

SPECIAL TERMS AND CONDITIONS

I. SCOPE OF CONTRACT:

Services covered by this contract are for handling stockpiled materials as requested by General Services Administration, Property Management and Disposal Service (hereinafter called the Government), 819 Taylor Street, Fort Worth, Texas, 76102, in Baton Rouge, Louisiana. These services and materials are more specifically described under Part III, SERVICES REQUIRED, and Part IV RATES AND CHARGES.

II. PERIOD OF PERFORMANCE:

The terms of this contract shall be for a period beginning October 1, 1968, through September 30, 1969. The Government may extend the contract for two (2) additional periods of one (1) year. The Government shall furnish the Contractor a written notice of such extensions thirty (30) days prior to the expiration date of the current period, provided the Contractor has not given the Government a written notice sixty (60) days prior to the expiration date of his desire not to continue services under this contract for an additional period.

III. SERVICES REQUIRED:

A. General:

The Contractor shall furnish adequate and suitable equipment, supplies, labor, and supervisory personnel to effect the timely outloading of stockpiled materials from the GSA-PMDS Depot, 2693 Sherwood Forest Drive, Baton Rouge, Louisiana.

B. Notification of Services Required:

The Contractor shall begin outloading within 24 hours after notification by the Government.

C. Outloading:

The Contractor shall be required to outload any one of the materials listed in the table below up to the maximum daily tonnages shown. When more than one material must be outloaded in any one day, the Contractor shall be required to outload a combined maximum of three rail cars, or equivalent tonnage by truck. Outloading shall be into rail cars (box or gondola) or motor trucks (van type or open), or a combination of both, as directed by the Government. Outloading will be from warehouse or open storage space, or a combination of both. The Contractor shall comply with all loading and bracing requirements imposed by the carrier. The Government shall furnish all dunnage and bracing materials.

<u>Material</u>	<u>Maximum Daily Tonnage</u>
Cordage Fiber.	3 rail cars or equivalent tonnage by truck
Asbestos	2 rail cars or equivalent tonnage by truck
Lead, 1-ton ingots	6 rail cars or equivalent tonnage by truck
Lead, 100-lb. ingots	2 rail cars or equivalent tonnage by truck
Tin, 100-lb. ingots.	2 rail cars or equivalent tonnage by truck
Antimony, 62-lb. ingots.	2 rail cars or equivalent tonnage by truck

D. STORAGE AIDS:

The Government shall provide wooden pallets for use in outloading operations. Upon completion of outloading, the Contractor shall remove all unburdened pallets from the shipping area and stack them in a nearby area as directed by the Government.

IV. RATES AND CHARGES:

The Government makes no guaranty or warranty, expressed or implied as to exclusive use of this contract or the volume or quantity of materials to be serviced under this contract. It is estimated that service will be required for the following:

Outloading:

- (1) Lead - 8,000 tons
- (2) Asbestos - 400 tons
- (3) Cordage Fiber - 500 tons

The prices quoted below are per short ton (2,000 lbs.) and include all expenses incidental to the performance of the services as described. No claims will be allowed for other or additional expenses of any kind.

Prior to submission of bids, prospective bidders should inspect the site to become acquainted with conditions and factors affecting service requirements. Inspection visits may be arranged by contacting Mr. Jerrell Kirkland, Manager, GSA-PMDS Baton Rouge Depot, Area Code 504, Telephone 348-4279. Inquiries may be made to this office. Complete this statement: Site _____ (was or was not) inspected.

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A. Outloading from Warehouses:

1. Cordage fiber, baled (225-1,000 lbs. each)

- a. Into rail box cars without weighing \$ 2.00
- b. Into rail box cars with weighing* \$ 2.88
- c. Into motor trucks van type without weighing \$ 2.10
- d. Into motor trucks van type with weighing* \$ 2.98

2. Asbestos, bagged (100 lbs. per bag)

- a. Into rail box cars without weighing \$ 4.45
- b. Into rail box cars with weighing* \$ 5.25

- b. Into motor trucks van type with weighing* \$ 1.30
- c. Into motor trucks open type without weighing \$ 1.00
- d. Into motor trucks open type with weighing* \$ 1.15
5. Tin, Ingots (100 lbs. each)
- a. Into rail box cars without banding or weighing \$ 1.65
- b. Into rail box cars with banding and weighing* \$ 2.90
- c. Into rail box cars with banding only \$ 2.78
- d. Into rail box cars with weighing only* \$ 1.80
6. Tin, Ingots (100 lbs. each)
- a. Into motor trucks van type without banding or weighing \$ 1.70
- b. Into motor trucks van type with banding and weighing* \$ 3.00
- c. Into motor trucks van type with banding only \$ 2.90
- d. Into motor trucks van type with weighing only* \$ 1.85
7. Antimony, Ingots (approximately 82 lbs.)
- a. Into rail box cars without banding or weighing \$ 2.15
- b. Into rail box cars with banding and weighing* \$ 3.40
- c. Into rail box cars with banding only \$ 3.30
- d. Into rail box cars with weighing only* \$ 2.30

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c. Into motor trucks, van type, without weighing

\$ 4.00 -

d. Into motor trucks, van type, with weighing*

\$ 4.80

B. Outloading from Open Storage:

1. Lead, Ingots (100 lbs. each)

a. Into rail box cars without banding or weighing

\$ 1.65

b. Into rail box cars with banding and weighing*

\$ 2.90 2.90

c. Into rail box cars with banding only

\$ 2.78

d. Into rail box cars with weighing only*

\$ 1.80

2. Lead, Ingots (100 lbs. each)

a. Into motor trucks van type without banding or weighing

\$ 1.70

b. Into motor trucks van type with banding and weighing*

\$ 3.00

c. Into motor trucks van type with banding only

\$ 2.90

d. Into motor trucks van type with weighing only*

\$ 1.85

3. Lead, Ingots (2,000 lbs. each)

a. Into rail box cars without weighing

\$ 1.11

b. Into rail box cars with weighing*

\$ 1.26

c. Into rail gondola cars without weighing

\$ 1.45

d. Into rail gondola cars with weighing*

\$ 2.10

4. Lead, Ingots (2,000) lbs. each)

a. Into motor trucks van type without weighing

\$ 1.11

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VI. INVOICING:

Paragraph 13 of Standard Form 33A is deleted and the following is substituted therefor:

The Contractor shall be paid for services rendered and accepted by the Government on a monthly basis upon submission of his invoice, in triplicate, with supporting documents when required. Invoices shall be submitted to the Regional Director, Property Management and Disposal Service, General Services Administration, 819 Taylor Street, Fort Worth, Texas, 76102, through the Depot Manager of the GSA-PMDS Baton Rouge Depot, 2695 N. Sherwood Forest Drive, Baton Rouge, Louisiana, 70814.

Invoices should be furnished in sufficient time to reach the Depot Manager's office within five (5) days after the close of business each month.

Invoices shall contain the following information:

- (1) Date
- (2) Contract number
- (3) Services performed - date, rate, total amounts
- (4) Commodity
- (5) Quantity
- (6) Gross weight
- (7) Invoice number

VII. SECURITY REQUIREMENTS:

All security requirements of the General Services Administration shall be observed by the Contractor at all times. The Contractor agrees to exclude from the depot any person or persons whom the Government may designate in writing as a risk to the safeguarding of security information. This provision is not to be construed to imply the dismissal of any employee.

All Contractor personnel shall observe the depot fire, safety, physical security, housekeeping, and traffic regulations.

All combustible engine-driven equipment used in the warehouses must be equipped with spark and backfire arrestors acceptable to the Government. Such equipment shall be equipped with a fire extinguisher meeting depot requirements.

VIII. CONTRACTOR'S LIABILITY:

The Contractor shall save and keep harmless and indemnify the Government against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any

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8. Antimony, Ingots (approximately 62 lbs.)

- a. Into motor trucks van type without banding or weighing \$ 2.20
- b. Into motor trucks van type with banding and weighing* \$ 3.45
- c. Into motor trucks van type with banding only \$ 3.35
- d. Into motor trucks van type with weighing only* \$ 2.35

*Weighing shall be on Government furnished scales.
The Contractor shall place material on scale so that weight can be recorded by Government weighmaster.

V. BID EVALUATION:

The lowest bid will be considered as the one which results in the lowest cost to the Government for services specified under Part IV, RATES AND CHARGES. Prices quoted for each service will be multiplied by the factors below and the products of each will be added and the lowest sum will be the lowest bid.

Factors are as follows:

A. Outloading from Warehouses:

1. Cordage Fiber - 25 x \$ Rate a+b+c+d

2. Asbestos - 25 x \$ Rate a+b+c+d

B. Outloading from Open Storage:

1. Lead, Ingots (100 lbs. each) - 25 x \$ Rate a+b+c+d

2. Lead, Ingots (100 lbs. each) - 25 x \$ Rate a+b+c+d

3. Lead, Ingots (2,000 lbs. each) - 100 x \$ Rate a+b+c+d

4. Lead, Ingots (2,000 lbs. each) - 100 x \$ Rate a+b+c+d

5. Tin, Ingots (100 lbs. each) - 10 x \$ Rate a+b+c+d

6. Tin, Ingots (100 lbs. each) - 10 x \$ Rate a+b+c+d

7. Antimony, Ingots (62 lbs. each) - 5 x \$ Rate a+b+c+d

8. Antimony, Ingots (62 lbs. each) - 5 x \$ Rate a+b+c+d

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and used in the lower left-hand corner of the bid envelope. No responsibility will be attached to any officer for the premature opening of any bid not properly addressed and identified. Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening. The Property Management and Disposal Service reserves the right to reject any and all bids.

XII. NOTICE OF TOTAL SMALL BUSINESS SET ASIDE:

Bids or proposals under this procurement are solicited from small business concerns only. This action is based on a determination by the Contracting Officer and the Small Business Administration under the authority of Section 15 of the Small Business Act. A small business concern is any firm which meets the criteria established by Title 13, Chapter 1, Part 121 of the Code of Federal Regulations. Bids or proposals received from firms which are not small business concerns will be considered nonresponsive.

XIII. CAUTION TO BIDDERS - LATE BIDS:

See Paragraph 6 of Standard Form 33A which provides that late bids and modifications or withdrawals thereof sent through the mails ordinarily will be considered ONLY IF TIMELY MAILED BY REGISTERED MAIL OR BY CERTIFIED MAIL FOR WHICH A POSTMARKED RECEIPT HAS BEEN OBTAINED AS SPECIFIED IN SUCH PROVISION.

XIV. OTHER PROVISIONS:

In addition to the terms and conditions set forth herein, the following are incorporated by reference:

A. Standard Form 32, June 1964, excepting Paragraphs 5, 6, and 7.

B. GSA Form 1424, September 1964, Paragraphs 8, 34, 36, 37, 38, 40, and 41.

C. Standard Form 33A, July 1966. **NOT COPIED TO FILE**

D. Clause 18, "Equal Opportunity," in the attached Standard Form 32, June 1964 edition, is amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10923 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

E. In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives referred to in Section 403(b) of Executive Order No. 11246, remain in effect and, where applicable, shall be observed in the performance of this contract until revoked or superseded by appropriate authority.

property (Government or otherwise) occurring in connection with r in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of Contractor, any subcontractor, or any employee, agent, or representative of Contractor or subcontractor.

The Contractor shall be liable for all demurrage, detention, or penalty storage charges accruing after an order is furnished to him by the Government for removal of property from or tender of shipments to railroad cars, motor vehicles, warehouses, or other facilities, due to this failure to remove r tender shipments, as ordered by the Government (not in excess of Contractor's capacity stated in contract), before the expiration of the free time allowed under the applicable tariffs or contract terms.

IX. CONFLICT OF INTERESTS:

The Contractor shall not accept compensation from nor shall he perform any service, regardless of nature, for any other party involved in the specific transaction without the express written consent of the Government.

X. INSPECTION:

The services performed hereunder shall be subject to inspection by the Government and the Contractor shall allow an authorized representative of the Government to inspect work being performed at any time. In the event that any services are not in conformity with the Contract requirements or, in the absence thereof, accepted trade standards, the Government shall have the right to reject such services or require correction of improper conditions.

Failure of the Government to insist in any one or more instances upon performance of any of the terms or conditions of this contract shall not be construed as a waiver or a relinquishment of future performance of any such terms and conditions, but the Contractor's obligation with respect to future performance shall continue in full force and effect. Continued or repetitive violations of the terms or conditions of this contract may be cause for termination proceedings.

Government representatives have no authority to alter conditions of the Contract without written authority of the Contracting Officer.

XI. PREPARATION, RECEIPT AND OPENING OF BIDS:

Sealed bids shall be submitted in duplicate on the forms furnished, or copies thereof, and shall be signed in ink. Bids signed by an agent must be accompanied by evidence of his authority. Bids shall be addressed to: General Services Administration, Property Management and Disposal Service, Office of Business Affairs, Room 1A03, 819 Taylor Street, Fort Worth, Texas, 76102. Form OF-17, which is included with this invitation, may be completed

XV. QUALIFICATION OF BIDDERS:

All bidders are subject to investigation as to organization, ability to perform, financial conditions and experience. The right is reserved to reject any bid where such investigation does not satisfy the Contracting Officer that the bidder is qualified in all respects to perform the work and has performed similar work under contracts of comparable size and scope. The Government may request a list of contracts performed during the past 36 months, showing name of firm, services, type of work performed and approximate annual cost of contract.

XVI. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by any one party, by or in the name of his or her clerk, partners, or other person, all such bids may be rejected.

XVII. LEGAL REQUIREMENTS AND PERMITS:

The contractor shall procure at his own expense all necessary licenses and permits, and shall conform to all laws, regulations and ordinances applicable to performance of this contract.

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XVIII.

SERVICE CONTRACT ACT OF 1965

THE FOLLOWING PROVISIONS APPLY TO ANY CONTRACT AWARDED UNDER THIS SOLICITATION WHICH IS NOT IN EXCESS OF \$2500:

Except to the extent that an exemption, variation or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of \$2500, the contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (\$1.60 per hour). However, in cases where section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply.

THE FOLLOWING PROVISIONS APPLY TO ANY CONTRACT AWARDED UNDER THIS SOLICITATION WHICH IS IN EXCESS OF \$2500:

(a) Service Contract Act of 1965: This contract, to the extent that it is of the character to which the Service Contract Act of 1965 (79 Stat. 1034, 41 U.S.C. 351) applies, is subject to the following provisions and to all other applicable provisions of the Act and the regulations of the Secretary of Labor thereunder (29CFR Part 4).

(b) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or his authorized representative, as specified in any attachment to this contract. If there is such an attachment, any class of service employees which is not listed therein, but which is to be employed under this contract, shall be classified by the contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the contractor, and the employees who will perform on the contract or their representatives. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the contracting officer shall submit the question, together with his recommendation, to the Administrator of the Wage and Hour and Public Contracts Divisions of the Department of Labor or his authorized representative for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator or his authorized representative shall be a violation of this contract. No employee engaged in performing work on this contract shall in any event be paid less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (\$1.60 per hour).

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of fringe benefits, or by making equivalent or differential payments in cash, pursuant to applicable rules of the Administrator of the Wage and Hour and Public Contracts Divisions of the Department of Labor. (Subpart B of Part 4, 29CFR (See 33 FR9680 July 10, 1968)).

(d) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938 (\$1.60 per hour). However, in cases where section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post a notice of such wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services. Except insofar as a noncompliance can be justified as provided in section 1516.1(e) Title 29 CFR, this will require compliance with the applicable standards, specifications, and codes developed and published by the U.S. Department of Labor, any other agency of the United States, and any nationally recognized professional organization such as, without limitation, the following:

National Bureau of Standards, U.S. Department of Commerce.
Public Health Service, U.S. Department of Health, Education, and Welfare.

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