

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
 Offeror To Complete Block 12, 17, 23, 24, & 30

1. Requisition Number SEE SCHEDULE Page 1 Of 6  
 2. Contract No. DAAA09-03-D-0025 3. Award Effective Date 10 SEP 2003 4. Order Number 0002 5. Solicitation Number 6. Solicitation Issue Date

7. For Solicitation Information Call: A. Name ERNEST DIXON B. Telephone Number (No Collect Calls) (309)782-2757 8. Offer Due Date/Local Time

9. Issued By Code W52P1J  
 HQ JMC  
 ANSJM-CCA-I  
 ROCK ISLAND, IL 61299-6000  
 BLDG 350  
 e-mail: DIXONE@OSC.ARMY.MIL

10. This Acquisition Is  
 Unrestricted  
 Set Aside: % For  
 Small Business  
 Small Disadv Business  
 8(A)  
 SIC:  
 Size Standard:

11. Delivery For FOB Destination Unless Block Is Marked  
 See Schedule  
 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)  
 13b. Rating DOS1  
 14. Method Of Solicitation  
 RFQ  IFB  RFP

12. Discount Terms NET 20 DAYS

15. Deliver To Code SEE SCHEDULE 16. Administered By Code W52P1J  
 COMMANDER USA  
 JOINT MUNITIONS COMMAND  
 ATTN: CONTRACTING & PARC CENTER  
 ROCK ISLAND, IL 61299-6000

Telephone No.

17. Contractor/Officer Code 1LPP2 Facility  
 PANGEA, INC.  
 743 SPIRIT 40 PARK DRIVE, SUITE 232  
 CHESTERFIELD, MO. 63005-1125  
 Telephone No. (636)519-4877

18a. Payment Will Be Made By Code W52H1C  
 DEFENSE FINANCE & ACCOUNTING SERVIC  
 ROCK ISLAND OPERATING LOCATION  
 ATTN DPAS-BVAJ/RI  
 BUILDING 68  
 ROCK ISLAND IL 61299-8301

17b. Check If Remittance Is Different And Put Such Address In Offer 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked  
 See Addendum

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE				
(Attach Additional Sheets As Necessary)					

25. Accounting And Appropriation Data ACRN: AA 21 3202000003658251P4230052540 S11173 W52P1J 26. Total Award Amount (For Govt. Use Only) \$850,647.00

27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached.  Are  Are Not Attached.  
 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda  Are  Are Not Attached.

28. Contractor Is Required To Sign This Document And Return 2 Copies  
 To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.  
 29. Award Of Contract: Reference \_\_\_\_\_ Offer  
 Dated \_\_\_\_\_, Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:

30a. Signature Of Offeror/Contractor *[Signature]* 31a. United States Of America (Signature Of Contracting Officer) *[Signature]*  
 30b. Name And Title Of Signer (Type Or Print) Michael A. Zambrana - President 30c. Date Signed 9/16/03  
 31b. Name Of Contracting Officer (Type Or Print) ERNEST DIXON DIXONE@OSC.ARMY.MIL (309)782-2757 31c. Date Signed 9/14/2003

32a. Quantity In Column 21 Has Been  
 Received  Inspected  Accepted And Conforms To The Contract Except As Noted  
 33. Ship Number 34. Voucher Number 35. Amount Verified Correct For  
 Partial  Final

32b. Signature Of Authorized Government Representative 32c. Date  
 36. Payment  Complete  Partial  Final 37. Check Number  
 38. S/R Account Number 39. S/R Voucher Number 40. Paid By

41a. I Certify This Account Is Correct And Proper For Payment  
 41b. Signature And Title Of Certifying Officer 41c. Date  
 42a. Received By (Print)  
 42b. Received At (Location)  
 42c. Date Recd (YYMMDD) 42d. Total Containers

**CONTINUATION SHEET**

Reference No. of Document Being Continued

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PIIN/SIIN DAAA09-03-D-0025/0002

MOD/AMD

**Name of Offeror or Contractor:** PANGEA, INC.

## SUPPLEMENTAL INFORMATION

1. THIS CONTRACT IS ENTERED INTO ACCORDING TO THE FEDERAL ACQUISITION REGULATION (FAR) PART 19.800 SECTION 8 (A) OF THE SMALL BUSINESS ACT AND THE DEFENSE FEDERAL ACQUISITION REGULATION (DFAR) 219.811-3(1)(A) SECTION 8(A) DIRECT AWARD MEMORANDUM OF UNDERSTANDING DATED MAY 6, 1998 BETWEEN THE SMALL BUSINESS ADMINISTRATION (SBA) AND THE DEPARTMENT OF DEFENSE (DOD).
2. AN OFFER LETTER WAS SENT TO THE SBA REQUESTING THIS CONTRACT. THIS SMALL BUSINESS CONTRACTOR HAS BEEN CERTIFIED BY THE SBA AS AN 8(A) CERTIFIED CONTRACTOR AND IS ELIGIBLE FOR THIS AWARD. THIS CONTRACT IS FOR SERVICE DESCRIBED IN THE ATTACHED SCOPE OF WORK ENTITLED "DEFENSE LOGISTICS AGENCY (DLA) NEW HAVEN, IN REMEDIATION WASTE DISPOSAL DLA 2003-006" DATED 29 APRIL 2003.
3. THE UNITED STATES OF AMERICA, ACTING THROUGH THE CONTRACTING OFFICER, AWARDS TO PANGEA GROUP INC. CONTRACT NUMBER DAAA-09-03-D-0025 DELIVERY ORDER 0002. THIS AWARD IS A FIRM FIXED PRICE CONTRACT FOR \$850,647.00 FOR THE REMEDIATION WASTE DISPOSAL PROJECT AT NEW HAVEN DEPOT LOCATED IN NEW HAVEN, INDIANA. THIS IS PER THE CONTRACTORS REVISED PROPOSAL DATED 29 JULY 2003.
4. TECHNICAL POINT OF CONTACT FOR THIS PROJECT IS MR. MIKE STYVAERT AT COMMERCIAL (309) 782-0880. ALL OTHER QUESTIONS SHOULD BE DIRECTED TO THE CONTRACTING OFFICER, MR. ERNIE DIXON AT (309) 782-2757.
5. THE CONTRACTOR IS AUTHORIZED TO INCREMENTALLY INVOICE AGAINST THIS CONTRACT BASED ON THE PERCENTAGE OF WORK COMPLETE NOT EXCEED ONCE PER MONTH IAW FEDERAL ACQUISITION REGULATIONS. ALL INVOICES MUST BE VERIFIED AND SIGNED AS COMPLETE FOR THE PERCENTAGE OF WORK TO BE INVOICED BY A LOCAL AUTHORIZED GOVERNMENT EMPLOYEE PRIOR TO SUBMISSION TO CONTRACTING OFFICER FOR PAYMENT.
6. UPON COMPLETION OF THE WORK THE CONTRACTOR SHALL PREPARE ALL THE NECESSARY PAPER WORK AND DOCUMENTS SPECIFIED IN THE SCOPE OF WORK, INCLUDING BUT NOT LIMITED TO THE FINAL REPORT. FINAL REPORTS SHALL BE PROVIDED IN CD FORMAT. TWO COPIES OF THE CD SHALL BE PROVIDED TO THE CONTRACTING OFFICER.
7. WAGE DETERMINATION RATE DATED 07/15/2003 NUMBER 94-2189 FOR FORT WAYNE/NEW HAVEN INDIANA IS HEREBY INCORPORATED INTO THIS CONTRACT IAW SERVICE CONTRACT ACT.

ALL OTHER TERMS AND CONDITIONS OF THE BASIC ID/IQ CONTRACT DAAA-09-03-D-0025 THAT ARE APPLICABLE FOR FFP CONTRACTS ARE ALSO APPLICABLE TO THIS DELIVERY ORDER 0002.

\*\*\* END OF NARRATIVE A 001 \*\*\*

CONTINUATION SHEET

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Name of Offeror or Contractor: PANGEA, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	DLA REMEDIATION WASTE DISPOSAL PROJECT				\$ 850,647.00
	NOUN: RADIOACTIVE WASTE DISPOSAL PRON: M236E175M2 PRON AMD: 01 ACRN: AA AMS CD: 42300500000 CUSTOMER ORDER NO: P0833303MP00050				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DLVR SCH	PERF COMPL			
	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		
	001	0	30-JAN-2004		
	\$ 850,647.00				

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MOD/AMD

**Name of Offeror or Contractor:** PANGEA, INC.

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG					JOB	ACCOUNTING	OBLIGATED
ITEM	AMS_CD	ACRN	STAT	ACCOUNTING CLASSIFICATION		ORDER	STATION	AMOUNT	
						NUMBER			
0001AA	M236E175M2	AA	1	21	3202000003658251P4230052540	S11173	30SF79	W52P1J \$	850,647.00
	42300500000								
								TOTAL	\$ 850,647.00

SERVICE					ACCOUNTING	OBLIGATED
NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION		STATION	AMOUNT	
Army	AA	21	3202000003658251P4230052540	S11173	W52P1J \$ 850,647.00	
					TOTAL	\$ 850,647.00

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**Name of Offeror or Contractor:** PANGEA, INC.**CONTRACT CLAUSES**For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
2	252.219-7009 DPARS	SECTION 8(a) DIRECT AWARD	MAR/2002

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MOD/AMD

**Name of Offeror or Contractor:** PANGEA, INC.

## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	DESCRIPTION & STATEMENT OF WORK REMEDIATION & WASTE DISPOSAL	29-APR-03	006	
Attachment 002	REVISED TASK ORDER PROPOSAL REMEDIATION WASTE DISPOSAL PROJECT	29-JUL-03	005	
Attachment 003	IN REMEDIATION WASTE DISPOSAL PROJECT DLA-2003-006 REVISED COST PROPOSAL	29-AUG-03	007	
Attachment 004	SERVICE CONTRACT ACT WAGE DETERMINATION FORT WAYNE/NEW HAVEN IN	15-JUL-03	008	

29 April 2003

**DESCRIPTION OF WORK**  
**Defense Logistics Agency (DLA) New Haven, IN**  
**Remediation Waste Disposal**  
**DLA 2003-006**

This project provides for the removal of the unwanted radioactive materials from the DLA facility in New Haven, IN. The contractor shall excavate, package, profile and arrange for disposal of the waste, prepare (including preparation of shipping papers, inspection of the inventory and marking and labeling the containers) the excess materials for shipment to an authorized and approved disposal facility.

All activities shall comply with applicable local, State, and Federal rules, laws, and regulations, including the Defense Appropriations Act as it pertains to the use of ozone-depleting substances. According to the Defense Appropriations Act, the contractor, in doing the efforts as defined in this scope of work, shall in no way construe the Government direction as supporting, suggesting, or directing the use of ozone-depleting substances. The contractor shall specifically bid and do all contractual efforts according to this act.

**Defense Logistics Agency (DLA) New Haven, IN  
Remediation Waste Disposal**

**SCOPE OF WORK  
DLA 2003-006**

**1. RADIOLOGICAL HISTORY.** The New Haven, IN DLA facility is a Defense National Stockpile Center Depot. In the fall of 2000 the facility sold a stockpile of baddeleyite ore containing licensable quantities of natural uranium and thorium (Th = 0.091% and U = 0.204%). The Nuclear Regulatory Commissions (NRC) licensed the ore to DLA under Source Material License STC-133. The facility has removed the piles, but residual material remains on the footprint that requires removal and disposal to meet the NRC unrestricted release criteria. The area of concern is identified as "Area 7A" and is approximately 940 feet by 120 feet. DLA's 2001 characterization efforts indicate the material has not migrated beyond 15 cm in depth.

This scope involves the excavation, packaging, brokerage, transport and disposal of an estimated 2,000 cubic yards of contaminated soil and additional contaminated debris from Area 7A.

**2. APPLICABLE DOCUMENTS.**

- \* 10 CFR.
- \* 49 CFR.
- \* 29 CFR
- \* JMC shipping procedures.
- \* Disposal facility acceptance criteria.
- \* DLA NRC License STC-133

**3. INSTALLATION FURNISHED SUPPORT.** The JMC contractor shall supply all services, equipment, materials, and supplies required to complete the scope of work unless otherwise indicated. The installation will provide a copy machine, access to facsimile equipment, restrooms, and telephone equipment.

**4. COORDINATION.** The contractor shall coordinate project activities through the US Army Joint Munitions Command (JMC) project manager and DLA:

US Army Joint Munitions Command  
AMSJM-SF (Mr. Mike Styvaert)  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000  
Phone: (309) 782-0880



Facsimile: (309) 782-2988  
E-mail: [styvaertm@osc.army.mil](mailto:styvaertm@osc.army.mil)

Defense National Stockpile Center  
Mike Pecullan  
Phone: 703-767-7620  
E-mail: [Michael.Pecullan@dla.mil](mailto:Michael.Pecullan@dla.mil)

**5. WORK PLANS AND HEALTH AND SAFETY PLAN.** For this effort, a Radiological Work Plan and a site specific Health and Safety Plan are required.

**5.1. Work Plan.** The Work Plan shall as a minimum address the following;

- a summary of the scope of work
- the site background/history
- the mobilization plans
- details on the removal/excavation activities including a description of pre and post excavation topographical surveys
- a description of the planned waste packaging/transportation and disposal
- a description of equipment and personnel radiological survey and decontamination procedures
- emergency response information in accordance with OSHA requirements
- and a proposed schedule of activities including the contractors proposed work hours and work days.

**5.2. Health and Safety.** All contractor personnel shall receive, as a minimum, a briefing on the hazards of the work area, the expected dose, and possible biological effects from receiving that exposure. The environment in all buildings and surrounding areas is expected to be very low dose rate, and the greatest danger from a radiation safety viewpoint is potential contamination. The contractor may encounter hazardous materials other than radioactive materials during the survey effort although none are anticipated.

**6. ON-SITE.** The contractor shall:

**6.1.** Travel to the site for a pre-bidders meeting. This meeting will serve to familiarize the contractor with facility and it's layout. In addition, the contractor shall at this time collect any required samples for purposes of profiling the waste materials into an acceptable disposal facility.

6.2. At least 7-days before the start of on-site work, provide DLA and JMC with the following information:

- a. Date and time of arrival at the site.
- b. Number of personnel and names.
- c. Length of stay.
- d. Any special instructions such as installation equipment that they require for performance of the project, etc.
- e. Confirmation of the work hours and days.

6.3. Provide all services, materials, equipment, and supplies necessary to complete the scope of work unless otherwise indicated.

6.4. Participate in a pre-fieldwork kickoff meeting with DLA and JMC personnel.

6.5. Conduct a pre-excavation topographical survey of the area of concern.

6.6. Excavate and remove the described quantity of material (see inventory description in paragraph 11) at the identified location. Removal includes inspecting the shipping containers, preparing the containers for shipment, completion of shipping documents, loading, blocking and bracing the load, and transporting the containers to an acceptable disposal facility as appropriate.

6.7. Provide the transportation for the waste. The Government reserves the right to reject any vehicle or driver if it does not meet the requirements of the Department of Transportation.

6.8. The contractor shall provide brief weekly reports (e-mail preferred) of field activities to the POCs identified in paragraph 4.

6.9. Conduct a post-excavation topographical survey of the area of concern.

7. **DELIVERABLES.** The contractor shall provide one copy each of the following items to DLA and JMC at the addresses identified in paragraph 3 above.

- The Work Plan and Health and Safety Plan as described in paragraph 5
- \*Shipping documents of the radioactive material from the installation within 10 days.
- Acknowledgements of receipt from each receiving facility within 10 days.

- Documents of shipping papers/receipts for disposal of waste from this project.
- Block #5 of the manifest shall indicate DLA New Haven as the only generator.
- A final report as described in paragraph 12.

\*Note: Include the county name and 9-digit zip code of the installation for future reporting. The JMC requires this information for reporting.

**8. PERMITS.** The contractor shall contact the JMC permit manager, Ms. Sharyll O'Neal, (309) 782-2068 for required permits. The contractor shall obtain any required permits to make the shipment.

**9. PERSONNEL.** The contractor shall propose a project manager with a minimum of 3-years experience in conducting environmental remediation/restoration efforts, primarily with radioactive material.

**9.1.** The contractor shall provide resumes of technical personnel with the project proposal.

**9.2.** On-site personnel must have the training mandated by 29 CFR 1910.120 (40 hours plus 3 days on-site experience). Supervisors shall have 8 hours of additional supervisory training. The contractor shall provide written evidence of current Occupational Safety and Health Administration training for each person performing work and a corporate certification that each person is medically capable of working on a hazardous waste site.

**9.3.** Contractor personnel shall receive and document a briefing on the hazards of the work area, the expected dose, and possible biological effects from receiving that exposure.

**9.4.** The contractor shall provide a JMC-approved broker to manage the shipments.

**9.5.** The contractor shall identify any proposed sub-contractors in their cost and technical proposal.

**10. FINANCIAL.** This delivery order shall include the cost for processing and disposal at an acceptable disposal facility.

**11. INVENTORY.** The anticipated DLA New Haven waste will consist of 2,000 cubic yards of soil and debris contaminated with natural uranium and thorium (Th = 0.091% and U = 0.204%). Included in the 2,000 yd<sup>3</sup> estimate are the following;

- a 15,000 ft<sup>2</sup> (approximately 257' x 58') asphalt pad
- two (2) road and access areas approximately 940' x 25'
- three (3) rail lines\* approximately 940 linear feet
- 66 yd<sup>3</sup> of railroad ties, plastic and canvas
- 21 each 5-gallon buckets of ore
- contaminated railroad ties (approximately 25' x 25' x 6')

\* - the rail lines include the ties, rails and ballast.

The contractor shall leave uncontaminated materials including steel rails and ties as applicable at the installation in an area designated by the onsite representative. The contractor shall propose methods to reduce the amount of LLRW requiring disposal at an acceptable disposal facility.

**12. FINAL REPORT.** After completing the on-site work, the contractor shall prepare a draft Final Report. The contractor shall deliver hard copies or an electronic copy (e-mail) of the draft Final Report to the DLA and JMC POC's identified in paragraph 4 within 3 weeks of project completion. DLA and JMC will review and provide comments to the Report within 2 weeks of receipt. The contractor shall address the DLA and JMC comments within 2 weeks and issue a Final Report (1 hard copy and one CD) to DLA and JMC.

**12.1. Coordination.** The contractor shall coordinate all final report activities with the Army Project Officer, Mr. Styvaert. The address and telephone numbers are identified in paragraph 4.

**13. SCHEDULE.** The contractor shall make schedule arrangements through the JMC point of contact identified in paragraph 3. The contractor shall begin work no later than 30 days after contract award and shall complete all phases of this effort no later than 120 days after contract award.