

UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION



DATE: September 20, 1971
REPLY TO
ATTN OF: 7D
SUBJECT: Contract Number GS-07-DS-P-20001

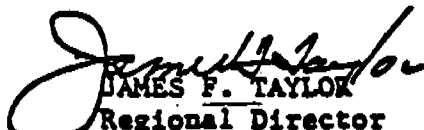
Region 7
819 Taylor Street
Fort Worth, Texas 76102

Mr. Richard C. Daniel
Assistant Vice President
Baton Rouge Terminals Company
Post Office Box 42
Port Allen, Louisiana 70767

There is enclosed an executed copy of Contract GS-07-DS-P-20001 for furnishing all labor, supervision, supplies and equipment for outloading stockpiled materials at the GSA-PMDS Baton Rouge Depot, Louisiana.

Your attention is directed to the certification, especially paragraph (b), contained in attachment A, which is hereby made part of your contract with respect to compliance with the President's Executive Order 11615, issued August 15, 1971, which stabilizes prices, rents, wages, and salaries.

Please indicate your acceptance of this award and attachment A by signing in the space indicated below.


JAMES F. TAYLOR
Regional Director
Property Management &
Disposal Service

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2 Enclosures

BB 0018668



Sept 13, 1971
(Date)

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ATTACHMENT A

(a) Certification: The contractor certifies that he is in compliance and will continue to comply with the requirements of Executive Order 11615, August 15, 1971.

(b) Acceptance of any payments for property, goods or services furnished during the effective period of the Executive Order shall constitute a certification by the contractor that the amounts paid do not exceed the maximum levels established in accordance with Executive Order 11615.

(c) The contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts, including purchase orders, blanket purchase agreements, small purchases, etc.

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NOT COME FROM PPG INDUSTRIES, INC.

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SPECIAL TERMS AND CONDITIONS

I. SCOPE OF CONTRACT:

Services covered by this contract are for handling stockpiled materials in Baton Rouge, Louisiana, as requested by General Services Administration, Property Management and Disposal Service (hereinafter called the Government), 819 Taylor Street, Fort Worth, Texas, 76102. 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, 1971, through September 30, 1972. 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 the contract 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, 2695 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.

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Material

Maximum Daily Tonnage

Cordage Fiber.3 rail cars or equivalent tonnage by truck
Asbestos2 rail cars or equivalent tonnage by truck
Lead, 1-ton ingots6 rail cars or equivalent tonnage by truck
Lead, 100-lb. ingots2 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 - 1,000 tons
- (2) Asbestos - 6,000 tons
- (3) Cordage Fiber - 1,500 tons

NOTE: ...
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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
 - b. Into rail box cars with weighing*
 - c. Int mot r trucks van type without weighing

\$ 2.45
\$ 3.60
\$ 2.50

- | | |
|---|----------------|
| d. Into motor trucks van type with weighing* | \$ <u>3.65</u> |
| 2. Asbestos, bagged (100 lbs. per bag) | |
| a. Into rail box cars without weighing | \$ <u>5.49</u> |
| b. Into rail box cars with weighing* | \$ <u>5.94</u> |
| c. Into motor trucks, van type, without weighing | \$ <u>5.30</u> |
| d. Into motor trucks, van type, with weighing* | \$ <u>5.70</u> |
| B. <u>Outloading from Open Storage:</u> | |
| 1. Lead, Ingots (100 lbs. each) | |
| a. Into rail box cars without banding or weighing | \$ <u>1.76</u> |
| b. Into rail box cars with banding and weighing* | \$ <u>3.10</u> |
| c. Into rail box cars with banding only | \$ <u>2.95</u> |
| d. Into rail box cars with weighing only* | \$ <u>1.98</u> |
| 2. Lead, Ingots (100 lbs. each) | |
| a. Into motor trucks van type without banding or weighing | \$ <u>1.80</u> |
| b. Into motor trucks van type with banding and weighing* | \$ <u>3.15</u> |
| c. Into motor trucks van type with banding only | \$ <u>3.00</u> |
| d. Into motor trucks van type with weighing only* | \$ <u>1.90</u> |
| 3. Lead, Ingots (2,000 lbs. each) | |
| a. Into rail box cars without weighing | \$ <u>1.17</u> |
| b. Into rail box cars with weighing* | \$ <u>1.33</u> |

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| c. Into rail gondola cars without weighing | \$ <u>1.95</u> |
| d. Into rail gondola cars with weighing* | \$ <u>2.20</u> |
| 4. Lead, Ingots (2,000 lbs. each) | |
| a. Into motor trucks van type without weighing | \$ <u>1.17</u> |
| b. Into motor trucks van type with weighing* | \$ <u>1.33</u> |
| c. Into motor trucks open type without weighing | \$ <u>1.10</u> |
| d. Into motor trucks open type with weighing* | \$ <u>1.25</u> |
| 5. Tin, Ingots (100 lbs. each) | |
| a. Into rail box cars without banding or weighing | \$ <u>1.71</u> |
| b. Into rail box cars with banding and weighing* | \$ <u>3.05</u> |
| c. Into rail box cars with banding only | \$ <u>2.90</u> |
| d. Into rail box cars with weighing only* | \$ <u>1.95</u> |
| 6. Tin, Ingots (100 lbs. each) | NOTE: THIS DOCUMENT DID NOT |
| a. Into motor trucks van type without banding or weighing | \$ <u>1.80</u> |
| b. Into motor trucks van type with banding and weighing* | \$ <u>3.15</u> |
| c. Into motor trucks van type with banding only | \$ <u>3.00</u> |
| d. Into motor trucks van type with weighing only* | \$ <u>1.90</u> |
| 7. Antimony, Ingots (approximately 62 lbs.) | 1 BB 0018673 1 |
| a. Into rail box cars without banding or weighing | \$ <u>2.40</u> |
| b. Into rail box cars with banding and weighing* | \$ <u>3.75</u> |

- c. Into 1 box cars with banding only \$ 5.60
- d. Into rail box cars with weighing only* \$ 2.55
- 8. Antimony, Ingots (approximately 62 lbs.)
- a. Into motor trucks van type without banding or weighing \$ 2.45
- b. Into motor trucks van type with banding and weighing* \$ 3.80
- c. Into motor trucks van type with banding only \$ 3.65
- d. Into motor trucks van type with weighing only* \$ 2.60

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

C. Unanticipated Activity Rates:

- 1. Rate per manhour for labor \$ 4.15
- 2. Rate per manhour for equipment operator \$ 4.45
- 3. Rate per hour for fork truck up to 4,000 lbs. capacity \$ 5.00
- 4. Rate per hour for fork truck from 4,000 lbs. to 6,000 lbs capacity \$ 6.00

*Included in
furnishing
fuel also*

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 - 15 x \$ Rate a+b+c+d
- 2. Asbestos - 20 x \$ Rate a+b+c+d

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B. Outloading from Open Storage:

1. Lead, Ingots (100 lbs. each) - 5 x \$ Rate a+b+c+d
2. Lead, Ingots (100 lbs. each) - 5 x \$ Rate a+b+c+d
3. Lead, Ingots (2,000 lbs. each) - 10 x \$ Rate a+b+c+d
4. Lead, Ingots (2,000 lbs. each) - 10 x \$ Rate a+b+c+d
5. Tin, Ingots (100 lbs. each) - 2 x \$ Rate a+b+c+d
6. Tin, Ingots (100 lbs. each) - 2 x \$ Rate a+b+c+d
7. Antimony, Ingots (62 lbs. each) - 1 x \$ Rate a+b+c+d
8. Antimony, Ingots (62 lbs. each) - 1 x \$ Rate a+b+c+d

C. Unanticipated Activity Rates: 1 x \$ Rate 1+2+3+4

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 General Services Administration (7DM), 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

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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 property (Government or otherwise) occurring in connection with or 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 or 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.

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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, two 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, Business Service Center - 7FB, Room 1A03, Federal Office Building, 819 Taylor Street, Fort Worth, Texas, 76102. Form OF-17, which is included with this invitation, may be completed and used on 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 8 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:

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Standard Form 1, November 1969

B. GSA Form 1424, June 1970

C. Standard Form 33A, March 1969

D. GSA Form 2166, February 1970

E. U. S. Department of Labor, Wage Determination No. 69-34 (Rev.-3)

F. 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.

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.

XVIII. WAGE DETERMINATION:

U. S. Department of Labor advises that wage determination No. 69-34 (Rev.-3) is applicable to this specified locality and classes of service employees.

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U.S. DEPARTMENT OF LABOR
WORKPLACE STANDARDS ADMINISTRATION
Washington, D C 20210

XIX.

REGISTER OF WAGE DETERMINATIONS AND
FRINGE BENEFITS UNDER THE
SERVICE CONTRACT ACT

LOCALITY	State: <u>Louisiana</u>	19
	Area: <u>East Baton Rouge Parish</u>	033
Wage determination number: <u>69-34 (Rev.-3)</u>		Date: <u>APR 15 1971</u>
Class of service employee	Minimum hourly wage	Fringe benefit payments
		Health & Welfare Vacation Holiday Other

Employed on contracts for material handling and warehousing:

1. Forklift operator \$2.68
2. Laborer, material handling 2.35

Applies to all classes of service employees listed above: 1/ 2/ 3/

1/ \$.08 an hour or \$3.20 a week or \$13.85 a month.

2/ 2 weeks paid vacation after 1 year of service with a contractor or successor. Length of service includes the whole span of continuous service with the present (successor) contractor wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.171(b)(2).)

3/ 8 paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

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By direction of the Secretary of Labor,

Alfred L. Ganna
Alfred L. Ganna, Director
Division of Wage Determinations