



the Chickasaw Nation

Bill Anoatubby, Governor
Jefferson Keel, Lt. Governor

Division of Housing & Tribal Development

111 Rosedale Road · Post Office Box 788 · Ada, OK 74821-0788 · 580-421-8800 · Fax 580-421-8887

January 14, 2013

TO: Prospective Contractors

SUBJECT: Request for Proposals (RFP) Number 13-2196

Sealed proposals for Household Hazardous Waste Collection Events will be received at the following address:

Chickasaw Nation Division of Housing & Tribal Development
PO Box 788
111 Rosedale Road
Ada, OK 74820

Until 5:00 pm, February 13, 2013. Proposals will be held in confidence and not released in any manner until after contract award.

By submission of a proposal, the offeror agrees, if its proposal is accepted, to enter into a contract with the Chickasaw Nation Division of Housing & Tribal Development to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in the attached RFP. The offeror further accepts all of the terms and condition of the RFP.

Proposals should be prepared in accordance with the attached instructions. And will be evaluated by the Division of Housing & Tribal Development as stated in the evaluation factors for award in the RFP.

Questions regarding the attached RFP should be directed to Mack Peterson, Section Head of Environmental Services, at 580-272-5415 or by email at mack.peterson@chickasaw.net.


Procurement Manager

THE CHICKASAW NATION
HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS
CHICKASHA APRIL 6, 2013
ARDMORE MAY 4, 2013

“SCOPE OF SERVICES”

I. Statement of Need

It is the desire of the Chickasaw Nation to have Household Hazardous Waste (HHW) Collection Days in Chickasha on April 6, 2013 and Ardmore on May 4, 2013.

The Chickasaw Nation in collaboration with the City of Ardmore and the City of Chickasha is scheduling this event as a community service to assist in eliminating many detrimental pollutants from being released into the environment.

Many of the household hazardous waste pollutants are a health and/or safety hazard. Currently, the City of Ardmore and Chickasha does not have a program which addresses the handling and disposal of this waste.

There are approximately 16,036 residential households inside Chickasha city limits, and approximately 24,283 residential households inside Ardmore city limits. The Chickasaw Nation requires that the successful contractor assist in planning and organizing the event, provide a training program for all volunteers and all Chickasaw Nation personnel participating in the event, supply adequate staffing for the Household Hazardous Waste Collection Event, and be responsible for the packaging, transporting, and disposal or recycling of the household pollutants collected.

II. Description of Collection Program

The location of the collection events are:

City of Ardmore
Ardmore Regional Park – South Parking Lot
2704 North Rockford Road

City of Chickasha
Chickasha High School Parking lot
101 John P. Cowan Drive

The published hours for the Household Hazardous Waste Event will be from 9 am to 2 pm on Saturday, April 6th for Chickasha and Saturday, May 4th for Ardmore. It is our understanding that participants may arrive a maximum of two hours before the event

and two hours after the event. Therefore, the contractor will be required to have adequate staffing for the event, at least from 7 am to 4 pm.

The published wastes to be collected for the event will be anti-freeze, paints, batteries, pesticides, yard chemical products, thinners, auto chemical products, acids, household cleaners, caustics, household toxins, household flammable liquids, pharmaceuticals, ammunition, etc. Although there will be certain types of wastes that will be advertised as not acceptable, the Chickasaw Nation wants the Household Hazardous Waste Collection Event to be able to accept every type of waste.

The successful contractor will need to list the type of wastes they cannot accept and make recommendations to the Chickasaw Nation on the measures that can be taken in order for the Chickasaw Nation and the municipalities listed above to be prepared to accept these wastes.

E-waste will also be collected during the event and is to be bid separately.

The Household Hazardous Waste Collection Events will be limited by advertising for the residents of Ardmore and Chickasha and surrounding communities. If a participant comes from one of the surrounding communities in Carter and Grady Counties, their waste will also be accepted. The event will be limited by advertising that no business or commercial waste will be accepted except for E-waste. Commercial E-waste will be accepted. All participants *may* be expected to sign a statement that their HHW was generated from their household.

The Chickasaw Nation and the municipalities will coordinate the volunteers for this event. This will include workers for unloading vehicles, traffic control and for bulking used motor oil. The municipalities will also provide a Fire Department rescue unit.

The Chickasaw Nation will collect **latex** paint products at their discretion. Other event collection to be handled by in-house forces will include passenger tires, engine batteries and used motor oil.

E-waste

An e-waste collection has never been held in Ardmore and Chickasha which makes it difficult to approximate the amount of waste that could be collected. The Chickasaw Nation and the municipalities will rely on the contractor awarded the bid to assist in planning the event.

To be eligible to bid, the e-waste contractor must be R2, e-steward and ISI4001 certified.

III. Delegation of Duties

- A. The Chickasaw Nation and/or the Municipalities will be responsible for the following:
1. Surveys
 2. Tables and chairs
 3. Dumpsters for trash
 4. Unloading vehicle assistance
 5. Collecting and bulking oil, and batteries
 6. Proper recycling and/or disposal of used motor oil
 7. Collecting tires
 8. Collecting e-waste
 9. Restrooms, water, electricity, and on-site first aid
- B. The successful HHW contractor will be responsible for the following:
1. Assist the Chickasaw Nation and Municipalities in planning and organizing the Household Hazardous Waste Collection program, including answering questions, assisting in site layout, being available for site visit before the program, and responding to media questions, if necessary.
 2. Coordinate with the Chickasaw Nation and Municipalities personnel to develop a site contingency plan.
 3. Train all site personnel, including volunteers, in site safety procedures such as evacuation signals and routes, etc. to ensure compliance with federal and state regulations.
 4. Train all Chickasaw Nation and Municipalities personnel and volunteers responsible for unloading the vehicles of oil, anti-freeze, paint, and batteries, and on the proper method for screening waste and potential problems.
 5. Mobilize/demobilize labor and equipment necessary to perform the project.
 6. Provide properly trained and qualified staff necessary to review, segregate, classify, package, label, manifest, load, transport, and dispose of collected household pollutant waste.
 7. Provide supplies and equipment necessary to perform the project including, but not limited to, personal protective equipment, oil-dry, truck safety equipment, drums, tables, and chairs for packaging area.

8. Site cleanup.
9. Provide for the safe treatment and disposal of collected household pollutant waste in compliance with all applicable state and federal regulations.
10. Provide a report to the Chickasaw Nation summarizing the Household Hazardous Waste Collection Event. This report should contain, at a minimum, a summary of all the types of waste collected and volume, manifests of all the waste, a summary of the personnel utilized and man-hours, and recommendations for subsequent events.

IV. Proposal Conditions

- A. The preferred method of waste management is recycling or reuse, followed by RCRA incineration or chemical treatment. Land disposal is to be minimized to the extent possible.
- B. The successful HHW contractor is expected to have all the household pollutants and equipment off-site and the site cleaned by 5:00 on the date of the event. Waste cannot be left on site overnight.
- C. Performance Bond Requirement from the successful contractor shall be \$20,000.
- D. Authorizing of tent structures, signs, etc. must be accomplished through the use of sandbags or other non-destructive methods.
- E. The successful contractor shall furnish proof of insurance in the types and amounts specified below with the Chickasaw Nation and Municipalities shown as additional insured's.

Comprehensive General Liability

\$100,000 combined single limit

Pollution Control Liability

Aggregate amount – not less than \$3,000,000 per accident

Workers' Compensation

Statutory limits

The policies shall provide for thirty (30) days written notice of cancellation and shall have no limiting language regarding notice of cancellation.

V. Format and Directions for Proposal Submission

Technical and Cost Proposals submitted in response to this invitation shall be clearly labeled: **HHW**

Contractors may submit separate bids for HHW or E-waste. Mail two (2) copies of each proposal to:

Renee Elliott
Procurement Manager
The Chickasaw Nation Division of Housing & Tribal Development
PO Box 788
Ada, OK 74821

Telephone: (580) 421-8875

Proposals are to be received no later than 5 pm Central Time, Wednesday, February 13, 2013.

After reviewing all submitted proposals, the selection committee, as its option, will consider scheduling your firm for an interview and oral presentation.

Information derived from written responses and oral interviews shall be confidential, except as required to be public information pursuant to tribal, state or local law. The evaluation of the technical proposals will be made on the basis of the aforementioned requested information, but not necessarily limited thereto.

If an acceptable contract cannot be consummated, negotiations will be terminated and the Chickasaw Nation Division of Housing & Tribal Development will proceed with the second-ranked firm.

The Chickasaw Nation Division Housing & Tribal Development reserves the sole right to review the *Technical* and *Cost Proposals* submitted, waive any irregularities therein, to select or reject any or all firms that submitted proposals, should it be determined for its best interest.

VI. Technical Proposal Instruction

The proposals submitted in response to this report should include, but not necessarily be limited to:

- A. Your firm's capabilities including primary business and experience in hazardous waste management, as well as household hazardous waste events.

- B. Your firm's record of projects similar in size and scope to this project. Each project listed should include the names and telephone numbers of at least three responsible individuals who may be contacted as references.
- C. A list of key personnel who will be involved in this collection program. This list should include the following information for each person:
1. Job title
 2. Job description
 3. Regular duties
 4. Duties during collection event
 5. Number of hours of involvement with the project
 - a. On-site
 - b. Off-site
 6. Applicable certifications, i.e., HAZWOPER, CDL, etc.

A complete list of on-site employees with the above information shall be submitted to the event manager on the morning of the event.

- D. A detailed training outline of your firm's employees, differentiating between the training required for chemists versus the training required for technicians, etc.
- E. A letter detailing incidents of non-compliance of environmental regulations including RCRA, SERA, CERCLA, DOT, Clean Water Act, Clean Air Act, but also including state or local environmental regulations as they pertain to waste handling/storage/treatment/transfer/recycling/transport. Please limit your letter to facilities that would be used to handle waste from these types of events and to violations that occurred during the period January 1, 2007 through December 31, 2012. Failure to provide adequate and truthful information regarding non-compliance may result in disqualification of firm's proposal. Failure to provide adequate and truthful information regarding non-compliance with the foregoing shall constitute good and sufficient grounds for disqualification of firm's proposal or recession and cancellation of any contract awarded and entered into.
- F. A statement as to your firm's philosophy that will be employed in the pursuit of this Household Hazardous Waste Collection Event.
- G. A list of on-site equipment that will be available at the Household Hazardous Collection Event. The list should include all fire prevention, safety, personal protective equipment, and other equipment and response equipment, and other equipment, as your firm deems suitable or necessary for this project.
- H. A spill and fire prevention plan tailored to on-site activities at the Household Hazardous Waste Collection Event. The plan should include procedures to minimize the risk of spill or fire, and to protect site workers and participants.

- I. A format for a contingency plan. This should include a description of notification procedures to the participants of on-site emergencies and evacuation of participants and site workers in case of an on-site emergency.
- J. A description of packaging methods used for collected wastes, including safety procedures if any materials are consolidated or bulked on-site.
- K. A list of any wastes which your firm cannot accept and alternatives the Chickasaw Nation and Municipalities can utilize for managing these wastes.
- L. A description of training to be provided to Chickasaw Nation and Municipality personnel and volunteers, and how such personnel or volunteers are to be incorporated into the collection activities.
- M. A complete list of storage/treatment/transfer/recycling/transportation and disposal facilities which may be utilized throughout the course of this project. The list should include name, location, contact person, telephone, and Federal ID Number of each facility. For each facility list the types of waste the facility can accept. Such facility information should also include evidence of closure and post-closure financial assurance where applicable, facility and personnel insurance coverage and a summary of the financial condition of the operating company.
- N. Proof of Indian Ownership and Management. (If Applicable)

V. Evaluation Criteria

Proposals will be evaluated by an appointed evaluation committee.

The Chickasaw Nation Division of Housing & Tribal Development will determine the most responsive proposal based on the accumulation of the highest number of points from the following criteria:

a)	Indian-Owned Enterprise. Firm must demonstrate Indian Ownership and Management. Maximum points shall be 15	15
b)	Qualifications of the firm and the firm's staff as it relates to this project. This list shall include the Principals, staff, and consultants and shall specifically address qualifications required for the project. Maximum points shall be 25	25
c)	Client and professional references (minimum of three). Please ensure that all references given are current. Maximum points shall be 10	10
d)	Past Performance of projects similar in scope, size, and discipline to the required services were performed within the past 5 years. Maximum points shall be 20	20

e)	Capability to provide professional services in a timely manner. Maximum points shall be 20	20
f)	Price. Maximum points 10	10
	Total Points	100

The Division of Housing & Tribal Development will conduct negotiations with the highest-ranked Offerors based on these criteria and award a contract subject to the negotiation of fair and reasonable compensation in accordance with Division of Housing & Tribal Developments adopted Procurement Policies & Procedures. An award of contract, if any, resulting from this solicitation will be made in the best interest of the Chickasaw Nation Division of Housing & Tribal Development.

PROPOSAL

COST FORM

1. Household Hazardous Waste

This cost proposal is for **all** Household Hazardous Waste.

A. Planning and Assistance

Estimated man-hours: _____ (hours)
Lump Sum Bid: \$ _____

B. Mobilization/Demobilization/Site

Lump Sum Bid: \$ _____

C. On-site Labor

1. Chemist

Estimated man-hours: _____ (hours)
Lump Sum Bid: \$ _____

2. Technician

Estimated man-hours: _____ (hours)
Lump Sum Bid: \$ _____

3. Other (specify):

Estimated man-hours: _____ (hours)
Lump Sum Bid: \$ _____

D. On-site Equipment

1. Personal Protective Equipment

Lump Sum Bid: \$ _____

2. Vehicle Rental

Lump Sum Bid: \$ _____

3. Safety Station Equipment

Lump Sum Bid: \$ _____

4. Other (specify):

Estimated man-hours: _____ (hours)
 Lump Sum Bid: \$ _____

E. Analysis

- | | | | |
|----|--|------------------|----------|
| 1. | Per unknown lab-pack container (less than or equal to 5 gallons) | Per test | \$ _____ |
| 2. | Fuel Blend Analysis | Per waste stream | \$ _____ |
| 3. | Full Analysis | Per waste stream | \$ _____ |
| 4. | TCLP Analysis | Per waste stream | \$ _____ |

F. Transportation/Disposal/Supplies

Your firm should provide a price per net pound (unless otherwise indicated) for transportation and disposal of the household pollutants. This price should include supplies such as drums, absorbent, labels, manifests, etc.

The successful contractor prior to packaging will weigh all lab-pack waste. The resulted weight will be considered the "net weight." (This excludes the drum and absorbent weight.) Please keep this in mind when formulating your bid prices.

Each waste type has at least one disposal option listed. Your firm should provide a bid price for one or all options listed. On a separate sheet of paper your firm may provide bid prices for alternative options under your notes on pricing. Or complete Option 2 on the next page. Where disposal options exist, the Environmental Services Department of the Chickasaw Nation Division of Housing & Tribal Development will select the option to be utilized prior to collection.

PRICE PER \$ NET POUND
 (Unless Otherwise Specified)

- | | | | |
|----|-----------------------------------|------------|----------|
| 1. | <u>Non-halogenated Flammables</u> | | |
| a. | Bulk – Incinerated (liquids) | Per gallon | \$ _____ |
| b. | Bulk – Incinerated (sludge) | Per gallon | \$ _____ |
| c. | Lab-packed – Incinerated | | \$ _____ |
| d. | Bulk – Fuel Blended | Per gallon | \$ _____ |
| e. | Other (describe): | | \$ _____ |
| | _____ | | |
| | _____ | | |
| | _____ | | |

2. Organic Poisonous Liquid (Halogenated Solvents and Pesticides)
 - a. Lab-packed – Incinerated \$ _____
 - b. Other (describe): \$ _____
\$ _____
\$ _____

3. Aerosol Containers
 - a. Lab-packed – Incinerated \$ _____

4. Corrosives
 - a. Lab-packed – Incinerated \$ _____
 - b. Lab-packed – Treatment \$ _____

5. Hazardous Waste Liquids or Solids N.O.S.
 - a. Lab-packed – Incinerated \$ _____
 - b. Lab-packed – Landfilled \$ _____

6. Non-recyclable & Non-reusable Paint
 - a. Bulk – Fuel Blended Per gallon \$ _____
 - b. Recycled Per gallon \$ _____

Please direct comments, questions, and any request for information regarding the request for proposal to:

Mack Peterson
Section Head of Environmental Services
The Chickasaw Nation Division of Housing & Tribal Development
PO Box 788
Ada, OK 74821
Telephone: (580) 272-5415
E-mail: mack.peterson@chickasaw.net

INSTRUCTIONS TO OFFERORS

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1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the Offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Nation.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The Nation must receive the acknowledgement by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of

the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The Nation shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, as prospective contractor must-

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by any agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at SAM.gov.

(b) Before an offer is considered for award, the offeror may be requested by the Nation to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g. an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the Nation that the late receipt was due solely to mishandling by the Nation after receipt at the Nation;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the Nation's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the

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same conditions as in subparagraphs (a)(1),(2), and (3) of this provision.

(c) A modification resulting from the Nation's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Nation after receipt at the Nation.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date of the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Nation is the time/date stamp of Nation on the offer wrapper or other documentary evidence of receipt maintained by the Nation.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service – Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service – Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the Nation will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The Nation will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Nation, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Nation may

- (1) reject any of all offers if such action is in the Nation's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and
- (4) award more than one contract for all part of the requirements stated.

(c) If this solicitation is a request for proposals, the Nation may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the Nation may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Nation.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the Nation by obtaining written and dated acknowledgement of receipt from the Nation at the address shown on the cover of this solicitation. The determination of the Nation with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protester.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp

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those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

52.203-2 Certificate of Independent Price Determination (APR 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.204-3 Taxpayer Identification (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

52.219-1 Small Business Program Representations (APR 2012)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.
“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.204-5 Women-Owned Business (Other Than Small Business) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, *Small Business Program Representations*, of this solicitation.] The offeror represents that it [____] is a women-owned business concern.

52.223-6 Drug-Free Workplace (May 2001)

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

GENERAL CONDITION FOR NON-CONSTRUCTION CONTRACTS

1. Definitions

The following definitions are applicable to this contract:

- (a) 'Nation' means the Chickasaw Nation
- (b) 'Contract' means the contract entered into between the Nation and the Contractor. It includes the contract form, the contract clauses, and the scope of work. It includes all formal changes to any of these documents by addendum, Change Order, or other modification.
- (c) 'Contractor' means the person or other entity entering into the contract with the Nation to perform all of the work required under the contract.
- (d) 'Day' means calendar days, unless otherwise stated.

2. Changes

- (a) The Nation at any time, by written order, and without notice to the sureties, if any make changes within the general scope of this contract in the services to be performed.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the Nation shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Nation decides that the facts justify it, the Nation may receive and act up a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the Nation.

3. Termination for Convenience and Default

- (a) The Nation may terminate this contract in whole, or in part, for the Nation convenience or the failure of the Contractor to fulfill the contract obligations (default). The

Nation shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the Nation all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

- (b) If the termination is for the convenience of the Nation, the Nation shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the Nation may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the Nation, any work as described in subparagraph (a) (ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the Nation; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be of amounts owed to the Nation by the Contractor.

(d) If, after, termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the Nation, and the Contractor shall have titled to payment as described in paragraph (b) above.

- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention on Contractor's Records

(a) The Nation, EPA, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the

GENERAL CONDITION FOR NON-CONSTRUCTION CONTRACTS

same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$ 10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

- (i) appeals under the clause titled Disputes;
- (ii) litigation or settlement of claims arising from the performance of this contract; or,
- (iii) costs and expenses of this contract to which the Nation, EPA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The Nation shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies related to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses pertaining to Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the Nation. A claim by the Nation against the Contractor shall be subject to a written decision by the Nation.

(c) The Nation shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor,

within 30 days after receipt of the Nations decision, shall notify the Nation in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the Nation not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the Nation that it submit a final voucher and release, whichever is earlier, then the Nation's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Nation.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contractor and for debarment or denial of participation in EPA programs as a Contractor and a subcontractor as provided in 40 CFR Part 31.38.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the Nation under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the Nation.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the Nation a certificate and release, in a form acceptable to the Nation, of all claims against the Nation by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

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11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:

(i) Award of the contract may result in an unfair competitive advantage; or

(ii) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Nation may, however, terminate the contract or task/delivery order for the convenience of the Nation if it would be in the best interest of the Nation.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Nation may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

13. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the Nation, not member of the governing body of the locality in which the project is situated, no member of the governing body in which the Nation was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

14. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the Nation.

15. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the Nation, or assume any right, privilege or duties of an employee, and shall save harmless the Nation and its employees from claims suits, actions and cost of every description resulting from the Contractor's activities on behalf of the Nation in connection with this Agreement.

16. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as EPA or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.