

GSA ORDERING INFORMATION

Award/Contract: GS-07F-0045L

**General Services Administration
Federal Supply Services
Authorized Federal Supply Schedule Catalog and / or Price List**

Schedule Title: 56, Aboveground Storage Tanks, Fuel Dispensing Units, Fuel Management Systems, and Part/Accessories

Contract Period: December 1, 2005 to November 30, 2010

Contract No. GS-07F-0045L

Contractor: Allied Environmental Solutions * PO Box 4407 * Brick, NJ 08723

Business Type and Size: WO / Small / dlr

Contract Administrators: Chris Cangelosi, Charles Sciara, Bill Fleming

1a. Table of Awarded Special Item Numbers

SIN	Item
361-20A	Above-Ground Storage Tanks and / or Systems – Single Compartment - Protected
361-20B	Above-Ground Storage Tanks and / or Systems – Dual Compartment - Protected
361-21A	Above-Ground Storage Tanks and / or Systems – Single Compartment - Fire Resistant
361-21B	Above-Ground Storage Tanks and / or Systems – Dual Compartment - Fire Resistant
361-23	Above-Ground Storage Tanks and / or Systems – Waste Oil
361-22A	Above-Ground Storage Tanks and / or Systems – Non-Vaulted Single Compartment
361-22B	Above-Ground Storage Tanks and / or Systems – Non-Vaulted Dual Compartment
361-24	Fuel Dispensing Units
361-25	Fuel Management Systems / Units
361-26	Accessories / Parts
361-27	Ancillary Services
361-28	Installation and Site Prep
361-29	Tank Monitoring System
361-99	New Technology

Maximum Order: \$500,000.00

If the “best-value” selection places your order over the Maximum Order, identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement, (2) offer the lowest price available under the contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404.

3. Minimum Order: \$100.00

4. Geographic Coverage: 48 Contiguous States, DC, Alaska, Hawaii, Puerto Rico and all foreign – based US Government Agencies.

5. Points of Production

Stoystown, PA 15563; Chandler, Pinal County, AZ 85224; Manheim, PA 17545
Livermore, Alameda County, CA 94550; Somersworth, NH 03878; Waterliet, NY 12189
Littleton, Douglas County, CO 80125; Greensboro, NC 27407; Wildwood, Sumter County, FL 34785
Stone Mountain, Dekalb County, GA 30083; Syracuse, NY 13204; Houston, Harris County, TX 77449

6. Basic Discount: 17.83% on all items

7. Quantity/Volume Discount: N/A

GSA Contract No. GS-07F-0045L

8. Prompt Payment Terms: Net 30

9. Government Commercial Credit Card (GCCC) is accepted at no additional discount.

10. Foreign Items: None

11a. Time of Delivery: 42days ARO

11b. Expedited delivery: 21 Days - Contingent upon inventory and transportation.

12. F.O.B. Point: Origin

13. Ordering address:

Allied Environmental Solutions Inc.
6437 Arbor Wood Drive
Suite A
Flowery Branch, GA 30542
(770) 965-6628
(770) 965-6962 Fax

14. Payment Address:

Allied Environmental Solutions Inc.
6437 Arbor Wood Drive, STE A
Flowery Branch, GA 30542
(770) 965-6628
(770) 965-6962 Fax

15. Warranty Provision:

Above-Ground Storage Tanks - Protected	20 or 30 Year
Fuel Dispensing Units	1 Year
Accessories / Parts	1 Year
Tank Monitoring System	1 Year

16. Export Packing Charges: Not Applicable

17. Terms and Conditions of Government Credit Card (GCCC): GCCC accepted at no additional discount

18. Terms and Conditions of Rental, Maintenance and Repair: Not applicable

19. Terms and Conditions of Installations: SIN 361 28, Installation and Site Preparation requiring Construction for Above Ground Storage Tanks/Systems, Fuel Dispensing Units and Fuel Management Systems.

The principal purpose of the Above Ground Storage Tanks/Systems, Fuel Dispensing Units and Fuel Management Systems program under Schedule 56 is for the purchase of products meeting the general description of the Special Item Numbers (SIN) within the program. Installation and site preparation services may be ordered in conjunction with or in support of products purchased under this GSA Federal Supply Schedule.

Note: This SIN specifically EXCLUDES Architectural Engineering Services (A&E) under the Brooks Architect-Engineers Act as stated in Federal Acquisition Regulation (FAR) Part 36. These services shall be ordered only in accordance with Part 36 and agency procedures, and shall not be included on a GSA contract order as an open market item.

Contractors are responsible for the following when performing services under this SIN:

- Contractors must comply with Construction Clauses and Davis-Bacon Regulations. The clauses shown in Attachment 11 of this solicitation will apply to agency orders placed against the schedule contract.

- Compliance with all local laws, regulations and ordinances are the responsibility of the GSA prime contractor. The prime contractor shall accept full responsibility and liability for all work performed by subcontractors under a resultant contract.
- Contractors shall review the statement of work issued by the ordering agency and provide a separate quote for services to be performed under this SIN based on the ordering agency's statement of work. Should the contractor not be able to meet requirement(s) in the statement of work, the contractor's quote must specifically identify the items which have not been included in the quoted price.
- Contractors must provide bonding and insurance if required by the ordering agency statement of work.
- Contractors may serve as a Prime contractor and subcontract the installation or site preparation services unless specifically prohibited by the ordering contracting officer. Subcontractors must comply with any licensing and bonding requirements specified in the Statement of Work.
- The contractor shall be responsible, accountable and liable for all work performed, including work performed by subcontractors (at all tiers), and for ensuring the work performed is completed in accordance with the ordering agencies statement of work.
- The contractor shall ensure all warranties are honored. All construction work must be guaranteed for any defect in workmanship and materials.
- The Government reserves the right to apply liquidated damages whenever the required delivery is not met in accordance with clause 52.211-12, Liquidated Damages – Construction.
- Sales of the services shall not be combined or reported with the product SIN. Contractors must report the sales for installation and site preparation services under SIN 361-28.

When placing orders for services under this SIN, Ordering Agencies are responsible for the following:

- Complying with all Federal Appropriation Laws and ensuring the correct types of funds are obligated on the order.
- When construction, alteration or repair of public buildings or public works is involved for services performed under this SIN, Ordering Agencies must comply and ensure contractor compliance with the Construction Clauses and Davis-Bacon Regulations. See Attachment 11 of the GSA solicitation for a complete listing of the FAR and GSAM Clauses incorporated by reference for all schedule contractors awarded this SIN. Ordering agencies shall utilize these clauses as a guideline and must incorporate the applicable clauses into the statement of work. The ordering agency is responsible for including the most current version of these clauses and any other applicable clauses into the order. Clauses which require "fill-ins" must be completed by the ordering agency. Any agency specific clauses which may apply based on agency regulations or requirements must be added and must be cited in the statement of work.
- Defining and issuing the statement of work for installation and site preparation services. It is essential the ordering agency's statement of work includes an accurate description of the work required and definition of scope to facilitate realistic quotations.
- The statement of work shall clearly inform the contractor of any bonding requirements and any required insurance amounts.
- The ordering agency will provide the local Davis-Bacon wage rates to contractors. Applicable wage determinations will be incorporated into the statement of work.
- Reviewing quotations from schedule contractor to ensure the work proposed meets the statement of work requirements. The ordering agency shall consider only fixed priced quotes.
- Obtaining pricing information from the schedule contractor and making a Best Value Determination as required per the ordering procedures of FAR 8.4

- Making a fair and reasonable price determination for the services to be performed under this SIN based on the quotations received.
- Negotiating the pricing for installation and site preparation services with the schedule contractor on an order by order basis, based on the mix of labor and complexity of the installation. Services pricing shall be shown and priced as a separate line item on the order.
- Performance clauses will be modified for each job by the requiring agency.
- Administration of orders issued under this Special Item Number.
- All orders and payments must be made to the schedule contractor.

20. Terms and Conditions of Repair Parts Lists and Any discounts from Price List: Not applicable

20a. Terms and Conditions of Ancillary Services: SIN 27 – Ancillary Services relating to Above Ground Storage Tanks, Fuel Dispensing Units, and Fuel Management Systems.

The principal purpose of the program under Schedule 56 is for the purchase of products meeting the general description of the Special Item Numbers (SIN) within the program. Ancillary services may only be ordered in conjunction with or in support of products purchased under this Federal Supply Schedule contract.

Ancillary Service excludes:

- Construction (construction is defined as alteration, or repair of buildings, structures, or other real property)
- Architectural Engineering Services (A&E) under the Brooks Architect-Engineers Act as stated in Federal Acquisition Regulation (FAR) Part 36. These services shall be ordered only in accordance with Part 36 and agency procedures, and shall not be included on a GSA contract order as an open market item.
- Personal services.
- Stand-alone services applicable to the Service Contract Act (SCA)

The ordering agency is responsible for defining and issuing the statement of work for ancillary services. Accurate definition of the scope and statement of work is essential to facilitate realistic quotations. The statement of work shall also inform the contractor of any applicable insurance requirements.

- Ordering agencies will obtain pricing information from the schedule contractors, and will negotiate for ancillary services on an order by order basis, based on complexity and level of effort. Ancillary services shall be priced as separate line items on each order. Only fixed priced quotations will be accepted.
- Pricing of services has been determined fair and reasonable by GSA. However, ordering agencies shall make a determination that the price is fair and reasonable and offers the best value to the Government, based on the negotiated amount for the level of effort involved in the requirement.
- Ordering agencies will comply with all appropriation laws and ensure that the correct types of funds are obligated on each order.

Contractor quotations shall specifically detail all products with the contract price and provide a single price for services. Sales of ancillary services shall not be combined or reported with the product SIN.

The GSA contractor may subcontract any ancillary services ordered under this SIN, unless specifically prohibited by the ordering contracting officer. The GSA contractor shall be responsible, accountable and liable for all work performed by any subcontractor and shall honor all warranties. Compliance with all agency, local, state, and Federal laws, regulations, and ordinances is the responsibility of the GSA prime contractor. All orders and payments must be placed with the prime contractor.

Reference FAR 8.4 for an explanation of ordering procedures used when purchasing through a Multiple Award Schedule contract.

21. List of Service and distribution points: Not applicable

22. Preventive Maintenance: Participating Dealers

23. Customer Responsibilities: N/A

24. Inspection: Items purchased will be inspected at destination by the consignee.

25. Acceptance: If item(s) is noticeably damaged in shipment, indicate extent of damage on Bill of Lading before acceptance signature. Concealed damage claims must be reported to the motor freight transportation company within 24 hours of acceptance.

26. Data Universal Number System (DUNS): 868258869

27. Notification regarding registration in Central Contracting Registration (CCR) Database: Registered.