STATEMENT OF WORK

SCOPE

The requirements for commercial supplies and services in the area of industrial compressed gases, gas handling, delivery, hardware, accessories and related supplies and services for USGS operations. The Contractor shall furnish specialty gases in cylinders, dewars, or other containers at the cubic footage specified in the "SF 1449 – Continuation of Blocks 19 through 24 (Attachment B) in accordance with industry standards and practices.

ESTIMATED QUANTITIES AND PRICES

The contractor shall furnish specialty gases and related accessories for U.S. Geological Survey laboratory and research facilities located within the Boulder/Denver metropolitan area. Estimated quantities for the basic contract period, plus four option years, have been established for those gases known to comprise this requirement in attachment 1. No claims shall be made against the U.S. Geological Survey for an excess or deficiency of such quantities within the limitations set forth herein. The Government reserves the right to require less than the quantities set forth or to unilaterally order additional quantities at the unit prices specified. Orders for supplies to be furnished under this contract shall be placed unilaterally by the Contracting Officer. All prices for each type of gas shall include all transportation costs and any other delivery charges normally assessed.

PRICING INFORMATION

The prices listed in attachment B are based on published price list obtained through market research, priced for each individual gas listed.

GENERAL REQUIREMENTS

The contractor shall furnish all facilities, labor, and materials to provide specialty gases in accordance with the terms and conditions herein and the specifications set forth below:

SPECIFICATIONS

All cylinders, dewars, and containers shall be labeled by the contractor in a manner that identified each as belonging exclusively to the contractor or subcontractor. Department of Transportation (DOT) labels shall be in good condition and in place at all times.

Each cylinder, dewar, and container shall have identification to the specialty gas contained. Wherein a specialty gas may be hazardous in delivery, storage, or in temperature-controlled elements, that cylinder, dewar, or container shall be marked accordingly.

The contractor shall employ an inventory control or tracking system on each individual cylinder to maintain a rental fee assessment system listing each individual cylinder, dewar, and container cross-referenced by the original delivery order number and by the U.S. Geological Survey's end-user's order account number. The bar-code affixed to the gas cylinder or dewar, at any given time, shall relate to the serial number stenciled on the cylinder or dewar at the time of manufacture. The inventory control system or tracking system shall be such that the location of any cylinder, dewar, or container can be determined at all times.

All cylinders and accessory valves furnished by the contractor shall be free from impurities, have been periodically pressure tested at the contractor's expense, shall be guaranteed in good working order, free of any malfunctions such as leaks, (leakage on dewars less than .56lbs/hr or 13.41 lbs in a 24-hour period [Union Carbide NAR test]) rust, and bleeding and shall meet industry standards. In the event of deficiencies concerning bulk tanks (venting, etc.) the contractor shall respond within four (4) hours of notification by the Contracting Officer's Representative (COR) or the Contracting Officer (CO).

For cylinder deficiencies, any product loss resulting out of contractor equipment malfunction shall be replaced at no charge within eight (8) working hours.

SUBSTITUTION OF CYLINDERS

Substitution of cylinder size is not allowable unless prior approval is received from the CO or duly authorized representative. This non-allowance for variation in cylinder sizes applies to all line items.

CONTAINER IDENTIFICATION

All cylinders and dewars shall be delivered with an inventory control number and shall be tagged at the time of drop-off with some kind of identification as to the date of delivery, the delivery order number, the cylinder tracking number of the individual for whom the gas is for, and the name of the USGS individual for whom the tank is designated.

EMPTY PICK-UP

The contractor shall provide empty pick-up services at time of delivery, or at least once a week.

Each empty cylinder(s) and dewar(s) picked up by the contractor shall be identified for rental assessment fees in accordance with the contractor's established billing cycle. A pick-up receipt containing the tank control number shall be left with the site designated representative, with the carrier's signature.

DELIVERY ORDER REQUIREMENTS

The contractor shall furnish specialty gases in prescribed cylinders and dewars by receipt of individual delivery orders issued by the CO with each order documented as follows:

(a) The delivery order number furnished by the CO. These delivery order numbers can be assigned only be the CO.
(b) Date of the order.
(c) The name and telephone number of the USGS individual for whom the order is placed.
(d) The cylinder tracking number of the individual for whom the gas is for.
(e) The delivery address.
(f) Type of gas, cylinder or dewar, quantity, and price.

DEPARTMENTOF TRANSPORTATION COMPLIANCE

Shipment of deliverable items called for by the contract shall be in accordance with all applicable DOT laws and regulations (49 CFR, Parts 325-397). Specialty gases ordered shall be in cylinders and dewars established for containing each specific gas ordered in accordance with standards of The Compressed Gases Association. The Government assumes no liability for specialty gases delivered in containers other than those prescribed for in the industry.

Hazardous Materials Transportation Act – The gases to be delivered under this contract shall be subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, cylinder making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 100 through 178 of 49 CFR. Without exception, the minimum packaging acceptable for packaging DOT regulated hazardous materials shall be those prescribed in CFR 173. However, packages which exceed the packaging requirements of the CFR are acceptable.

PLACE OF DELIVERY – MULTIPLE LOCATIONS/DELIVERY SCHEDULE

The place(s) of delivery for items ordered under this contract shall be specified on the individual delivery order. Cylinder Control Numbers and USGS representatives will be assigned/designated at the time of delivery order issuance. The contractor is obligated to make delivery f.o.b. destination (within consignee's premises) at the prices shown in Attachment 1 – "Addendum to SF-1449, Blocks 19-24 Schedule of Supplies" to any of the following locations (delivery addresses may be added or deleted during the life of the contract):

U.S. Geological Survey Delivery Locations:

National Water Quality Lab (NWQL)
Bldg. 95
Denver Federal Center
Lakewood, CO 80225

Water Resources Discipline
325 Marine Street
Boulder, CO 80303

Deliveries shall be made during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (except NWQL, bulk deliveries 6:00 a.m. – 6:00 p.m.; cylinders 7:00 a.m. – 3:00 p.m.), and except when the Government facility is closed due to weather or a holiday. All items shall be delivered within one (1) working day from the time the order was issued, except custom mixtures (3-5 blends) which shall be delivered within three (3) working days from the time the order was issued. Oral orders are authorized under the contract, but can only be placed by the designated USGS representative of the delivery order. The designated USGS representative at the time of placing the oral order shall document the time/date and provide a delivery order number and follow-up with a hard copy of the order. All orders placed by 12 noon of a working day shall be delivered by 5:00 p.m. the next working day or subsequent three days for custom mixtures. Any change from these schedules shall require the contractor to contact the designated USGS representative immediately for rescheduling a new date if possible.

RECEIVING REPORT

A receiving report or other suitable shipping document shall accompany each shipment and shall show the (a) name and address of consignor, (b) the name and address of consignee, (c) Government contract and delivery order number, and the quantity of cylinders/dewars shipped with a contract schedule line item description of the gas content, including the contract line item number, the unique bar-code number of the cylinder and the purchase amount. A "Certificate of Analysis" indicating the level of purity "for specialty gases" shall be provided with the receiving report at the time the gas is delivered.

INVOICING REQUIREMENTS/PAYMENT FREQUENCY

Separate invoices for all orders placed during the previous month shall be submitted by the 15th of the following month. The invoices shall contain the delivery order number, appropriate control number, invoice date, service start and end dates (the period which is being invoiced), and a description that includes a complete list of cylinder bar codes being invoiced (either shipped, returned, or accruing rent for that period).

Rental assessment fees shall be invoiced monthly on a separate invoice, rental fee listed and subtotaled by end user's cylinder control numbers, given at the time of order.

The contractor will work with the individual delivery order cost centers to establish methods of invoicing to suit unique center requirements as necessary.

All invoices submitted by the contractor through the Internet Payment Platform (IPP) shall contain a copy of the contractor's invoice as an attachment.

CONTRACTOR PERSONNEL

Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, employee numbers, and job titles. This list shall be updated within forty-eight hours after changes occur. If a driver, other than the one specified, or one whose name does not appear on the drivers, the COR or other designated Government representative may verify the personnel switch with the contractor before the delivery commences. This may require a written notice or fax from the contractor.

The contractor shall be responsible for ensuring that all personnel making deliveries have and maintain a valid Commercial Driver's license at the appropriate level of certification required to transport these types of products.

The contractor will provide personnel responsible for the handling of the hazardous materials. This responsibility includes proper training in the handling and disposal of the hazardous materials.

SAFETY AND HEALTH

The contractor shall perform all operations in a safe and professional manner. The contractor shall comply with all USGS, federal, state, OSHA standards and local laws and regulations concerning the environmental, occupational safety and health, and hazardous material. In case of conflict among these laws and regulations, the most stringent law or regulation shall apply. The contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

The contractor shall maintain a copy of all Material Safety Data Sheets (MSDS) / Safety Data Sheets (SDS) for the associated products provided under this contract. All MSDS/SDS documents are to be the latest revision. The contractor shall also provide a current electronic copy of all MSDS/SDS documents if requested by the COR.

All contractor trucks, trailers and tankers capable of being locked must be locked upon arrival at the delivery locations. Failure to meet this requirement could result in the Government's halting of the delivery. All trucks, trailers and tankers capable of being locked must also be locked again prior to departure of the delivery location(s). The driver shall provide the lock and lock the truck, trailer or tanker without assistance from other Government personnel.

PERSONNAL PROTECTIVE EQUIPMENT

The personal protective equipment (PPE) shall be provided by the contractor. It is the contractor's responsibility to provide prescription safety glasses. It is the Contractor's responsibility to ensure PPE is appropriate to ensure safe handling of the delivered gasses. The contractor agrees that his personnel and equipment are subject to safety inspections by Government personnel while on Federal property.

ACCIDENT REPORTING

Accidents shall be reported to the COR at the time of the incident with appropriate documentation. In the event of an accident, the contractor shall prepare a preliminary report within 2 hours to include as a minimum the following: a) date and time of occurrence; b) magnitude and identification of the incident; d) cause, if determinable, of the incident; and e) contractor's recommendations to avoid future incidents of that nature. One (1) original signed report and one (1) electronic copy shall be given to the COR within five (5) days following the day of the incident.

DISSEMINATION OF INFORMATION

The contractor shall not disclose any information provided or developed under this contract outside the Government without prior approval from the Government. The contractor shall not disseminate any information to the public. The USGS Public Information Officer will release information to the public regarding any emergency situation. Any press releases will be issued by the USGS.

LICENSES, CERTIFICATIONS AND TRAINING

The contractor shall ensure that its agents, employees, and subcontractors involved in this contract be trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures, spills, and emergencies.

In performing its responsibilities under the contract, the contractor shall use only fully trained, experienced, and technically proficient personnel (including replacement personnel). The Contractor will pay for all professional required training. This includes training necessary for keeping personnel abreast of changes in federal, state, and local laws and regulations. No payment will be made by the Government for training needed to qualify contractor employees for any job category or contractor position.

The contractor shall hold a valid license or certification for the operation of forklifts and other handling equipment (hoists, cranes, etc.); training and certification in the handling of hazardous materials; and training and certification for any other specialized operations as required in support of this contract.