

## **DRAFT Statement of Work (SOW) for Deicing Treatment**

**1. Introduction:** This requirement is for a firm fixed-price, five (5) year Indefinite Delivery Indefinite Quantity (IDIQ) supply contract with the option of extending six (6) months, if required, for the acquisition of road deicing treatment. Primary delivery requirement is during the winter season months.

**2. Description of Supplies/Introduction:** The Contractor shall furnish qualified personnel, supervision, equipment, and transportation to provide and deliver the required deicers to Tobyhanna Army Depot (TYAD).

A Safety Data Sheet (SDS) is required for all deicing treatments. Safety Data Sheets will indicate the performance characteristics to include temperatures at which the product will effectively melt snow and ice, expected endurance of materials, rates of application necessary to meet described performance.

**3. Scope:** This is a five (5) year IDIQ contract with the option of extending six (6) months, if required, for guaranteed minimum quantities and maximum allowable quantities (see each item for guaranteed minimum and allowable maximum quantities). Delivery Orders for additional quantities may be made throughout the life of the contract up to the maximum allowable quantities. An order for the minimum quantity of each item will be placed at the end of a year. The Government reserves the right to defer any shipment(s) to accommodate for storage capacity limitations. However, subsequent Delivery Orders beyond the minimum quantities of each deicer are not guaranteed.

**4. Deicing Treatments:** The following deicing treatment is required:

**a. Road deicing treatment:** Product must contain Sodium Chloride, Type 1, Grade 1 that meets the American Association of State Highway and Transportation Officials (AASHTO) M143 and American Society for Testing and Materials (ASTM) D632 standards and that performs in temperatures down to at least -10 degrees Fahrenheit. Anti-Cake, Storite Compound shall be introduced uniformly throughout the Sodium Chloride at such a rate that a minimum of 20-PPM of the anti-caking compound shall be present. Delivered salt required to be pre-mixed with Molasses.

NOTE: All deliveries must be made by a tandem or tri-axle dump truck. Frameless trailers are prohibited.

Preferably, all types of the deicing materials shall be environmentally friendly materials but use of industry solvent mix standards is acceptable.

**5. Deliverables:** The minimum/maximum quantities for the contract duration is as follows:

1. Road Deicing Treatment: minimum quantity: 700 ton; maximum quantity: 44,000 ton

**6. Schedule:** Delivery to the locations listed in this SOW will be on an as needed basis

dependent upon the severity of the winter season. Scheduled deliveries will be arranged by the TYAD point of contact (POC) and the contractor. Deliveries shall be made within seven (7) calendar days after receipt of each order. Deliveries may be made Monday – Friday, 0700 – 1600 hours. No weekend or holiday deliveries authorized.

**7. Deliveries:** The Contractor shall deliver all treatments to the location specified in “Time and Place of Performance” noted below. All deliveries shall be F.O.B. Destination. All freight and transportation costs shall be included in the unit costs.

**8. Time and Place of Performance –** The date and time of deliveries will be coordinated with the contractor by the TYAD POC.

The POC is Mr. Edward Bentler, 570-615-7315.

All deliveries will be made to

Tobyhanna Army Depot  
11 Hap Arnold Blvd  
Tobyhanna, PA 18466

Delivery point at TYAD for each deicing treatment will be as follows:

1. Road Deicing Treatment: Building 70, to be unloaded by Contractor.

**9. Inspections and Acceptance** The contractor will contact the TYAD POC upon arrival at TYAD and provide to the TYAD POC all delivery slips indicating the type of deicer and quantities delivered.

**10. Government Furnished Property** There is no Government Furnished Property provided to the Contractor under this SOW.

**11. Brand Name or Equal:**

All items to be procured under this action have a brand name or equal equivalent with defined salient specifications which any proposed equivalents must meet.

11.1 All items proposed by the contractor as being an equivalent to the specified Brand Name items and components listed in the PWS will be evaluated by TYAD prior to being used. The contractor shall submit in writing a request identifying a proposed replacement and detailing the salient specifications by providing a detailed specification sheet in order for TYAD to ensure the proposed item meets or exceeds the requirements for the specified item.

11.2 If at any time during solicitation or the course of the contract, an accepted item becomes discontinued or is no longer available by the manufacturer, the contractor shall submit in writing a request identifying a proposed replacement and detailing the salient specifications by providing a detailed specification sheet in order for TYAD to ensure the proposed item meets or exceeds the requirements for the specified item.

**12. BUY AMERICAN ACT (BAA):**

The brand name items specified in this SOW were compiled IAW FAR and DFARS Part 25 foreign acquisition and are in full compliance of all applicable regulations, including but not limited to, the BAA.

### **13. INVOICING/WIDE AREA WORKFLOW (WAWF):**

Invoicing must be IAW DFARS 252.232-7006. Tobyhanna POC to be provided at time of award.

### **14. Antiterrorism Operations Security (AT OPSEC):**

1. Please see the separately attached document titled "2021 SEC OPS BLURB1".

### **15. INSURANCE REQUIREMENTS - CONTRACTING OFFICER'S NOTICE:**

The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(a) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY. Contractors are required to comply with applicable Federal and State Worker's Compensation and Occupational Disease Statutes. If the Employer's liability portion of the insurance policy, except then contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit Worker's Compensation to be written by private carriers.

(b) GENERAL LIABILITY. Bodily Injury Liability Insurance Coverage written on the comprehensive form of policy of at least \$500,000 per occurrence shall be required. Property Damage Liability Insurance is not normally required.

(c) AUTOMOBILE LIABILITY. Automobile Liability Insurance written on the comprehensive form of policy is required. The policy shall provide for Bodily Injury and Property Damage Liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

### **16. TAX EXEMPTION CERTIFICATION - CONTRACTING OFFICER'S INSTRUCTION:**

In accordance with the supremacy clause of the United States Constitution, Federal Acquisition Regulations and Pennsylvania State Law, Tobyhanna Army Depot, as an instrumentality of the United States Government, is generally immune from taxation by State and local jurisdictions. In lieu of an exemption certificate, and as provided for in paragraph 1.b. of Pennsylvania Sales and Use Tax Regulation Number 200, it is suggested that you retain a copy of this purchase order and this notice as documentary evidence that Tobyhanna Army Depot is immune from State and local taxation. If your state is other than Pennsylvania and requires certification other than this form, or should

you have questions concerning the parameters of immunity from taxation, contact the person identified as the contract administrator in the contract.

**17. Standard Specifications for Projects Under the National Environmental Policy Act in Accordance with 32 CFR 651 Proponent ELTY-ISR-E:**

- 1. Please see the separately attached document titled “Standard NEPA Specifications for Projects May 2020”.**

**18. CONTRACTOR SAFETY STANDARDS FOR TYAD:**

- 1. Please see the separately attached document titled “SERVICE or EQUIPMENT INSTALLATION CONTRACTOR SAFETY STANDARD – May 2023”.**

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