 52.228-9R01 CERTIFICATE OF INSURANCE (DEC 1995) (F.11 clause)

In accordance with the clause I.103, INSURANCE - WORK ON A GOVERNMENT INSTALLATION, FAR 52.228-5, a Certificate of Insurance shall be provided to the contracting officer at the address listed in Block 5 of the Standard Form 26, AWARD/CONTRACT upon request.

[End]

DRMS 52.228-9R02 REQUIRED INSURANCE - PRECIOUS METALS RECOVERY (DEC 1995)

(a) As provided in the clause entitled GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) FAR 52.245-2, the contractor is responsible for any loss or damage to Government Furnished Property/Material (GFP/GFM) furnished to the contractor. Therefore, the contractor shall purchase and maintain, during the contract period "All Risk" insurance in the following amounts: _____

for the quantities covering GFP/GFM.

(b) Within ten (10) days after the date of award, the contractor must furnish to the contracting officer a copy of the paid-up policy of insurance, or a certificate issued by the insurer, protecting the Government against any loss or damage of GFP/GFM in the amount specified in paragraph (a) above. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed, and in no event less than 30 days after written notice to the contracting officer. Failure of the contractor to furnish a copy of the insurance policy or certificate of insurance will subject the contract to termination pursuant to the clause entitled DEFAULT (FIXED PRICE SUPPLY AND SERVICE CONTRACTS), FAR 52.249-8 without further notice.

(c) It is understood and agreed that if Government property is lost or damaged prior to being assayed, contractor liability will be

determined by the contracting officer based on the Government estimated value of the material as specified in paragraph (a) above.

(d) Insurance must specify it is operative through deposit of refined metals regardless of when release of Government material occurs.

[End]

DRMS 52.228-9R03 RESERVED

PART 32

**DRMS 52.232-9R01 SUBMISSION OF DOCUMENTATION, ACCEPTANCE AND INVOICING
(FEB 1998) (G.11 clause)**

(a) SUBMISSION OF DOCUMENTATION

(1) The contractor shall submit, within the time period prescribed in the clause entitled PERIOD OF PERFORMANCE - HAZARDOUS WASTE DISPOSAL, DRMS 52.211-9R06 the following documentation:

(i) a cover letter, original and one copy, signed by a responsible company official certifying that all services rendered were performed in accordance with the terms and conditions of the contract and that reports of analysis have been provided to the Contracting Officer's Representative (COR).

(ii) All Manifest Tracking Logs (DRMS Form 1683), dated and signed by a responsible company official.

(iii) All manifests or bills of lading, original and one copy.

(iv) All Orders for Supplies or Services, DD Form 1155, or any other document which serves as the pick up report, original and one copy.

(v) All certifications of recycling signed by a responsible facility official, original and one copy.

(vi) All waste analysis, waste profile sheets, and land disposal restriction (LDR) forms, if not previously provided to the COR, original and one copy.

(vii) Only items (i) and (iv) are required for Special Requirements CLINS 6600 through 6699.

(2) This documentation will be submitted to:

(i) Defense Reutilization and Marketing Service
ATTN: DRMS-LHO_
74 N. Washington Avenue
Battle Creek MI 49017-3092

(ii) Two (2) copies of each Certificate of Recycling must also be provided to the applicable Defense Reutilization and Marketing Office (DRMOs)).

(b) ACCEPTANCE OF SERVICES

(1) Upon receipt of the documentation discussed above, the services will be inspected, including review of the documentation submitted. The Government inspection period shall not exceed twenty (20) days. The system generated 591 report will be forwarded to the contractor signifying acceptance of services. A 591 report is considered "issued when the Government deposits it in the mail. Untimely certification will be taken into account in the computation of any interest penalty owed the contractor under the Prompt Payment clause of this contract.

(2) If the Government decides not to accept the services, in whole or in part, because of deficiencies in the service or documentation provided by the Contractor, the Government will issue the Contractor written notification of deficiency within fifteen (15) calendar days after the completion of the inspection period specifying therein all deficiencies detected in the documents forwarded. If mailed, a notification is considered "issued" when the Government deposits it in the mail. While such deficiencies shall preclude entitlement to interest based on constructive acceptance (reference clause PROMPT PAYMENT, FAR 52.232-25(a)(5)(ii)), untimely notification will be taken into account in the computation of any interest penalty owed the Contractor under the Prompt Payment Clause of this contract.

(3) Upon subsequent correction of the noted deficiencies and acceptance of services, the Government representative will issue a 591 report for those services.

(c) INVOICING

(1) After receipt of the 591 report, the contractor may submit its invoice for payment for those items accepted. Separate invoices will be submitted for each task order issued under the contract. The contractor shall submit the following documentation as a request for payment of the accepted services:

(i) Original and three (3) copies of the invoice (Either the 591 report with company invoice number, remittance address, original signature and date OR original company generated invoice with original 591 attached, accompanied by the same number of copies as specified above).

(ii) The information required by the clause entitled PROMPT PAYMENT, FAR 52.232-25, paragraphs (a)(3)(i) through (ix).

(iii) The contractor shall submit invoices to:

Defense Finance and Accounting Service
Attn.: DFAS-CO-LC
P.O. Box 369016
Columbus OH 43236-9016

[End]

DRMS 52.232-9R02 INVOICING - PRECIOUS METALS RECOVERY CONTRACTS (JAN 2000)

(a) The contractor shall submit an original invoice to the Contracting Officer's Representative (COR) at the following address:

Defense Reutilization and Marketing Office
Attn: DRMS-LMS
74 N. Washington Avenue
Battle Creek, MI 49017-3092

Submission of the invoice certifies that all services rendered were performed in accordance with the terms and conditions of the contract, that deposits for the invoiced items have been made, and that all necessary documentation required by Section C has been provided to the Contracting Officer (CO). Deposits must be made and all documentation must be submitted to the CO prior to submission of the invoice. The COR will certify the invoice and forward the invoice and the required copies to the payment office. The designated payment office is located at the Defense Finance and Accounting Service in Columbus, Ohio. The appropriate post office box and division will be specified on the award document (SF-26).

(b) Payment will be based on the net weight processed.

(c) Payment for non-conforming material received at the contractor's facility may be allowed, after verification by the Administrative Contracting Officer and authorization by the Contracting Officer.

(d) The Contracting Officer will not authorize payment until the precious metals due the Government have been deposited and accepted into the Government account. In cases of an umpire assay, payment will be made on the lots/task orders under umpire, after settlement of the umpire and deposit of any precious metals due to the Government.

(e) All payments will be made in accordance with the clause entitled, PROMPT PAYMENT FAR 52.232-25.

[End]

**DRMS 52.232-9R03 PARTIAL PAYMENTS UPON FINAL DISPOSAL (FEB 1998)
(G.12 clause)**

(a) Partial task order payments will be effected in accordance with the Clause entitled Payments FAR 52.232-1, when the Contractor has satisfactorily completed the following services on a delivery order:

(1) Removed all Contract Line Item Numbers (CLINs) on a delivery order from Government facilities in accordance with the terms and conditions of this contract.

(2) Documented in accordance with the terms and conditions of this contract, acceptance of the hazardous wastes at the facility that will apply final treatment/disposal for which partial payment is requested.

(b) No partial task order payment will be effected under this clause except as provided for in (a)(1) and (2) above unless the Contracting Officer determines that the failure of the Contractor to remove all CLINs on a task order arose out of causes beyond the control and without the fault or negligence of the Contractor. In such event, the Contracting Officer may authorize partial delivery order payment for hazardous wastes when documentation has been provided to support its acceptance at the facility that will apply final treatment/disposal, notwithstanding the Contractor's failure to remove all CLINs covered by such task order.

[End]

**DRMS 52.232-9R05 PARTIAL PAYMENTS - HAZARDOUS WASTE DISPOSAL
CONTRACTS (JUN 1996)**

(a) Partial payments, defined as seventy five percent (75%) of the contract line item price may be paid in accordance with the clause entitled PAYMENTS, FAR 52.232-1, when the contractor has satisfactorily removed all contract line item numbers (CLINS) on a task order from Government facilities in accordance with the terms and conditions of this contract, and accomplished the following:

(1) Removed the items from the Government facilities in accordance with the terms and conditions of the contract.

(2) Properly documented the removal in accordance with the terms and conditions of the contract.

(3) Documented to the Contracting Officer's satisfaction that the item(s) has been accepted at the TSDF (approved for use under this contract) where the item(s) will undergo final treatment and disposal. This documentation would normally include a manifest signed by the accepting TSDF.

(4) Only one (1) partial payment request may be submitted per task order prior to final disposal.

(b) SUBMISSION OF DOCUMENTATION

(1) The contractor shall submit the following documentation to the contracting officer to support partial payments under this clause.

(i) A cover letter, original and one (1) copy, signed by a responsible company official certifying that all services rendered were performed in accordance with the terms and conditions of the contract.

(ii) DD Form 1155, Order for Supplies or Services, annotate to show only those line items submitted for acceptance and partial payment, original and four (4) copies.

(iii) All cognizant manifests or bills of lading, original and one (1) copy.

(iv) All DD Form 1155, Orders for Supplies or Services or all Pickup Reports, as applicable, original and one (1) copy.

(c) ACCEPTANCE OF SERVICE AND INVOICING for partial payments shall be as specified in the clause entitled, SUBMISSION OF DOCUMENTATION, ACCEPTANCE, AND INVOICING.

(d) The remaining item(s) shall be invoiced at the time of final disposal, see PARTIAL PAYMENTS UPON FINAL DISPOSAL.

[End]

PART 33

DRMS 52.233-9R01 ALTERNATE PROTEST PROCEDURES (JAN 1997) (L.28 clause)

(a) In accordance with DLAD 4105.1, Subpart 33.103(c), offerors may submit protests to the Defense Reutilization and Marketing Service, to the contracting officer, or may elect to use the alternative protest procedure, which assures the protest will be reviewed at a level above the contracting officer.

(b) Offerors who elect to submit protests to the contracting officer shall submit their protests to the contracting officer at the address listed in this solicitation.

(c) Offerors who elect to utilize the alternate procedure shall submit their protest to the following address: Defense Reutilization and Marketing Office, Attn.: _____, 74 N. Washington Avenue, Battle Creek MI 49017-3092.

{End}

DRMS 52.233-9R02 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (April 20, 2000) (I.69 clause)

The parties agree to use their best efforts to resolve any disputes that may arise without litigation, If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) FAR 33.214 Alternate Disputes Resolution, techniques in an attempt to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute. If the ADR is not successful, the parties retain their existing rights.

If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

[End]

PART 42

DRMS 52.242-9R01 RESERVED

**DRMS 52.242-9R02 ADMINISTRATIVE CONTRACTING OFFICER (ACO) FUNCTIONS -
PRECIOUS METALS RECOVERY CONTRACTS (DEC 1995)**

(a) The Government will appoint an Administrative Contracting Officer (ACO) to administer this contract. The name of the ACO will be provided to the contractor at the post award orientation conference. The ACO, the ACO designee, or other authorized Government representative has every right to monitor the contractor during the performance of this contract.

(b) This monitoring includes, but is not limited to, inspection of the facilities as well as the following recommended areas:

- o Certify receipt of property as to gross weight of each pallet and pallet count
- o Certify truck and trailer license and identification numbers
- o Verify material loading for recovery process start up cycle
- o Monitor the recovery cycle
- o Verify weighing and removal of any dried or in-process material prior to final furnace reduction to the homogeneous state for assay
- o Witness the net weighing of GFM/GFP for contractor payment
- o Take custody of Government samples
- o Monitor contractor performance
- o Verify and ensure safety and security of the area in which property is stored
- o Verify security and integrity of poured bars assayed material until release is authorized by the CO
- o Place any seals necessary
- o Any other duties necessary to verify the audit trail and accountability of the Government material during the processing cycle.

[End]

DRMS 52.242-9R03 REMITTANCE ADDRESS (DEC 1995) (G.6 clause)

Prospective Contractors are requested to provide the following information:

REMITTANCE MAILING ADDRESS: _____

[End]

PART 44

DRMS 52.244-9R01 USE OF TSDFS AND TRANSPORTERS (DEC 2000) (H.5 clause)

(a) The contractor shall use only the transporters and treatment, storage and recycling, and disposal facilities (TSDFs) from the Qualified Facilities List and Qualified Transporters List. These lists are located on the world wide web (www) at either <http://www.dla.mil/drms> or <http://www.dla.mil/drms/newenv/index.html>. Contractors who do not have access to the World Wide Web may request a copy of the above lists from the contracting officer. See the clause entitled ADDITIONAL TSDFS AND TRANSPORTERS DRMS 52.244-9R02 for information on how the contractor may request that a transporter or TSDF be added to the qualified lists.

(b) DRMS has reviewed these TSDFs and Transporters in the past and has no reason to believe that they do not meet the standards included herein. Inclusion of TSDFs and transporter on the Qualified List does not constitute a determination of the acceptability of these TSDFs and Transporters for the requirements of this solicitation and any resultant contract or relieve the contractor of any responsibility for performing the contract resulting from this solicitation. It is the offeror's responsibility to ensure that it can perform all work required by this RFP with the firms listed on the World Wide Web, and to propose additions firms under this clause entitled ADDITIONAL TSDFS AND TRANSPORTERS DRMS 52.244-9R02 to perform the work required if the firms on the qualified lists cannot meet the requirements. It does not imply consent by the Government to any subcontracts let by the contractor in performance of the contract resulting from this solicitation.

(c) At any time during the period of this contract, the Government may remove a TSDF from the Qualified Facilities List located on the World Wide Web if any of the following apply:

(1) The TSDF is currently closed.

(2) The TSDF is identified as a significant noncomplier (exhibiting RCRA Class I violations for groundwater monitoring, closure, post-closure, or financial responsibility), and has not entered into a compliance schedule of similar action.

(3) The TSDF has been cited via an administrative order or judicial action, and the TSDF has not entered into a compliance schedule or similar action within 180 days from the time order or judicial action was issued.

(4) The TSDF has exhibited a history of noncompliance (including, but not limited to RCRA class I and II violations, OSHA violations, state and local violations, and DoT violations) or exhibited a lack of "good faith" in correcting violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance

with the agreement for at least six months. Repeated violations may be considered as a lack of "good faith".

(5) The TSDF has been identified as having groundwater contamination or is not acceptable under the state's groundwater anti-degradation policy.

(6) The TSDF is not permitted to and/or is not capable of handling the property proposed.

(7) The TSDF received a negative recommendation as a result of a DRMS inspection visit during the preceding twelve (12) months without substantive evidence of corrected deficiencies.

(8) The TSDF stores/treats the waste, then ships out the regulated DRMS hazardous waste to a TSDF excluded under the requirements of this paragraph (c).

(9) The TSDF's financial assurance is not sufficient to protect the Government's long term interests.

(10) Facilities that are unable to track property from entry to exit.

(11) The TSDF manages property in a manner that causes the generator of the manifest to file exception reports in accordance with 40 CFR 262.42(a)(2), or a state equivalent.

(12) The facility has not received any DRMS wastes for a period of twelve consecutive months.

(13) DRMS is unable to validate/update the required data elements noted in H.6(b) & (c).

(d) At any time during the period of this contract, the Government may remove a transporter from the Qualified Transporter List if any of the following apply:

(1) The transporter does not have the appropriate Federal/state/local permits to transport property under this contract (hazardous or non-hazardous).

(2) Transporter has not provided documentation of at least a "satisfactory" rating from DoT Office of Motor Carriers (OMC) or the California Highway Patrol. Should conflicting ratings be assigned, the most recent inspection will take precedence. Transporters used outside the 50 contiguous states are not required to provide an OMC satisfactory rating. All other requirements cited are applicable.

(3) The transporter has exhibited a history of noncompliance (including RCRA, DoT, OSHA and state and local regulations governing hazardous material hauling and motor carrier/marine safety).

(4) The transporter has been cited via an administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

(e) Transporters or TSDFs may be deleted at any time from the facilities or transporters lists. DRMS will inform contractors that currently hold DRMS contracts, via letter or facsimile, when facilities or transporters are deleted. Contractors should consult the Qualified Facilities and Qualified Transporters list prior to any actual use under the contract. Facilities or transporters appearing on a qualified list the day a delivery order is issued are in effect for the duration that delivery order is open.

(f) The contractor will not add a fuels blender/burner or ship any subsequent residual waste derived from fuels blending to any facility/burner without prior approval from DRMS.

[End]

**DRMS 52.244-9R02 ADDITIONAL TSDFs AND TRANSPORTERS (JAN 2000)(H.6
clause)**

a. During the solicitation process or life of the contract the contractor may request to add TSDFs or transporters to the Qualified Facilities List or Qualified Transporters List located on the world wide web (www). TSDFs or Transporters submitted at solicitation closing under this clause will be reviewed and the offeror will be informed if the firm is: Acceptable, Unacceptable, or Acceptable with additional information. If the TSDF or transporter is Acceptable with additional information, the offeror will be given an opportunity to submit the additional information in regards to these firms prior to the request for Final Proposal Revision. Offerors will be informed the reason why a firm is considered unacceptable. Offerors are cautioned that DRMS must have sufficient time to adequately review submittals under H.6. Request for additions to the Qualified List(s) shall be submitted at solicitation closing date, additions after closing date may not provide sufficient time for evaluation. The offeror is responsible for submittal in a timely manner.

b. The proposed TSDFs or transporters will not be added to the Qualified Facilities List or Qualified Transporters List if any of the reasons in H.5(c) and (d) apply. The request by the contractor to have a TSDF or transporter added to the Qualified Facilities List or Qualified Transporters List does not relieve the contractor of his contractual obligation to perform in accordance with the contract terms and conditions including the existing Qualified Facilities List or Qualified Transporters List and existing prices.

Firms submitted by offerors (and approved by DRMS) for addition to the qualified lists prior to contract award will not be added to the www unless the offeror submitting the addition(s) receives award of the contract for which the addition(s) was/were requested. Post-award requests for additions to the Qualified List(s) or requests from TSDFs and transporters to have their firm added to the qualified list(s) will be added to the www upon approval.

c. The contractor shall provide the following information for RCRA permitted TSDF's and Non-RCRA landfills including, but not limited to:

(1)

(a) complete address, telephone number and EPA ID number, (b) cover page/section of permit, (c) permit excerpts specifying acceptable waste streams, (d) permit excerpts specifying storage, treatment and disposal processes, (e) evidence that closure funding is current IAW permit. NOTE: Providing specific regulatory points of contact may expedite DRMS' review. The TSDF EPA identification number will be utilized as the DRMS Base Operating Support System (BOSS) number for administrative purposes.

(2)

The contractor shall provide the following information for each non-RCRA facility including, but not limited to:

(a) complete address and telephone number,

(b) cover page/section of primary operating permit(s),

(c) permit excerpts specifying acceptable waste streams,

(d) permit excerpts specifying storage, treatment and disposal processes,

(e) evidence that closure funding is current IAW permit. If there is no permit or regulatory requirement for closure funding, then evidence of satisfactory financial assurance or pollution liability or environmental impairment insurance shall be provided. For those facilities (TSCA, recycling exempt", etc.) having only an authorization letter from the regulator, the contractor shall provide the facility's official application letter(s)/package(s) which specify the required information (b-d.) above. Providing specific regulatory points of contact may expedite DRMS' review. A DRMS created BOSS number will be assigned for the approved non-RCRA facility for administrative purposes.

(3) Each non-RCRA facility proposed by the offeror must have, as a minimum, a Federal/state/local permit, insurance, and be in good standing with the regulatory community. The facility must be subject to a regular compliance schedule with the regulatory community. A regular compliance schedule will include, at a minimum, one federal, state or local regulatory inspection during a calendar year.

d. The contractor shall provide the following information for proposed transporters:

(1) Name and address of transporter and EPA identification number.

(2) Evidence of a "satisfactory" rating from the DoT Office of Motor Carriers (OMC) or equivalent state agency.

(3) For each water shipment, provide appropriate Certificates of Documentation, Financial Responsibility and Inspection.

(4) For each railroad company proposed, provide the 2-4 digit unique alpha code used in the industry for identification purposes.

e. The TSDFs and transporters listed on the Qualified Facilities List or Qualified Transporters List for use under this contract are only listed for use subject to all services being performed in accordance with all federal, state, and local laws and regulations and the TSDF's and transporter's permit.

[End]

PART 46

DRMS 52.246-9R01 PACKAGING, MARKING AND LABELING (JUN 1999)(D.1 clause)

(a) The contractor shall package, mark, label and placard all items in such a manner that all applicable Federal, state, and local EPA and DoT regulations are met. Packaging, shipping names, marking, labeling, placarding, etc., under the terms of this contract will be in accordance with 49 CFR. If items must be packaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials. When repackaging is necessary, the contractor shall be responsible for disposal of the original container and for packaging in a manner that complies with all applicable Federal, state, and local EPA and DoT regulations (49 CFR). The contractor shall provide and affix the appropriate placards to each vehicle prior to leaving Government premises.

(b) If the contractor elects to package compatible items in the same container, the contractor must provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outermost container. A copy of the packing list must be attached to the manifest. Contractor furnished overpack containers and materials will not be included in the total weight calculations for payment purposes.

(c) The contractor shall not package RCRA or state regulated waste (CLINS 9101 through 9899) together with non-regulated waste (CLINS 9901 through 9999)

[End]

DRMS 52.246-9R03 GOVERNMENT INSPECTION (JAN 2000)
(Clause E.4)

(a) All services will at all times be subject to inspection by the Contracting Officer and his authorized representatives. The Government has the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any Government entity or agency to the contractor or its subcontractors that are applicable to the performance of services under this contract. The Government has the right to inspect and test, at its own expense, operations conducted by the contractor or its subcontractors in the performance of this contract.

(b) The Government will be afforded free access to any facility used by the contractor and any subcontractors in performing services under this contract, including offices and facilities where contract-related records are retained. Government inspections of contractor and subcontractor facilities may be scheduled or unscheduled, i.e., announced or unannounced. The purpose of these inspections is to assist the Government in determining the conformance of services with contract requirements.

(c) The contractor is solely and exclusively responsible for the quality of all services performed under this contract. The Government's right to conduct inspections at Government, contractor, or subcontractor facilities, does not relieve the contractor of this responsibility. Neither Government failure to make such inspection, nor failure to discover nonconforming services, shall prejudice the rights of the Government thereafter to reject services, nor relieve the contractor of its obligation to perform work strictly in accordance with the contract.

(d) The contractor, in its agreements with subcontractors, shall ensure that the inspection rights described herein are afforded the Government by each subcontractor performing services under this contract.

DRMS 52.246-9R04 INSPECTION AND ACCEPTANCE SERVICES (DEC 1995)

(a) Inspection and acceptance will be at destination. The performance by the contractor and the contractor's quality of work delivery, including services rendered, and any documentation or written material in support thereof, shall be subject to continuous inspection, surveillance, and review for acceptance by the Contracting Officer or his authorized representative (See clause entitled INSPECTION OF SERVICES FAR 52.246-4).

(b) The Contracting Officer will exercise the responsibilities of inspection through the Contracting Officer's Representative (COR) to insure the standards set forth herein are met. The contractor shall be charged with day-to-day responsibility for continuous quality of performance.

[End]

DRMS 52.246-9R05 USE OF COMMERCIAL CONCERNS TO PERFORM INSPECTION OF SERVICES AND FACILITIES (JAN 2000)(Clause E.2)

(a) The Government reserves the right to utilize the services of commercial concerns to perform, or assist in the performance of surveillance, inspections, and/or tests of contractor and/or subcontractor services as provided in the clause INSPECTION OF SERVICES - FIXED PRICE 52.246-4. Such surveillance, inspections and/or tests may include, but shall not be limited to the performance, operations, documentation, and/or records of the contractor or subcontractor that are required in the performance of this contract.

(b) Duly authorized commercial concerns will present a letter of authorization identifying themselves as a representative of the Government prior to surveillance, inspection and/or testing. Such surveillance, inspections and/or tests shall be performed in a manner that will not unduly interfere with contract performance.

(c) These commercial concerns are independent contractors with limited grants of authority. They may not modify or interpret contracts or otherwise act on behalf of the Government or to issue any directions or instructions except as provided in this clause. The Government assumes no liability or responsibility for any actions or inactions of the commercial concerns or their employees, agents, or representatives.

[End]

DRMS 52.246-9R06 CONTRACTOR QUALITY CONTROL (JAN 2000) (E.3 clause)

(a) In accordance with the clause entitled INSPECTION OF SERVICES -FIXED PRICE FAR 52.246-4, the contractor must establish and maintain

an effective quality control program designed to provide assurance that all contract requirements, whether performed by the contractor or by subcontractors, are being accomplished in an acceptable manner.

(b) A general description of the contractor's quality control program must be available for Government review before award of the contract. Three copies of the complete quality control program must be provided to the administrative contracting officer (ACO) within 15 days after the date of award. The program will be subject to disapproval in whole or in part, upon initial review, and at any time during the life of the contract, if the Contracting Officer determines that it does not accomplish its objectives. The program must include:

(1) A quality control inspection system covering all contract services. It must specify areas to be inspected on either a scheduled or unscheduled basis and how inspections are to be conducted.

(2) The names and qualifications of the individual(s) tasked with performing the quality control inspections, and the extent of their authority.

(3) A method for prompt detection of any condition which fails to conform to contract requirements, and corrective action procedures which shall include procedures for correcting the deficiency and necessary measures to prevent recurrence of similar deficiencies.

(c) The contractor must maintain a file, through the life of this contract, of all quality control inspections, inspection results, corrective actions required, and corrective actions taken. This file will be the property of the Government, and must be made available to the Contracting Officer during regular business hours. The file will be delivered to the Contracting Officer within 30 days after completion or termination of the contract.

[End]

DRMS 52.246-9R07 CONTRACTOR REPRESENTATIVE (DEC 1995) (G. 5 clause)

(a) The contractor shall provide, in the space below, the name and telephone number of at least one responsible individual who will serve to respond to operational problems and emergencies on a twenty-four hour basis.

(b) The contractor agrees that notice to the contractor representative(s) listed constitutes notice to the contractor, and agrees to be bound by any commitments or representations made by this representative.

NAME _____

TITLE _____

PHONE NUMBER_____

24 HOUR EMERGENCY NUMBER_____

[End]

DRMS 52.246-9R08 EPA IDENTIFICATION NUMBER (DEC 1995) (G.7 clause)

The contractor shall provide, in the space provided, the contractor's EPA Identification Number as received from the U.S. Environmental Protection Agency in acknowledgment of filing a Hazardous Waste Notification.

EPA IDENTIFICATION NUMBER _____

[End]

DRMS 52.246-9R10 RESERVED

PART 52

**DRMS 52.252-9R01 INCORPORATION OF CLAUSES/OR PROVISIONS BY REFERENCE
(MAY 2001)**

The following clauses/provisions are hereby incorporated by reference (See the clause entitled CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 and the provision entitled PROVISIONS INCORPORATED BY REFERENCE FAR 52.252-1).

CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE ARE AVAILABLE AT
<http://www.dla.mil/j-3/j-336/icps.htm>

[End]