

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		SP4520	7. ADMINISTERED BY (If other than Item 6) CODE		SP4520
DEFENSE REUTILIZATION & MARKETING SERVICE DRMS-J-761 KLEBER KASERNE BLDG 3227/RM 306 MANNHEIMER STRASSE 67657 KAISERSLAUTERN BUYER/SYMBOL – Robert Derr/ DRMS-J-761 PHONE - (49) 631-411-5324 FAX: (49) 631-411-5225					
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. X SP4520-09-R-0003	
				9b. DATED (SEE ITEM 11) 13 August 09	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
CODE:		FACILITY CODE:			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>one</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. Accounting And Appropriation Data (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>ONE</u> copy to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
A. The purpose of this amendment is to (1) address contractor questions; (2) Provide revised pages.: (3) Provide missing Attachment 11.					
CONTINUED ON PAGE 2					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

1. The following are answers to questions submitted prior to receipt of proposals:

Question 1: C5.8: If copies of the paperwork must be forwarded to the COR five days BEFORE removal, then the time frame of a DO (F8.3 = 14 calendar days) will be 5 days less. Right?

Answer: C5.8 has been changed to read “2 days prior to the removal” in lieu of 5 days. Wastes are required to be picked up within 14 days of issue of a Delivery Order.

Question 2: C-20: Expedited Removal/Response Time Frames

It must be guaranteed or additionally shown in the contract that, if an expedited CLIN will be ordered, this will be really an emergency P/U and this Clin will not be ordered to avoid the 1000-Euro-Limit for a regular DO.

Answer: The Government makes no guarantee that Expedited CLIN's indicate an emergency. CLIN's N6000 – N6099 provide surcharges for expedited removals. Contractor is obligated to meet required timeframes.

Question 3: C-24 Waste Management Service

Please provide following information where WMS shall be provided (C-24.1.7): Installation, Building Number, Waste Stream, Number of Container and Size which shall be provided by the contractor. This information will be the background for the calculation of WMS and all other requested prices for removal of waste.

Answer: Waste Management Services can be ordered for any locations specified in Section B for any line items identified on the bid schedule.

Question 4: Attachment 11 (C-24.1.4) is missing.

Answer: Attachment 11, Hazardous Waste Log is provided as an attachment to this amendment.

Question 5: C-30 Demilitarization via Service Contract

C-30.1“Certificate of Disposal”..... Please provide Sample.

Answer: No sample will be provided. Formats may vary, but the government is only requiring the Certificate be submitted.

Question 6: F-11 ...”Weekly Performance Report”.... Please provide Sample.

Answer: No sample is provided. F-11 states what information must be included in the report. Contractor may use any format.

Question 7: B-1 Statement of Services,

B-1.1: I'm missing McCully Barracks at Wackernheim, Golf Course, Amelia Erhardt, Hainerberg Housing and Kastel Housing.

Answer: See answer to question 3.

Question 8: C-25.2 Receiving Service Wiesbaden

According to C-25.2.1 one (1) Person is requested. According the German TRGS520 (2)) are two persons required for working with hazardous materials in storage areas for Receiving Services (Safety & Security).

Answer: Revised C-25.2.1 to remove statement the requirement for one contractor personnel to be on duty. Contractor is required to comply with all German laws and regulations.

Question 9: I-50 (a) Order Limitations

The clause needs to be revised according to our experience. The 1000-Euro-Limit must be guaranteed even if the 1000-Euro will not be reached because of less quantities.

Answer: This clause provides the contractor the *right to refuse to perform* on any Delivery Order under €1,000.

Question 10: Clin N7010: Please specify which kind of Tanks: UST or AST. For calculation of the price it will be better to split this Clin into two items, one Clin for AST and one Clin for UST. Cleaning of a UST will be high priced.

Answer: No further clarification will be provided. This line item will be used for above and below ground tanks. Contractor is encouraged to make site visits per FAR 52.237-1, Site Visits.

Question 11: Clin N3000, N3020, N3040: "Transformers, Capacitors, Switches" with PCB's. Price calculations for those items are impossible without a size. It will be fair for both sides, to make separate Clins - like refrigerators - by "EACH", split by sizes.

Answer: The CLIN's will remain as they are in KG. There will not be separate CLIN's for each type of item. Payment by KG under the existing CLINs has worked satisfactorily on other contracts.

Question 12: Bid Schedule – Need more information in which locations and in which containments the HW quantities given in price schedule Section B will be generated? Is it possible to make site visits prior to providing a proposal?

Answer: Any Clin in Section B may be used. Contractor is encouraged to make site visits per FAR 52.237-1, Site Visits.

Question 13: Section F-7 of the solicitation states “The contractor is required to provide containers for waste streams that are identified in Section B as contractor provided.” No information is given as to which containers shall be provided by the contractor.

Answer: Clause F-7, Container Placement, has been deleted from the solicitation.

2. The following pages should be removed and replaced with revised pages (attached).

Replace Page 75 of solicitation with attached revised page 75 to correct links to Websites listed in Section I-1.

Replace Page 78 of solicitation with attached revised page 78 to correct I-51 (d) to read 54 months in lieu of 60 months...

Replace Page 61 of solicitation with attached revised page 61 which reflects the deletion of F-7.

Replace Page 53 of solicitation with attached revised page 53 which revised Section C-25.2.1.

Replace Page 39 of solicitation with attached revised page 39 which changed C5.8.

3. Attachment 11, HW Log is provided per question 4.

C-25 RECEIVING SERVICES

DRMS-OS (AUG 2006)

C-25.1 General. The contractor shall provide personnel trained and knowledgeable in the identification, segregation and packaging of waste to receive hazardous property. The property shall be turned in to an already established HWAP or HWSA on a military installation. The locations, dates and times for Receiving Services are identified in Section B and in the below contract clauses. The contractor is required to staff the Receiving Area for the full amount of time specified and perform the tasks as described in the following sections. Changes to the schedule, with the exception of holidays, may only be made with 30 calendar days notice and must be coordinated with the COR and EMO. If the scheduled date for Receiving Services is on a German or US Holiday (as listed in Section F-9) Receiving Services shall be provided on the following workday. Receiving Services is location specific and has a Unit of Measure of HR, with a minimum initial ordering quantity of 40 hours. Contractor is responsible for preparing the DD Form 1348-1A for the EMO signature once the waste streams have been consolidated and repackaged.

C-25.2 Receiving Services for the USAG Wiesbaden, Germany CLIN 6410

C-25.2.1 Every Tuesday the contractor shall provide Receiving Services for 3 hours from 0900 to 1200 hours at the HWSA, Bldg. 1224 on Wiesbaden Army air Field. The contractor shall document all received hazardous wastes on a HW Log (attachment 11) and a report form developed by the USAG Wiesbaden EMO. Upon receipt of the waste the contract shall inspect the waste, package/overpack and properly label the drums/containers. The contractor shall receive only those hazardous wastes that are generated by the military activities on the installation.

C-25.2.2 The contractor shall document their time in person to the Environment Management Office building 1057 on the Wiesbaden Army Air Field when they begin and end each work day of receiving services.

C-26 PURCHASE OF CONTAINERS

DRMS-OS (SEP 2005)

Containers purchased by the US Government using the CLINS N6700 to N6830, must be delivered to the Government with 90% of the life span of the containers available for use (i.e. a 120 L drum should have at least 4.5 years of use left before the UN certification expires).

C-27 MISIDENTIFIED ITEMS

DRMS-OS (SEP 2005)

In case the US Government misidentifies a waste description on a delivery order, the contractor has the responsibility to inform the COR as soon as the contractor becomes aware of the misidentification. The contractor shall notify the COR either prior to removal or within 3 work days of the removal and prior to disposal. The contractor shall demonstrate through lab analysis and/or other supporting documentation that the Government has misidentified a waste. The waste shall not be treated or disposed of until the Government has made a determination on the matter. Once a determination has been made, the contractor shall be paid the disposal price in accordance with the contract price of the actual waste removed.

C-28 NOTIFICATIONS

DRMS-PHO (JAN 2002)

a. Except as otherwise specified herein, the Contractor shall notify the Contracting Officer's Representative (COR) or other Government representative for each location, at least five (5) working days BEFORE attempting site visits, analysis or pickups.

F-5 CONTRACT EFFECTIVE PERIOD

DRMS-PHO (AUG 2001)

a. This contract shall be effective for a period of 18 Months commencing 1 January 2010 or upon award of the contract, whichever is later.

b. The Government has the option to extend the contract for two (2) eighteen (18) month periods IAW clause FAR 52.217- 9, entitled "Option to Extend the Term of the Contract (MAR 2000)" which is incorporated in Section I in full text.

c. In addition to the options stated herein, the US Government may choose to extend more than once the current contract performance with the total extension period not exceeding six (6) months IAW with the clause entitled "Option to Extend Services", which is also incorporated in Section I in full text.

F-6 PLACE OF PERFORMANCE

DRMS-PMG (MAR 1996)

Services under this contract shall be performed for US installations within Hessen, Germany.

F-7 Deleted

F-8 PERIOD OF PERFORMANCE

DRMS-PHO (JAN 2002)

F-8.1 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.

F-8.2 If applicable, immediately upon award of the contract, the successful contractor must apply for Transboundary notifications (i.e., Basel notifications) and provide COR with biweekly reports on the status.

F-8.3 The services listed below shall be accomplished within the number of days (from issuance of a task order) as shown below:

Complete removal/service no later than: (To include waste removal, container purchases; Waste segregation and packaging/repackaging.)	14 calendar days
Sampling and Analysis, Result returned in:	15 calendar days
Generators copy of manifest returned to the DRMO COR (After receipt of waste by the treatment facility)	15 calendar days
Submission of W/Manifest Tracking Log	100 calendar days
Submission of Disposal Facility's Basel Notification of completion of disposal (if applicable)	90 calendar days
Bi-Annual Host Nation Environmental Reports (N6650)	45 calendar days

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of €100,000;

(2) Any order for a combination of items in excess of €200,000; or

(3) A series of orders from the same ordering office within thirty (30) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I- 51 INDEFINITE QUANTITY

FAR 52-216-22 (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 54 Months from date of award.

I.52 INSURANCE

DLAD 52.228-9000 (FEB 2005)

I-53 CENTRAL CONTRACTOR REGISTRATION

FAR 52.204-7 (JUL 2006)

(a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

**SECTION I
CONTRACT CLAUSES**

I-1 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <http://farsite.hill.af.mil> ; <http://www.arnet.gov/far> ; <http://acqnet.gov/far/>.

I-2	DEFINITIONS	FAR 52.202-1	(JUL 2004)
I-3	GRATUITIES	FAR 52.203-3	(APR 1984)
I-4	COVENANT AGAINST CONTINGENT FEES	FAR 52.203-5	(APR 1984)
I-5	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	FAR 52.203-6	(SEP 2006)
I-6	ANTI-KICK BACK PROCEDURES	FAR 52.203-7	(JUL 1995)
I-7	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	FAR 52.203-10	(JAN 1997)
I-8	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	FAR 52.203-12	(SEP 2005)
I-9	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER	FAR 52.204-4	(AUG 2000)
I-10	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	FAR 52.204-9	(NOV 2006)
I-11	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	FAR 52.209-6	(SEPT 2006)
I-12	AUDIT AND RECORDS - NEGOTIATION	FAR 52.215-2	(JUN 1999)
I-13	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	FAR 52.215-8	(OCT 1997)
I-14	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	FAR 52.215-11	(OCT 1997)
I-15	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	FAR 52.215-13	(OCT 1997)
I-16	INTEGRITY OF UNIT PRICES	FAR 52.215-14	(OCT 1997)

C-5.5 The DRMO COR's address is as follows:

DRMO Kastel
ATTN: Hazardous Waste COR
GEB 04013
Ludwig-Wolker Strasse
55252 Mainz-Kastel, Germany

C-5.6 The contractor shall immediately notify the Contracting Officer of any problems or delays regarding notifications or proposed shipping routes. When negotiating with notification authorities, the contractor shall avoid giving the appearance of representing the US Government; therefore, the contractor must notify the US Government immediately when negotiations with the notification authorities appear to become official US Government business. This includes, but is not limited to, situations where personnel employed by or acting on behalf of the notification authority make statements implying they believe they are negotiating with US Government personnel. In all such situations, the misperception must be immediately corrected by the contractor personnel who must advise the notification authorities that they do not represent nor are they employed by the US Government.

C-5.7 The US Government, as waste producer, is responsible for identifying the Europe Waste Catalog Numbers (EWCs) according to EC directive number 2001/118/CE. The contractor shall only remove waste under the European Waste Code provided by the waste producer that identifies the process generating the waste. Should the contractor disagree with the pre-assigned Waste Catalog Number, the contractor shall immediately notify the discrepancy to the COR for resolution. The contractor is responsible for identifying the proper shipping name of the waste, packaging, marking and labeling of containers prior to shipment.

C-5.8 The contractor shall prepare, complete, and provide copies of the appropriate shipping papers to the COR at least two (2) days prior to the removal of the waste from the installation.

C-6 WASTE CONTAINERS

DRMS DSD-E (FEB 2005)

C-6.1 Contractor Owned Waste Containers: All containers provided by the contractor for packaging/repackaging of wastes for transportation shall meet UN specifications for performance oriented packaging.

C-6.2 US Government Owned Containers:

C-6.2.1 Types and sizes of original Government containers may vary greatly but are normally commercial packaging sizes, ranging from small bottles/cans to eighty five (85) gallon (320 liter) overpack drums. The integrity of the containers is not guaranteed by the US Government; therefore, the contractor shall be required to repackage any property not suitable for transportation. If items must be repackaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials without additional cost to the US Government.

C-6.2.2 Government owned containers shall not be reused by the contractor until all markings indicating US Government ownership have been removed. The contractor is responsible for removal of all markings indicating US Government ownership, and containers which are not reused must be crushed or incinerated. If compressed gas cylinders are not destroyed in the treatment process they must be rendered to scrap and unable to hold a positive pressure.

