SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 19BE017

2. CONTRACT NO.: SP4500-19-D-0014

3. AWARD/EFFECTIVE DATE: 2019 MAY 31

4. ORDER NUMBER:

5. SOLICITATION NUMBER:

6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL:

a. NAME:

b. TELEPHONE NUMBER *(No collect calls)*:

8. OFFER DUE DATE/ LOCAL TIME:

9. ISSUED BY — CODE SP4500

DLA DISPOSTION SERVICE - EBS
DLA DISP SVCSS HAZ CONTRACT
74 NORTH WASHINGTON
BATTLE CREEK MI 49037-3092
USA
Local Admin: Andrea Tichenor PZMPS00 Tel: 269-961-7392
Email: Andrea.Tichenor@dla.mil

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR
- [x] SET ASIDE: 100 % FOR:
- [ ] SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] HUBZONE SMALL BUSINESS
- [ ] EDWOSB — NAICS: 562211
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [x] 8 (A) — SIZE STANDARD:$38.5M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS: Net 30 days

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION

- [ ] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE:

SEE SCHEDULE

16. ADMINISTERED BY — CODE SP4500

SEE BLOCK 9
Criticality: PAS : None

17a. CONTRACTOR/ OFFEROR — CODE 79CE5 — FACILITY CODE:

CC Environmental, Inc. DBA
CC Environmental, Inc.
5700 Mainsgate #1903
WICHITA KS 67220-2739
USA

TELEPHONE NO. 4056951042

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE SL4701

DEF FIN AND ACCOUNTING SVC
BSM
P O BOX 182317
COLUMBUS OH 43218-2317
USA

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. [x] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Award sent EDI, Do not duplicate shipment				

25. ACCOUNTING AND APPROPRIATION DATA:

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $2,820,128.37

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED.
- [x] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [x] ARE [ ] ARE NOT ATTACHED.

- [x] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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

- [ ] 29. AWARD OF CONTRACT: REF. _____ 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:

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*: Michelle Watson

30b. NAME AND TITLE OF SIGNER *(Type or Print)*:

30c. DATE SIGNED:

31b. NAME OF CONTRACTING OFFICER *(Type or Print)*:

Michelle Watson
Michelle.Watson@dla.mil

31c. DATE SIGNED: 2019 MAY 29

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 19BE017

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
SP4500-19-D-0014	2019 MAY 31			

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE SP4500

DLA DISPOSTION SERVICE - EBS
DLA DISP SVCSS HAZ CONTRACT
74 NORTH WASHINGTON
BATTLE CREEK MI 49037-3092
USA
Local Admin: Andrea Tichenor PZMPS00 Tel: 269-961-7392
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10. THIS ACQUISITION IS
- [ ] UNRESTRICTED OR [x] SET ASIDE: 100 % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
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- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [x] 8 (A)

NAICS: 562211
SIZE STANDARD: $38.5M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS
Net 30 days

- [ ] **13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)**

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE SP4500

SEE BLOCK 9
Criticality: PAS : None

17a. CONTRACTOR/ OFFEROR CODE 79CE5 FACILITY CODE

CC Environmental, Inc. DBA
CC Environmental, Inc.
5700 Mainsgate #1903
WICHITA KS 67220-2739
USA

TELEPHONE NO. 4056951042

18a. PAYMENT WILL BE MADE BY CODE SL4701

DEF FIN AND ACCOUNTING SVC
BSM
P O BOX 182317
COLUMBUS OH 43218-2317
USA

- [ ] **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. [x] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Award sent EDI, Do not duplicate shipment				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$2,820,128.37

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.
- [x] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [x] ARE [ ] ARE NOT ATTACHED.

- [x] **28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN** 1 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

- [ ] **29. AWARD OF CONTRACT:** REF. _____ 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
Michael Strickland

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
WATSON.MICHELLE.L.1260903850 Digitally signed by WATSON.MICHELLE.L.1260903850 Date: 2019.05.29 15:36:48 -04'00'

30b. NAME AND TITLE OF SIGNER *(Type or Print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or Print)*	31c. DATE SIGNED
Michael Strickland / Pres	5-29-19	Michelle Watson	5/29/2019

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

NOTES:

1. In accordance with PGI 219.811 -
The authority for use of other than full and open competition is 10 U.S.C. 2304(c)(5).

2. The contract's 30-month base period shall be from 31MAY2019 to 30NOV2021 (est. $2,820,128.37), and if exercised, the 30-month option period shall be from 01DEC2021 to 30MAY2024 (est. $3,067,584.34).

3. The standard removal timeframe for this contract is 21 calendar days from order issuance.

4. The primary COR for this contract is Corey Dotson, (m): 603-828-9206.

5. The contractor's emergency POC is Michael Strickland, (m): 405.695.1042.

ATTACHMENTS:

SP450019D0014 Attachment 1 - Price Schedule/Facility CLIN spreadsheet;
SP450019D0014 Attachment 2 - Pickup-Points;
SP450019D0014 Attachment 3 - Common Access Card Procedures.
SP450019D0014 Attachment 4 - Acceptable Performance Levels;

LIST OF OTHER DOCUMENTS:

*Manifest Tracking Log (DLA FORM 2505) (OCT 13)
http://www2.dla.mil/officialForms/files1/DL2505.pdf

*Certificate of Recycling (APR 2004)
www.dla.mil/Portals/104/Documents/DispositionServices/hazardous/Certificate_of_Recycling.doc

*DoL Wage Determination (1996-0223) Revision 45, dated 4/2/2019
https://www.wdol.gov/wdol/scafiles/non-std/96-0223.sca?v=45

*Report of Compressed Gas Cylinders (INERT AND NON-INERT) (FEB 05)
www.dla.mil/Portals/104/Documents/DispositionServices/hazardous/Compressed_Gas_Cylinders.doc

*Evaluation Data for Rejected Cylinders (MAR 06)
www.dla.mil/Portals/104/Documents/DispositionServices/hazardous/RejectedCylinders.pdf

*Hazardous Waste Profile Sheet (DLA FORM 2511 (NOV 16)
http://www2.dla.mil/officialforms/files1/DL2511.pdf

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0.0 PERFORMANCE WORK STATEMENT

a. This contract is referred to as the “Northeast Regional HW Disposal Contract”. Work will consist of the removal, transportation and disposal of RCRA hazardous wastes, non-RCRA wastes, State-Regulated wastes, Non-State Regulated wastes, Universal Wastes, Compressed Gas Cylinders, and Polychlorinated Biphenyls (PCBs) located on military installations in the states of Maine, New Hampshire, New York and Vermont. The Contractor is cautioned that some requirements for information and plans are required before start of work on this contract, i.e., Sections 1.1.2, 1.1.8, and 3.9.

b. This contract consists of one (1) 30-month Base Period, followed by one (1) 30-month Option Period.

c. Pricing for containerized waste will largely be based upon container sizes and the assigned disposal profile, rather than pricing on a per pound basis. The exception is bulk wastes as defined in paragraph 1.2.8.1 and containerized waste with the suffix C7.

d. This contract is a firm-fixed price indefinite delivery/indefinite quantity (IDIQ) contract written as a performance based contract and allows the Contracting Officer (KO) to make monetary deductions and/or a negative mark on the Contractor’s Past Performance when an Acceptable Performance Level (APL) is not met.

e. The Government agrees that all items placed on a Task Order (TO) on this contract will be accompanied by documentation and markings that comply with all applicable local, state, and federal laws and regulations relating to the generation, storage and transportation of waste.

f. The Contractor agrees to provide all services necessary for the transportation, final treatment, disposal, and/or recycling of the items listed in the schedule in accordance with (IAW) all local, state, and federal laws and regulations, and the terms and conditions of this contract. These services shall include all necessary personnel, including applicable Subcontractors, labor, transportation, equipment, and the compilation and submission of all documentation required by this contract. All items, regardless of the condition, are being discarded by the Government and will require recycling or disposal as identified via the ordered Contract Line Item Number (CLIN).

g. The six- character disposal CLIN consists of two parts. The term “Base CLIN” refers to the first four characters of the CLIN. The Base CLIN represents the waste description according to the waste profile for a particular wastestream. The term “CLIN Suffix” refers to the last two characters of the CLIN. The CLIN Suffix designates the unit of measure for purposes of tracking and Contractor payment. Example: Base CLIN “CS01” represents Corrosive Acids, Inorganic other than HF and HNO3, <50% in Water, and the CLIN Suffix “C4” designates the unit of issue as a 55-Gallon Container. Accordingly, one (1) 55-gallon drum of this waste would be represented by ordering one (1) Each of CLIN CS01C4. General information of Profile Based CLINs may be found at: http://www.dla.mil/DispositionServices/Offers/Disposal/HazardousWaste/HazWasteDisposal.aspx for more details.

h. Some CLINs ordered under this contract require the Contractor to provide Certificates of Destruction or Disposal (CD), e.g., certain Demilitarization items and PCB-related wastes. The Contractor is cautioned to closely read all CLIN descriptions where such requirements are indicated. Unless explicitly required and written into this contract, only those CLINs requiring CDs, as described in the Price Schedule, will require that the Contractor provide a CD.

i. Publications and attachments applicable to this contract will be made available upon request. It should be noted that during the solicitation and life of this contract, the Government may make changes, additions, and/or deletions

CONTINUED ON NEXT PAGE

to those listed.

j. The Contractor is specifically cautioned that all tank cleaning CLIN quoted prices will include provision for necessary personnel, MHE, PPE, confined space entry if applicable, and all equipment used to perform these services. The Contractor should bid accordingly.

k. Generators are responsible for ensuring their containerized wastes sent for disposal via this contract are in Department of Transportation (DOT) shippable packaging.

1.0 REMOVAL PHASES

The requirements for removal of wastes under this contract are divided into three main phases: Pre-Removal (1.1), Removal (1.2), and Post-Removal (1.3). The Contractor and their Subcontractors must perform at all times in a prudent, conscientious, safe, and professional manner. The Contractor shall ensure that its agents, employees, and Subcontractors involved in handling and packaging the hazardous waste be trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures, and spills. Material Handling equipment and Personal Protective Equipment (PPE) shall be provided by the Contractor, unless otherwise stated, and must be appropriate to ensure safe handling of the hazardous waste. While operating on a Department of Defense (DOD) facility, the Contractor may be required to use forklifts. Contractor-operated forklifts must meet specifications listed in the applicable permit. The Contractor agrees that all personnel and equipment used in the performance of this contract are subject to safety inspections by Government personnel while on federal property.

1.1 PRE-REMOVAL

1.1.1 CLIN SELECTION CRITERIA
CLINs are assigned to waste streams by the Government, and are designed around EPA RCRA regulations, treatment, and technology standards. Department of Transportation (DOT) regulations, including Proper Shipping Name (PSN) and Hazard Class are not a basis for CLIN selection. The waste description, generation process, physical state, and EPA Waste Code(s) are the primary considerations for CLIN selection. CLIN selection begins with the identification of a Base CLIN category and sequence number. It is selected, if available, from the Price Schedule, and is completed with the assignment of a CLIN suffix.

a. Base CLIN categories and their associated prefixes used in waste disposal CLINs under this contract are as follows:
(1) Batteries (BA) – Used for all battery types, some or all of which may be turned in as Universal Waste (UW) where no EPA waste codes are assigned, or as Hazardous Waste (HW), where applicable EPA waste codes are assigned.
(2) Corrosives (CS) – Used for all corrosive wastes meeting the EPA definition of corrosive and carrying the EPA waste code D002, unless it is a Lab Pack/Loose Pack, or unless the waste is concurrently assigned a D001 (ignitable) or D003 (reactive) waste code. Some corrosive acid oxidizers may carry the D001 waste code and be assigned a CS CLIN.
(3) Compressed Gas Cylinders/Cartridges (CY) – Used for all types of compressed gas cylinders, vessels, canisters and cartridges. Base CLINs are assigned based on the specific chemical name of the gas or gases comprising the contents of the cylinder, vessel or canister. Cartridges are assigned Base CLINs based on whether the gas is flammable or inert.
(4) Flammable/Combustible/Ignitable (FL) – Used for all ignitable and other than reactive or corrosive oxidizers carrying the D001 waste code, unless it is a Lab Pack or Loose Pack containing other than paint-related materials, or unless the waste is concurrently assigned a D003 (reactive) waste code. FL CLINs may also be assigned to waste streams not carrying the D001 waste code, but containing flammable/combustible/ignitable constituents such as organic solvents or chemicals.
(5) Lab Packs/Loose Packs (LP) – Used for most overpacked small containers of chemicals and consumer commodity-type products. “Lab Pack” refers predominantly to the overpacking of multiple containers of like laboratory chemicals into a single outer container. The chemicals must be of the same DOT hazard class and a detailed inventory must be affixed to the outer container. Lab packing is a packaging method performed by the Contractor (or Subcontractor) under a separate service CLIN. “Loose Pack” refers predominantly to the overpacking of multiple containers of like consumer commodity products (e.g., paints, lubricants, expired products, etc.) into a single outer container and does not require the preparation of a detailed inventory. Generators of this waste may be authorized to loose-pack containers for turn-in. Lab-packed and loose-packed drums and boxes containing smaller containers of same type wastes provide the best alternative when consolidation is impractical. For purposes of disposal, Lab Packs and Loose Packs share the same Base CLIN depending upon the contents of the inner containers and their assigned EPA waste code(s) when applicable.
(6) Non-RCRA, Non-State and State-Regulated (NR) – Used for wastes that are not deemed hazardous under the United States Environmental Protection Agency (USEPA) Resource Conservation and Recovery Act (RCRA) regulations and carry no USEPA waste code(s). Some such wastes may be State regulated and may carry state-specific waste code(s). The Contractor is required to comply with state regulations, as applicable, in the management of such non-RCRA hazardous wastes.
(7) PCB-Related (PC) – Used for all wastes containing or contaminated by a source of polychlorinated biphenyls (PCBs) that is equal to or greater than 50 parts per million (ppm) and regulated under the Toxic Substances Control Act (TSCA). Some Generators of PCB-related wastes may choose to utilize “PC” Base CLINs, even when PCB concentrations fall below regulatory thresholds. Additionally, some states regulate PCB-related wastes to a concentration threshold that is lower than 50 ppm. The Contractor is required to comply with state regulations, as applicable, in the management of such PCB-related wastes.
(8) Recycle/Recovery (RE) – Used for various wastes that require by contract and/or regulation the recycling/recovery of constituents and/or components contained in the wastestream, including some universal wastes, lamps, high mercury devices and residues, antifreeze, used oil, used oil and fully drained fuel filters. When “RE” CLINs are ordered, the Contractor is required to recycle/recover the waste under which the CLIN was ordered.
(9) Reactive (RX) – Used for various reactive wastes bearing the D003 Waste Code or potentially bearing reactive characteristics. All wastes bearing the D003 Waste Code will be turned in for disposal using an “RX” Base CLIN, with the exception of waste also contaminated by a source of PCBs that is equal to or greater than 50 ppm.
(10) Toxic (TX) – Used for various toxic wastes that are not also ignitable, corrosive, and/or reactive waste bearing the D001, D002, and/or D003 Waste Codes, respectively, with the exception of hexavalent chromium (Cr+6) related waste bearing the D001 Waste Code exclusively due to the oxidizing properties of Cr+6.

CONTINUED ON NEXT PAGE

b. Base CLIN selection criteria is further based upon information found in the waste profile sheet to include the waste description, physical state of the waste, and the presence of EPA Waste Code(s) assigned (only to regulated HW). Every Base CLIN offered to Generators for use in the Price Schedule has corresponding permissible EPA Waste Code (s), unless the CLIN is for Non-RCRA regulated waste. Permissible EPA Waste Codes for purposes of this contract are those Waste Code(s) identified in the Master Base CLIN Catalog and/or Price Schedule of this contract in the column so titled. Permissible EPA Waste Codes does not imply that any or all of those waste codes so listed will apply, but that no other Waste Code(s) are allowed to be carried for the waste under the assigned CLIN. Furthermore, the term "Listed" for purposes of this contract does not imply that all EPA Listed Waste Codes may apply. Uncommon EPA Listed Waste Codes may be handled on a case-by-case basis, with consideration given to those Waste Codes that are permitted and accepted by the Contractor's TSDF of choice. The Government will ensure that all wastes being turned in for removal will carry only EPA Waste Code(s), if any, which are listed as permissible under this contract. The Government is responsible for assigning proper profile-based CLINs to every waste stream being turned-in for removal. For additional information, see Master Base CLIN Catalog link at http://www.dla.mil/DispositionServices/Offers/Disposal/HazardousWaste/HazWasteDisposal.aspx.

A Base CLIN is generally authorized for use by the Government when the subject waste meets the waste description, physical state, and permissible EPA Waste Codes, as specified for that CLIN in the contract. Base CLINs will be selected using the following Waste Codes and other descriptions as the order of precedence:
(1) PCB-Related, Containing or Contaminated by a Source >50 ppm
(2) Reactive (D003)
(3) Ignitable/Oxidizer (D001), other than Cr+6 related waste bearing the D001 Waste Code exclusively due to the oxidizing properties of Cr+6.
(4) Corrosive (D002)
(5) Toxic (D004-D043)
(6) Acutely Hazardous (P-Listed)
(7) Leachate (F039)
(8) Electroplating-Related (F006-F012, F019)
(9) Spent Solvent (F001-F005)
(10) Other F-Listed
(11) U-Listed
(12) K-Listed
(13) State-Regulated Waste, Non-RCRA
(14) Non-RCRA, Non-State Regulated Waste

c. Base CLIN sequence number – Refer to the Master Base CLIN Catalog.

d. CLIN Suffix – Refer to Section 1.2.8 for use of CLIN Suffixes.

e. Recycle/Recovery Base CLINs beginning with "RE" are designated for mandatory recycling/recovery by the Government. If the Contractor asserts that a waste designated for recycling cannot be recycled because it does not meet the required recycling parameters:
(1) The Contractor must notify the KO in writing at least five (5) business days before pickup, of the rationale and proof for waste rejection. This must include written input from at least two recycling facilities listed on the Qualified Facilities List (QFL), at least one of which is not owned by the Contractor.
NOTE: Unless prohibited by State regulations, fuels blending will meet the recycling/recovery requirements for certain wastes, including solvents, paints, antifreeze, and used oil.
(2) The KO will notify the Contracting Officer Representative (COR) to resolve requests to change the assigned mandatory recycling CLIN to the appropriate disposal CLIN. The final decision to change a mandatory recycling CLIN to the applicable disposal CLIN is solely that of the Government. If the Government agrees with the CLIN change, the applicable disposal CLIN will be assigned.

1.1.1.1 CLIN DISPUTES

a. CLIN discrepancies noted on a TO during a pre-removal inspection and/or during removal by the Contractor will be addressed immediately via the COR and the Generator. If the COR and the Generator concur with the CLIN change request, a TO Modification will be issued. The COR may require pre-inspections to prevent modifications.

b. The Government may unilaterally issue TO modifications for such reasons as quantity changes, noun description changes, CLIN changes, adding/deleting TO lines, extending TO end dates, etc. The Contractor will be paid for the actual items and quantities removed per the awarded contract price schedule. If upon receipt of a unilateral TO modification, the Contractor does not agree with the change or changes, the Contractor reserves the right to seek resolution with the KO. These modifications are only against TOs. No changes are made to the terms and conditions of the contract.

c. If the Contractor asserts after removal that an inappropriate CLIN has been assigned, the burden of proof lies with the Contractor. The Contractor must provide documentation electronically to the KO and the COR within 14 days from the TSDF receipt date supporting the assertion through independently acquired laboratory analysis at the Contractor's expense, TSDF fingerprinting results, Safety Data Sheet, and/or other written supporting documentation such as a TSDF "off-spec" notification. Requests for a CLIN change without supporting documents will not be accepted. After review of the documentation, the Contractor will be notified by the KO of the Government's final determination.

d. If the Contractor asserts that an inappropriate CLIN has been assigned, that no existing contract CLIN is appropriate, and a new CLIN needs to be added to the contract, the burden of proof lies with the Contractor. The Contractor must provide documentation electronically to the KO and the COR within 14 days from the TSDF receipt date supporting the assertion through independently acquired laboratory analysis at the Contractor's expense, TSDF fingerprinting results, Safety Data Sheet, and/or other written supporting documentation such as a TSDF "off-spec" notification. Requests for a CLIN change without supporting documents will not be accepted. After review of the documentation, the Contractor will be notified by the KO of the Government's final determination.

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e. The Contractor must ensure that the waste in question is not treated or disposed of until the Government has made a final CLIN determination. If the subject waste has been treated and/or disposed of prior to the Government's final determination, the Contractor will be deemed to have waived its objection to the CLIN assignment.

1.1.2 PERMIT/SPECIAL REQUIREMENTS

a. Without additional expense to the Government, The Contractor shall be responsible for paying all fees, preparing or obtaining any necessary licenses, permits, notifications, waste profiles, or reports, which result from a Contractor's transportation, recycling, or disposal decision. This includes any fees associated with requirements of the Environmental Protection agency (EPA) national electronic manifest system. This includes acquiring any required permits or registrations necessary to operate on any installation listed in this contract and completing the Notification of Regulated Waste Activity form for the Generator(s) of hazardous waste to sign and file with the applicable state regulators for waste disposal. This includes signing (on behalf of the Government) waste profiles requested by Treatment, Storage, and Disposal Facilities (TSDF). All Contractor-signed waste profile sheets shall be written for the actual wastestream using the Generator's profile for backup documentation. All Generator forms or other means of notifications including correspondence with federal or state agencies on behalf of a Generator must be coordinated with and concurred with by the affected Generator prior to submission to any federal or state agency. A copy of all forms and relevant documentation, including correspondence shall be provided to the COR.

b. The Contractor may be required to attend special training, seminars, instructions, classes, safety orientations, etc., provided by the Government or to provide information to perform work or gain access to the installation. Example: pass and ID requirements, antiterrorist training, Environmental Management System (EMS) policies, and/or forklift training.

c. The Contractor and any Sub-contractor(s) shall use only the facilities and transporters currently (at the time) listed in the DLA Disposition Services Qualified Facilities List (QFL) and Qualified Transporters List (QTL), see Section 5.

d. Any import or export shipment outside the United States must comply with all international agreements and all applicable foreign laws. If the Contractor will be exporting directly from the DOD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the Contracting Officer Representative (COR) with the shipping documentation IAW Section 1.1.2.

e. The Contractor may not ship waste outside of the United States to circumvent Environmental Protection Agency (EPA) Land Disposal Restrictions (LDR) unless domestic treatment capability does not exist or domestic facilities are unable to meet EPA LDR requirements within the United States (e.g., Lithium batteries). High level mercury (>260 mg/kg) will not be exported outside the United States.

1.1.2.1 REPORTING REQUIREMENTS

a. If the Contractor uses a TSDF, which requires the generator(s) of hazardous waste to register with an out-of-state hazardous waste management facility prior to utilizing the facility, then the Contractor must adhere to the requirements of Paragraph 1.1.2, and Instructions.

b. The Contractor shall prepare and provide a Summary Manifest Report, including the completed manifest documents, to the generator through the COR for filing with the state regulator offices. This Summary Manifest Report will be provided in sufficient time to allow the generators to file the reports within the time frames allotted by each state. The required time frame will be established and documented when the Notification of Regulated Waste Activities form is submitted to the generator through the COR (see paragraph 1.1.2.).

c. The content of this Summary Manifest Report will be in accordance with the regulations of the state requiring the report.

1.1.3 SHIPPING/DISPOSAL DOCUMENTATION

a. All references to manifests in this contract refer to the appropriate shipping documents. The Contractor shall use only a Non-Hazardous Waste Manifest or a Uniform Hazardous Waste Manifest for shipments of waste under this contract. Bill of Lading (BOL) documents are prohibited for use under this contract. Some states may require the use of state-specific waste codes and/or have unique requirements regarding the use of manifests. The Contractor will comply with all such state requirements in the performance of this contract. Prior to removal from a site identified as a pickup point in this contract, completed copies of all manifests and LDR notifications shall be furnished to the DLADS Field Activity coordinating the waste disposal. All documentation shall be clearly marked with the name of the servicing DLADS Field Activity in addition to the Generator, contract, and TO number, as applicable. Emergency response information and 24-hour emergency phone numbers shall be listed on the manifest. If blocks for emergency information are not provided, this information shall be placed in the upper right-hand corner of each document.

b. Electronic Manifest System (e-Manifest system): Generators may continue to use paper manifests during their transition to fully electronic manifests in the e-Manifest system and the phase out of paper manifests. If presented with a paper manifest, the Contractor will provide the generator a paper copy signed by the initial transporter. The Contractor shall provide the COR and the Generator with a copy of the completed form(s) for review by the appropriate Government official at least five (5) business days prior to removal. Notifications for expedited orders shall be performed IAW timeframes as listed in Section 1.2.11.

c. Mock EPA ID numbers created by DLA Disposition Services for use at non-RCRA TSDFs must be entered on all applicable shipping documentation such as non-hazardous waste manifests and bills of lading (BOL). The same mock EPA ID number must be used on DLA Disposition Services Form 2505, Manifest Tracking Log.

d. The "Universal Waste" Rule, 40 CFR, Part 273, does not require the use of a hazardous waste manifest to ship universal waste within, to, or through a state that has adopted the Universal Waste Rule. Whenever Universal Waste

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(UW) is transported from, to, or through a state that has not adopted the rule, a hazardous waste manifest will be used. The Contractor will specify on the manifest in the "Special Handling Instructions and Additional Information" block when universal waste is being transported (e.g., "Universal Waste Shipment"). Shipments of universal waste must comply with the requirements specified in 40 CFR 273.18 and 273.38. UW includes but is not limited to batteries, pesticides, mercury containing equipment, and lamps as defined in 40 CFR 260.10. It may also include state-regulated UW such as antifreeze, paint and paint-related wastes (PPRW), cathode ray tubes (CRTs), electronics, and aerosol cans. The regulations allow the Generator to make the determination about whether to handle these and other specific wastes as UW or as HW per 40 CFR. The Contractor will be advised on the TO if these wastes are to be handled as "Universal Waste".
NOTE: While Generators have the option to manage some waste streams as UW, Generators under this contract may be required to order disposal/recycling CLINs that allow the waste to be properly managed based on the waste characteristics if it were otherwise managed as a HW. Example: Universal waste aerosol cans that would otherwise carry corrosive (D002) or reactive (D003) waste codes, will be ordered under CLINs CS15C7 and RX01C7, respectively, and NOT CLIN FL01C7, even if managed and turned in as UW under state and/or federal regulations. This is because corrosive and reactive wastes cannot typically be processed using fuels blending technologies for energy recovery as hazardous waste derived fuels. Other scenarios may apply.

1.1.4 NOTIFICATIONS

a. Except as may otherwise be specified herein, the Contractor shall notify the COR for each location, at least five (5) business days BEFORE attempting site visits, analyses, or pickups.
(1) In addition to the notification above for pickups, the Contractor shall provide the name of the driver, the driver's Commercial Driver License (CDL) number and its expiration date, to the COR or other Government representative at least 24 hours prior to removal. The Contractor may also opt to provide a list of approved, multiple drivers designated for pickups under this specific contract to the COR or other Government representative prior to any attempted removals. If this option is elected and the list is approved by the Government and maintained by the Contractor, the 24-hour notification requirement is mute for the remainder of the contract unless otherwise modified.
(2) If a driver, other than the one specified 24 hours in advance for the specific TO; or, one whose name does not appear on the optional list of approved, multiple drivers arrive for pickup, the COR or other designated Government representative will verify the personnel switch with the Contractor before the pickup commences. This may require a written notice or fax from the Contractor.

b. For TOs containing expedited removals or performance CLINs, the Contractor shall notify the COR or other Government representative for each location in the following timeframes BEFORE attempting site visits for any reason:
CLINs, Description, Notification Required
6335 & 6345, 1-Day Expedite, 4 Hours Prior to Performance
6334 & 6344, 3-Day Expedite, 1 Day Prior to Performance
6333 & 6343, 5-Day Expedite, 2 Day Prior to Performance
6332 & 6342, 7-Day Expedite, 4 Day Prior to Performance
6331 & 6341, 10-Day Expedite, 5 Day Prior to Performance

NOTE: If the Contractor elects to provide the list of approved, multiple drivers designated for use under this contract, this expedited notification is not required. All other terms and conditions stated in the Contract will apply to any of the aforementioned Expedited Removals, Services, or Performance CLINs.
NOTE: Rapid Gate and/or Defense Biometric Identification System (DBIDS) may be mandatory for access to some DOD facilities. See 1.1.8 for further information. Where DBIDS is deployed, the 24-hour advance notification in Paragraph 1.1.4 is not required. At some Military Installations the Contractor and/or Subcontractors may be required to be escorted to and from the place of duty. This requirement is for both safety and physical security purposes. Contractors, their employees, agents, or any Subcontractors are required to remain at the designated work area until released or escorted by the COR or other Government representative.

1.1.5 TRAILER SECURITY, PADLOCKS

a. All Contractor trailers and tankers capable of being padlocked must be padlocked upon arrival at the pickup location. Failure to meet this requirement could result in the Government's halting of the pickup. All trailers and tankers capable of being padlocked must also be padlocked again prior to departure of the pickup location(s). The driver shall provide the padlock and lock the trailer or tanker without assistance from the COR or other Government representative.

b. The COR or other Government representative has the right to request any identification and/or occupational endorsements from the driver beyond what is identified in additional specific sections in this contract and refuse commencement and/or completion of pickups if any unusual or suspicious actions occur. Any potential demurrage associated with the driver verification process and/or the unexpected halt or commencement of pickups will not be grounds for reimbursement by the Government.

1.1.6 HOURS OF OPERATION

a. The service to be performed under this contract shall be performed during normal Government working days, as applicable for the site(s) on the TO, with specific office hours available from the COR on the TO, except for Federal holidays. Work that cannot be completed by close-of-business for the TO site(s) shall be discontinued and resumed the next business day, unless approved by the KO. Services will not be scheduled to be performed on a regular Federal holiday (see below), or one designated by Presidential proclamation.
New Year's Day - 1 January*
Martin Luther King's Birthday - 3rd Monday in January
Presidents Day - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - 4 July*
Labor Day - 1st Monday in September
Columbus Day - 2nd Monday in October

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Veterans Day - 11 November*
Thanksgiving Day - 4th Thursday in November
Christmas Day - 25 December*
*The holiday is observed on the preceding Friday or the following Monday when the holiday occurs on Saturday or Sunday, respectively.

b. Installation specific normal hours of operations for this contract are available upon request from the COR. This contract is for various military and Government activities of which may have different work schedules. Excluding weekends and observed Federal holidays, the Contractor agrees that, for those portions of the services provided on a Government installation, the services will be provided during the normal hours of operations for the installation.

1.1.7 PUBLIC AFFAIRS COORDINATION

The Contractor shall refer all inquiries concerning this contract to the Contracting Officer (CO). Under no circumstances shall any statement be released to the news media directly by the Contractor or any agents of the Contractor.

1.1.8 DBIDS INSTALLATION ACCESS

a. The Defense Biometric Identification System (DBIDS) increases installation security and communications by receiving frequent database updates on changes to personnel/credential status, law enforcement warrants, lost/stolen cards, and force protection conditions. The system provides a continuous vetting anytime the DBIDS card is scanned at an installation entry point.

b. Navy and Marine Corps installations now require that all Contractors and their representatives be enrolled in the DBIDS to gain access to these installations. DBIDS replaces the former Rapid Gate access system and also requires a security background check for all Contractors and their representatives.

c. For DBIDS enrollment information, go to https://www.cnic.navy.mil/om/dbids.html.

1.1.9 ENVIRONMENTAL MANAGEMENT SYSTEM

DLA Disposition Services implemented EMS in accordance with ISO 14001:2004(E), DOD and DLA requirements at all DLA Disposition Services appropriate facilities. An EMS is an overall management system that includes organizational structure, planning activities, responsibilities, practices, procedures, processes and resources for developing, implementing, achieving, reviewing and maintaining the environmental policy of an organization. The DLA Disposition Services EMS is designed to ensure that all personnel, including contract personnel, whose work activities can cause real or potential significant environmental impact, are aware of how their work supports the EMS and are competent to perform their roles, responsibilities and authorities while supporting the DLA Disposition Services mission. The DLA Disposition Services EMS program is explained in agency Environmental Management System (EMS) Core Instruction. Site supplements may detail information required by EMS at a local level such as local, state and host environmental regulations as well as local emergency procedures and operating procedures unique to the location. Site supplements also contain information concerning the local interaction between the DLA Disposition Services tenant appropriate facility and the DOD/DLA host facility EMS program. Contractors and their personnel are required to be aware that each DLA Disposition Services appropriate facility has an EMS and to be aware of EMS policies to perform work and/or gain access to an installation. Each DLA Disposition Services appropriate facility maintains EMS awareness posters that identify the DLA Disposition Services Environmental Management Representative (EMR) and Host facility EMR for specific guidance concerning an individual facilities' EMS program. Contractors may request current copies of EMS information identified in this paragraph by contacting the local Contracting Officer's Representative (COR).

1.1.10 CONTRACTOR PERSONNEL

All Contractor personnel performing work under this PWS shall be qualified via training and experience, commensurate with the duties being fulfilled, to the minimum requirements under relevant 29CFR-OSHA, 40CFR-EPA, 49CFR-DOT, EM 385 standards, and updates thereto. The Contractor shall be responsible for all initial and refresher training required by contract personnel and it shall be completed in the appropriate timeframes. Upon request by the Government, the Contractor shall provide proof that these trainings were completed.

1.2 REMOVAL

1.2.1 SPILL RESPONSIBILITY

a. The Contractor is solely responsible for cleanup and proper disposal of any and all spills or leaks during the performance of this contract that occur as a result of, or are attributed to, the actions of its agents, employees, or Subcontractors to the satisfaction of the Government and at no cost to the Government.

b. The Contractor shall report all such spills or leaks, regardless of their quantity, to the COR (if not already present)
and the CO immediately upon discovery. The Contractor shall adhere to all Host or Installation spill reporting and clean-up requirements. A written follow-up report shall be submitted to the CO not later than 24 hours after the initial telephonic report. The written report shall be in narrative form and as a minimum include the following:
(1) Description of material spilled (including identity, quantity, manifest number, etc.).
(2) Whether quantity spilled is EPA/state reportable, and if so, whether it was reported.
(3) Exact time and location of spill, including a description of the area involved.
(4) Containment procedures initiated.
(5) Summary of any communications Contractor has with anyone other than the CO.
(6) Description of clean-up procedures employed or to be employed at the site including disposal location of spill residue.

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1.2.2 SEGREGATION OF HAZARDOUS WASTE

All items collected on this contract must be segregated according to the current EPA Hazardous Waste Compatibility Chart, and kept physically separate from any containers not associated with this contract until the initial TSDF is reached. The items must be so marked, that they are readily linked to this contract throughout this period. The Contractor may bring other waste onsite while conducting Milk Runs, or picking up waste at multiple locations, as long as the waste is listed on the current DO being picked up.

1.2.3 STATEMENT ON CONTAINERS

The Generator is responsible for ensuring their containers are DOT shippable, i.e., IAW current DOT regulations and standard TSDF acceptance. The Contractor is responsible for all repackaging costs associated with special container acceptance criteria at the TSDF.

1.2.4 GOVERNMENT EQUIPMENT & PERSONNEL

The Government shall not furnish any equipment or personnel to assist in the performance of this contract, except that, upon request by the Contractor, the USG may agree to assist the contractor with tasks though provision of: 1) Government-owned loading equipment (Section 1.2.6); 2) Government-owned scales (Section 1.2.7), and; 3) where applicable, management services.

1.2.5 TREATMENT OF HAZARDOUS WASTE ON GOVERNMENT FACILITIES

a. Treatment of hazardous waste (including solidification) on Government facilities is not permitted. Treatment is defined as any process which meets the definition of treatment as identified in 40 CFR 260.10 and/or the facility Permit.

b. The Contractor shall not drain and/or flush PCB items at Government facilities. Draining will be allowed only to prevent leaking and to meet DOT regulations.

c. Treatment, disposal, or release of gases, other than inert gases, to the atmosphere on Government premises is not permitted by this contract. The Contractor may perform gas extraction for other than inert gas cylinders at the pickup location using a self-contained apparatus. This apparatus shall emit no gas into the atmosphere, and purge the entire cylinder contents into a closed receiver for transport to a recycling or disposal site.

1.2.6 LOADING

a. The Contractor is responsible for loading, including furnishing all the equipment necessary for loading. The Government will not block, chock, brace, lash, band, or in any other manner, secure the cargo on such conveyance(s) furnished by the Contractor.

b. The Government may accept a request for assistance by the Contractor/Subcontractor with loading during normal hours of operation if the appropriate GOV personnel and/or equipment are available for use and the assistance is otherwise appropriate. An offer of assistance, if accepted by the USG, will be limited to initial placement or “tailgate” of the item(s) on conveyance furnished by the Contractor. The initial placement will be as determined by the Government, after consultation with the Contractor, if necessary. Only USG employees and other authorized USG equipment operators shall operate equipment used pursuant to this paragraph. By requesting loading assistance of conveyance furnished by the Contractor, the Contractor agrees to indemnify and hold harmless the USG for any damage, incidental or otherwise, to the conveyance by the USG.

c. It is the Government's responsibility to ensure that the waste being removed is readily accessible for loading by the Contractor at the time of removal. Accessible is defined in this Section as unobstructed and not requiring the movement of other containers or objects that are not scheduled for removal on the subject TO in order to gain access to the waste that is scheduled for removal.

d. The Government may tailgate load from any location in or around pickup points listed for this contract.

1.2.7 WEIGHING OF ITEMS

a. Government scales will be used when available, operable, and authorized by the Government. The Contractor shall be responsible for determining the availability of Government scales. All scales used for purposes of this contract shall be calibrated IAW applicable regulations. The Government shall ensure that Government scales are operable and accurate through certification or demonstration. The Contractor shall ensure that non-Government scales are operable and accurate through certification or demonstration. At the Government's option, the use of Government scales will be allowed at the following sites:

VTANG, S. Burlington, VT - Drum Scales
107 Air Refueling Wing, Niagara Falls, NY - Manual 1,200 lb. Scales
Camp Keys, Augusta, ME - 100,000 lb. Portable and 10,000 lb. Platform Scales
FMS #1, Portland, ME - 500 lb. Drum Scales
FMS #3, Portland, ME - 1000 lb. Platform Scales
FMS #5, Portland, ME - 500 lb. Drum Scales
UTES #1, Auburn, ME - 1000 lb. Platform Scales
AASF, Bangor, ME - 500 Beam Scales
NH Air National Guard, Pease ANGB, NH - 1,000 lb. Drum Scales
914th Airlift Wing, Niagara Falls, NY - 900 Drum Scales

b. Before loading, the Contractor is required to weigh the waste hauling vehicle, trailer, and/or rolloff/vacuum box, as applicable, to establish the empty (tare) weight of the rolloff box, dump truck, tanker truck, etc. This weight

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will be documented on a certified weight ticket and provided to the COR. After loading, the Contractor is required to weigh the waste hauling vehicle, trailer, and/or rolloff/vacuum box, as applicable, to establish the loaded (gross) weight of the conveyance. This weight will be documented on a certified weight ticket and provided to the COR. The actual (net) weight of the waste shall then be calculated by subtracting the tare weight from the gross weight. When onsite Government scales are available, weights must be agreed upon by both the Contractor and the Government before removal. When offsite commercial scales must be used, a certified weight ticket will be provided to the COR and shall be the basis for payment to the Contractor.

1.2.7.1 TASK ORDER ADJUSTMENTS

All task order weights are estimated amounts. The contractor can expect that the task order weights will be required to be adjusted upward or downward as removals take place and the actual pounds being removed are measured. Therefore, the Government has the unilateral right to increase the task order weight in those instances where the Government has underestimated the amount of weight that is required to be removed so the contractor can continue performance. The Government has the unilateral right to decrease the task order weight in those instances where the Government has overestimated the amount of weight that is required to be removed. In instances of decreasing weight, these decreases are not subject to FAR 52.212-4, termination for convenience coverage. In addition, it is agreed that it is acceptable for the Government to issue task order modification (i.e. quantity changes, noun descriptions, HIN changes, adding/ deleting lines, extending task order end dates, etc.) unilaterally. The contractor will be paid for the actual items and quantities removed per the awarded contract price schedule. If upon receipt of a unilateral task order modification, the contractor does not agree with the change or changes, the contractor reserves the right to seek resolution with the Contracting Officer. These modifications are only against task orders. No changes are made to the terms and conditions of the contract.

1.2.8 DEFINITIONS, BULK & CONTAINERIZED WASTE

1.2.8.1 BULK WASTE

a. The term bulk waste refers to waste that is typically removed via rolloff boxes, vacuum or sludge boxes, dump trucks, tank trucks, vacuum trucks, pump trucks, and trucks with vacuum-loaded or pump-loaded tanker trailers. Pumpable liquid wastes that are removed via totes, also known as portable tanks and Intermediate Bulk Containers (IBC), are considered bulk waste and have a surcharge associated with them (see Tote surcharge CLIN 6386TS). Bulk waste does not refer to containerized wastes including waste contained in drums, cubic yard boxes, military tri-wall boxes, cubic yard bags or “super sacks”, lamp boxes, cylinders, or palletized waste.

b. The term Heavy Solids used in this document and the Price Schedule refers to heavy debris (as defined in 40 CFR 268.2(g)) and bulk waste solids/sludges with a density greater than 600 Lbs/yd3 shall be ordered using the bulk CLIN Suffix (B1, B2, B3, or B4). The CLIN Suffix is assigned based on the net weight of each heavy bulk load. If a bulk load with a net weight of less than 10,000 Lbs is ordered, the bulk CLIN Suffix “B1” will be used. Loads weighing 10,000 to 20,000 Lbs will be assigned the bulk CLIN Suffix “B2”. Loads weighing 20,000 to 30,000 Lbs will be assigned the bulk CLIN Suffix “B3”. Loads weighing more than 30,000 Lbs will be assigned the bulk CLIN Suffix “B4”. Weights shall be determined using certified Government scales when available, or certified commercial scales when Government scales are not available. Prior to removal, and when possible, the net weight of the waste shall be determined and agreed upon by both the Government representative and the Contractor.

c. The term Debris used in this document and the Price Schedule refers to (a) solid artifacts, fragments, or rubbles which are present, but not primarily present, and are intermingled or suspended in an otherwise fully solid, liquid, or sludge waste stream as described above, or (b) a waste stream which meets the definition of debris in 40 CFR 268.2 (g). Note: Definition (a) in this section would meet the “Mixed” or “Various” Physical State designation indicated in the Price Schedule for this contract, as CLINs with a “Mixed” or “Various” physical state refers to solids, liquids, sludges, debris, or any combination thereof. Definition (d) in this section meets the “Debris” Physical State designation indicated in the Price Schedule for this contract.

d. The term Lightweight Solids used in this document and the Price Schedule refers to light debris (as defined in 40 CFR 268.2(g)), and bulk waste solids with a density of less than or equal to 600 Lbs/Yd3. These waste streams are considered lightweight and shall be ordered using the Cubic Yard CLIN Suffix “B6”. Cubic yards (yd3) are calculated by visual estimation. For example, if a 20-yd3 rolloff box appears 90% full, the removal will be estimated and ordered at 18 CD. Note, any CLIN with a “B6” suffix will be ordered using “CD” to denote cubic yards. When ordering a B6 CLIN suffix, the Government will order disposal of the waste based on a minimum of 75% of the volumetric capacity of the associated rolloff. For example, if a 20 cubic yard rolloff contains 12 cubic yards of debris (B6), the Generator shall pay for disposal of 15 cubic yards, or 75% of the rolloffs volume. Prior to removal, the volume shall be determined and agreed upon by both the Government representative and the Contractor.

e. Base CLIN TX06 is uniquely designed around the treatment technology of Microencapsulation of hazardous debris. Base CLIN TX07 is uniquely designed around the treatment technology of Macroencapsulation. When ordering Base CLIN TX06 in conjunction with Bulk CLIN Suffixes B1, B2, B3, B4, or B6, the Generator will ensure that the waste stream does not contain pipes, hoses, tubes, equipment, or rigid objects greater than 10 feet in any dimension, where toxic metal surfaces cannot be easily coated with a microencapsulation coating material. In such cases where these types of articles are present in bulk loads, Base CLIN TX07 should be considered (maximum size is 18’L x 4.5’W x 4.5’H). Furthermore, intact containers (Per 40 CFR 268.2(g)) do not meet the definition of debris and shall not be turned in under Base CLINs TX06 or TX07. Intact containers are those containers “that are not ruptured and that retain at least 75% of their original volume”. When intact containers are present, the Generator should consider using “Lab Pack/Loose Pack” CLINs.

f. The term Solid(s) used in this document and the Price Schedule refers to solid material which is largely free of free liquids, e.g., soil, silt, sand, gravel, filter cake, powder, granules, crystals, fines, and artifacts that do not meet the definition of debris as defined in 40 CFR 268.2(g)).

g. The term Liquid(s) used in this document and the Price Schedule refers to liquid material which is pumpable by

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conventional pumping devices designed to pump low-viscosity liquids and largely free of suspended or settled (vs. dissolved) solids. A liquid that has become frozen due to ambient freezing temperatures, but would otherwise be of liquid state at 72°F, will still meet the definition of liquid for purposes of this contract.

h. The term Sludge(s) used in this document and the Price Schedule refers to material that is either (a) a multiphasic material with some combination of a liquid phase and a solid phase as defined above, (b) a slurry or mud-like material, such as liquid-saturated soil or tank bottoms, whereby solids are largely or completely suspended in liquid and typically flows under gravity, and may or may not be conveyable by high capacity pumping or vacuuming devices designed to move heavy material, or (c) a highly viscous liquid not pumpable by conventional pumping devices designed to pump low-viscosity liquids.

i. Bulk waste liquids will be pumpable by conventional pumps typically used on tank trucks and trailers, even if loaded by vacuum truck or trailer, and shall be ordered using the CLIN Suffix B5, indicating gallons (GL). When removed via tanker or vacuum truck, a 1,500-gallon (GL) minimum charge for bulk liquids will apply and be ordered, as appropriate.

j. Gallons are measured by metering or tank strapping, or can be calculated using the density of the waste. Volumes are rounded to the nearest whole gallon using conventional (non-scientific) rounding rules. This rule requires that if the digit to the right of the decimal place is 0, 1, 2, 3, or 4, leave the whole number alone; if the digit to the right of the decimal place is 5, 6, 7, 8, or 9, add 1 to the whole number.
*Example: A tanker load of water (density = 8.33 Lbs/Gal) weighing 36,290 Lbs would be calculated as 36,290 Lbs/8.33 Lbs/gal = 4,356.54 gallons. This will be rounded up to 4,357 gallons. The density of the waste will be obtained from the waste profile sheet.

k. Tank strapping may be used to calculate the volume of liquid in a tank or tanker given a strapping rod depth measurement. The graduated rod is inserted vertically through the top surface of the liquid to the bottom of the tank and a measurement is taken to determine the depth of the liquid. The depth, usually measured in inches, is compared to a table, or spreadsheet, which shows the conversion to gallons. Only tables specifically calibrated to the tank or tanker being strapped may be used. These measurements will be made by the Contractor and verified and agreed upon by the Government representative. If this method is used, tanks and tankers must be on a level surface or measured at the center of the tank.

l. The Generator reserves the right to choose which method will be used to determine total gallons of waste offered. The net volume (gallons) of the waste shall be determined and agreed upon by both the Government and the Contractor prior to removal, when possible.

m. Liquids in totes, also known as portable tanks and Intermediate Bulk Containers (IBC), come in various sizes. For purposes of this contract, liquid wastes that are removed in totes, also known as portable tanks and Intermediate Bulk Containers (IBC), are considered bulk liquid waste. Bulk waste does not refer to wastes contained in drums or pails. Since totes can vary in size (usually in increments of 55 gallons, i.e., 220-, 275-, and 330-gallons), the Government will order quantities to be removed in gallons (GL) based on the manufacturer's designated volumetric capacity (size) of the tote, and not on the actual volume of waste contained in the tote. For example, a 330-gallon tote containing only 200 gallons of waste will require that the Government order 330 GL of the appropriate CLIN containing a "B5" CLIN Suffix. Two such 330-gallon totes of the same CLIN would require that the Government order 660 GL of that CLIN. Multiple totes of the same CLIN but different sizes can be ordered and manifested on the same line. For example, one (1) 220-gallon tote plus one (1) 330-gallon tote of the same CLIN would require that the Government order 550 GL of that CLIN. One (1) EA of CLIN 6386TS (Tote Surcharge) will also be ordered for each tote turned in for removal, regardless of size. Actual gross weights of all totes will be used for Government recordkeeping and when "Pounds" is used for shipping purposes.
*When totes are pumped/vacuumed onsite for removal via tanker or vacuum truck, only actual gallons removed will apply. However, a 1,500-gallon (GL) minimum charge for bulk liquids will apply and be ordered, as appropriate.

n. When using the suffix "ME" with CLINs RE10, RE11 and RE12, the "ME" refers to up to 55-gal containers pumped/ vacuumed/stung onsite and includes recycling and service. The Generator will guarantee a minimum of 30 containers when ordered. The Contractor may be permitted to, at the discretion of the government be allowed to "top-off" their Vacuum Truck by stinging containers of the same CLIN at no additional cost to the Government. This only applies when servicing a bulk liquid TO of the same base CLIN.

1.2.8.2 CONTAINERIZED WASTE

a. The term containerized waste refers to waste that is typically transported by a box truck or semi-truck and trailer or van, including waste contained in drums, cubic yard boxes, military tri-wall boxes, cubic yard bags or super sacks, lamp boxes, cylinders, or palletized waste.

b. Containers shall be counted, weighed, and documented against the TO by the Contractor prior to removal. Although most containerized CLINs are priced by the container size (CLIN Suffixes C1 through C6), weights must still be documented for other purposes such as manifesting and Generator reporting. The Contractor shall provide portable scales, which may be mounted to the truck or trailer, for weighing of items, and must first demonstrate reasonable weight accuracy to the Government representative. The use of commercial scales is not authorized for containerized items. Only materials being removed by the Contractor will be weighed, including the containers, pallets, and dunnage.

c. Drums larger than 55 gallons (e.g., 95-gal) are to be used only for overpacking smaller drums when the smaller drum (s) are leaking or have the potential to leak. Generators shall be required to pay the Contractor based on the size of the overpack drum and not on the size of the inner, overpacked drum(s).

d. "CYB" (CLIN Suffix "C6") refers to Cubic Yard Boxes, Cubic Yard Bags or Super Sacks, Gaylord Boxes, and Military Tri-Wall Boxes.

e. "Pallet" (CLIN Suffix "C6") refers to a flat wooden, plastic or metal transport structure not more than 48" L x 48"

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W that supports goods in a stable manner while being lifted by a forklift, pallet jack, front loader, or other lifting device. Skids may be used in lieu of pallets when well suited to support the cargo and are accessible to movement via typical material handling equipment. Containers/items placed on a pallet are often secured with dunnage, i.e., banding straps, stretch or shrink wrap for stability in movement. The sum weight of the dunnage, pallet, and palletized waste cargo will collectively comprise the weight of the waste, and shall not exceed a weight of 2,500 pounds and/or a height of 72" unless otherwise authorized by the Contractor.

f. The cost to the Generator for a CYB and Pallet are the same when the CLIN Suffix C6 is used and packaged IAW current DOT shipping requirements. However, this does not imply that both packaging methods are always appropriate for wastes assigned a CLIN Suffix of C6. Safety and DOT shipping regulations should always take precedence.

g. Containers of the same Base CLIN and no larger than 5 gallons in size, may be palletized or placed in a CYB in order to assign the CLIN Suffix C6. Containers larger than 5 gallons in size will not be placed in a CYB for purposes of consolidating them into a single container. Containers of all sizes may be placed on pallets and skids for ease of storage and movement, but containers larger than 5 gallons, other than consumer commodities in their original packaging which may be larger than 5 gallons in size, will have the quantity and CLIN assigned as appropriate to each container on the pallet.

h. Most containerized wastes are assigned a CLIN Suffix of C1, C2, C3, C4, C5, or C6. These CLIN Suffixes correspond to a range of different container sizes and are ordered as each "EA". CLINs for containerized aerosols, batteries, PCBs and some military items are designated with CLIN Suffix C7 and are ordered in pounds "LB". CLINs for cylinders and intact lamps have a CLIN Suffix of ME, M1, M2, or M3 and are also ordered as "EA".

1.2.9 BULK LIQUID PUMPING

a. When a bulk, pumpable liquid (CLIN Suffix "B5") is ordered, the Contractor is require to pump/vacuum waste from tanks, drums, or IBCs. The Contractor is responsible to furnish all equipment and personnel needed to complete this task, including but not limited to, a collection vehicle equipped with pump/vacuum, hoses, fittings, etc. Pumps/ vacuums and hoses shall have a capacity and chemical resistance to safely handle the types of waste to be collected, and remove all pumpable liquids from tanks, drums or IBCs that can be removed without agitation or introduction of other materials. A minimum of 1,500 gallons charge will apply for pumping/vacuum bulk liquid waste from tanks, drums or IBCs on a single task order. These minimum charges are not applicable and are not to be used in conjunction with disposal of tank residue associated with tank cleaning CLINs and/or when the Contractor has elected to pump/vacuum/ sting containers for convenience to the Contractor at no additional cost to the Government.

b. Where removal from more than one tank and/or container is performed using a single vacuum or tanker truck, only compatible wastes of the same Base CLIN may be pumped and commingled into the same vacuum or tanker truck for transport. This service will not be ordered or performed as a means of treatment per 40 CFR 260.10, or when any risk of reaction due to incompatibility exists.

c. Bulk liquid pumping will be allowed only if the Contractor has a spill contingency plan and performs operations in a safe manner. The Government retains the right to stop operations if environmental or safety concerns arise.

d. When bulk liquid pumping is performed, all containers must be emptied IAW 40 CFR 261.7 and 22 CCR 66261.7.

e. The actual weight of the material picked up must be identified on the manifest. Bulk liquid removal may be ordered from any location in or around pickup points, in addition to the following site: Bangor Air National Guard Base - Airfield (170,000 gallon tank size).

1.2.10 BULKING & CONSOLIDATION

a. Bulking shall be defined as the act of stinging, vacuuming, and/or pumping, as permitted by regulation, from an otherwise removable container(s) into a vacuum truck or tanker. This act may be performed at the discretion of the Contractor, at no additional cost to the Generator. Containerized waste may be bulked into a tank truck only at the locations listed below:
FMS #2, Fair Haven, VT
FMS #3, Hyde Park, VT
FMS #4, Westminster, VT
UTES, Jericho, VT
AASF, South Burlington, VT
CSMS, Bldg. 2, Camp Johnson, Colchester, VT
107 Air Refueling Wing, Niagara Falls, NY
Maine Army National Guard (all sites)
Air National Guard, Pease ANGB, NH
94th RRC (all sites)

b. Consolidation is defined as any method that involves pouring, siphoning, pumping, draining, or packaging like wastes (liquids, multiphase, or solids) from one container to another. Wastes may be consolidated only at the locations listed below:
FMS #2, Fair Haven, VT
FMS#3 Hyde Park, VT
FMS #4, Westminster, VT
UTES, Jericho, VT
AASF, South Burlington, VT
CSMS, Bldg. 2, Camp Johnson, Colchester, VT
107 Air Refueling Wing, Niagara Falls, NY
Maine Army National Guard (all sites)
NH Air National Guard, Pease ANGB, NH
NCTAMS LANT DET, Cutler, ME

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NAVSOC DET A, Prospect Harbor, ME
NMCRC, Bronx, NY, Buffalo, NY, Rochester, NY, Albany, NY
NRC, Horseheads, NY, Syracuse, NY, Glen Falls, NY
NRC, Bangor, ME
NRC, White River Junction, VT
Naval Support Units, Saratoga Springs, NY, Scotia NY
914th Airlift Wing, Bldg. B-830, Niagara Falls, NY
US Coast Guard sites ME, NH

c. Bulking and consolidation will be allowed only if the Contractor has a spill contingency plan and performs operations in a safe manner. The Government retains the right to stop operations if environmental or safety concerns arise.

1.2.10.1 AFFF CONCENTRATES AND RINSATES

a. The term AFFF Concentrate(s), for purposes of this contract, refers either to undiluted, pumpable AFFF-related liquid product that is unused, or is greater than 10% AFFF product by volume (less than 90% diluted with water). Concentrates are typically technical grade product as sold by the manufacturer. Base CLIN NR93 will be selected for non-RCRA AFFF concentrates designated for RCRA incineration.

b. The term AFFF Rinsate(s), for purposes of this contract, refers to diluted, pumpable AFFF-related liquids such as rinse water that has been generated as a result of a rinse out process of various tanks and firefighting equipment. The term shall also apply to AFFF-contaminated water, including surface, storm, and groundwater. Rinsates contain at least 90% water, and typically contain <1% technical grade product as sold by the manufacturer. Base CLIN NR94 will be selected for non-RCRA AFFF rinsates designated for RCRA incineration.

c. The term AFFF Solid(s), for purposes of this contract, refers to AFFF-contaminated solids, sludges, and/or debris that has been contaminated with AFFF concentrate or rinsate. Solids may include but are not limited to soil, gravel, PPE, filters, filter media, and pliable bladder tanks. No large rock, masonry, debris or artifacts greater than 10" in any dimension will be turned in under this CLIN. Base CLIN NR91 will be selected for Non-RCRA AFFF solids designated for RCRA incineration.

1.2.11 CHARGES FOR EXPEDITES - CLINs 6331-6335, 6341-6345

a. When expedited removal CLINs are ordered, waste must be removed within the specified calendar day timeframe. The clock for expedited removal begins on the first full business day following issuance of the TO. Expedited removal CLINs may be ordered in conjunction with any disposal CLIN(s) at any pick-up point(s) in the contract. Ordering an expedited removal CLIN will supersede the standard removal timeframe specified in Section 7.0. Minimum TO charges will not apply to a TO containing an expedited removal CLIN. When expedited removal is required, CLINs 6331-6335 will be ordered based upon the timeframe for which the subject waste is to be removed. One (1) each will be ordered for containerized waste up to forty (40) 55-gallon containers or the volumetric equivalent. For bulk removals, one (1) each of CLIN 6331, 6332, 6333, 6334, or 6335 is limited to one (1) TO line not to exceed 40,000 pounds for solids or 5,000 gallons for liquids, and shall not cause the gross conveyance weight of the loaded vehicle to exceed DOT weight limits for normal transport.

b. When expedited performance CLINs are ordered, performance must be completed within the specified calendar day timeframe. The clock for expedited performance begins on the first full business day following issuance of the TO. Expedited performance CLINs may be ordered in conjunction with any service CLIN(s) at any pick-up point(s) on the contract. Ordering an expedited performance CLIN will supersede the standard performance timeframe specified in Section 7.0. Minimum TO charges will not apply to a TO containing an expedited performance CLIN. When expedited performance is required, one each (1 EA) of CLIN 6341, 6342, 6343, 6344, or 6345 will be ordered based upon the timeframe for which the completed performance is required, and will be ordered for no more than five (5) Management Service TO lines. Ordering of an expedited performance CLIN is further limited to one each (1 EA) per pick-up location, including any and all sites located on a single installation.

c. Contractor shall provide the COR with the required paperwork as follows:
CLINs 6335 & 6345, 1-Day Expedite, Before Performance;
CLINs 6334 & 6344, 3-Day Expedite, 1 Day Prior to Performance;
CLINs 6333 & 6343, 5-Day Expedite, 2 Days Prior to Performance;
CLINs 6332 & 6342, 7-Day Expedite, 4 Days Prior to Performance;
CLINs 6331 & 6341, 10-Day Expedite, 5 Days Prior to Performance; and

1.2.12 OVERPACKING FOR COMPLIANCE - CLIN 6310 & 6312

The Government may order the overpacking of packages/containers to ensure the waste is packaged in compliance with current DOT regulations. An overpack drum may be used as a precautionary measure to preemptively contain waste, should the primary container(s) pose a potential to leak. However, a salvage drum will be used for packaging a leaking, damaged, or defective package(s), per 49 CFR 173.3(c). The salvage drum must be compatible with the lading in the leaking/damaged package(s). When overpacking of container(s) is ordered by the Government under CLIN 6310 or 6312, the Contractor is responsible for utilizing the appropriate container size, type, materials, markings and labeling. Inner container(s) shall be kept in an upright position when practicable. Overpack and salvage drums that are used for liquids shall be marked with directional arrows indicating the orientation of the inner container(s).

a. The unit of issue for CLIN 6310 is "EA". It shall include all labor, tools, equipment, labeling, sorbent, and one overpack or salvage drum that is of appropriate size, type, quality, and material to properly overpack a single 55-gallon drum or multiple smaller containers for shipment.

b. The unit of issue for CLIN 6312 is "EA". It shall include all labor, tools, equipment, labeling, sorbent, and one overpack or salvage drum that is of appropriate size, type, quality, and material to properly overpack a single 30-

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gallon drum or multiple smaller containers for shipment.

1.2.13 PACKAGING FOR COMPLIANCE - CLINs 6311AA-6311CC

The Government may order the packaging or repackaging of containers to ensure the waste is packaged in compliance with DOT regulations. Packaging refers to placing non-containerized like waste into a single container. Repackaging refers to transferring containerized like waste from one or more containers into a single container. The Government shall provide the container into which the waste will be packaged/repackaged.

a. The unit of issue for CLIN 6311AA is "EA". It shall include all labor, tools and materials necessary to properly package/repackage waste into one (1) 5-gallon container.

b. The unit of issue for CLIN 6311BB is "EA". It shall include all labor, tools and materials necessary to properly package/repackage waste into one (1) 15-gallon container.

c. The unit of issue for CLIN 6311CC is "EA". It shall include all labor, tools and materials necessary to properly package/repackage waste into one (1) 30-gallon container.

d. RESERVED

e. Lab packing services will not be ordered under these CLINs. Refer to Section 3.7.

1.3 POST REMOVAL

1.3.1 RETURN OF SHIPPING DOCUMENTATION

a. At the time of removal, the Contractor shall provide the Generator with a complete and accurate, transporter-signed copy of each manifest that is used for the waste removal. If the Generator is not present at the time of removal, the Contractor shall provide the COR with a copy of the manifest(s).

b. The use of transfer facilities is authorized during transit of waste to the designated facility. A transfer facility is any transportation related facility including loading docks, parking areas, storage areas and other similar areas where shipments of hazardous waste are held during the normal course of transportation, per 40 CFR § 260.10. The Contractor will ensure that the 10-day holding time is not exceeded at any transfer facility.

c. The Contractor will submit an Invoicing packet to DLA Disposition Services IAW Section 8.0, which will include a copy of manifest(s) signed by the first TSDF, except for TOs that include the disposal of regulated PCBs and DEMIL property which requires copies of shipping documents to the final TSDF.

d. If within 30 days from the removal date, the waste has not yet been received at the designated facility, the Contractor shall notify the COR of the current physical location of the waste. Within 35 days from the removal date, the Contractor shall provide the COR with a facility-signed electronic copy of each manifest via email. If multiple transporters were used during the course of transit, the Contractor shall also provide the COR with a Uniform Hazardous or Non-Hazardous Waste Manifest Continuation Sheet, as applicable, with additional transporter signatures as necessary.

e. If the Contractor is unable to deliver the waste to the designated or alternate facility identified on the manifest (s) per 40 CFR § 263.21(a), the COR and Generator will be contacted for disposition and manifest revision instructions per 40 CFR § 263.21(b). The Contractor shall make reasonable attempts to deliver the waste to a qualified alternate facility, rather than returning the waste to the Generator. In the event of rejected shipments, or where the shipment is undeliverable, the Contractor shall provide the Generator with a written narrative of the incident, including details of all attempts to provide delivery to a qualified TSDF. If the manifest copy will not be provided within 45 days from the date of removal, the Contractor shall preemptively prepare and provide the Generator with an Exception Report for submission to the EPA Regional Administrator, per 40 CFR § 262.42. An electronic copy of the Exception Report shall also be provided to the COR. Failure of the Contractor to properly perform IAW any part of this Section will be documented accordingly in the Acceptable Performance Levels (APLs) per Section 4.0, and appropriate action taken as determined by the KO.

2.0 DISPOSAL/RECYCLING

a. For all waste other than regulated PCBs and DEMIL Property, delivery of manifested waste items to the first designated qualified interim or final recycling, treatment, storage and/or disposal facility, with signed acknowledgement of receipt (with no subsequent rejection) from said facility and return of shipping documents per Section 1.3.1, constitutes disposal/recycling services rendered for payment purposes regarding subject waste items turned in under this contract. No further document trail of shipments is required for provision by the Contractor unless a certificate of disposal, destruction or recycling is required per the disposal CLIN description or ordered under Service CLIN 6503, per Section 2.1. However, the Contractor will in all cases be fully responsible to ensure that all subsequent "downstream" management of the waste is conducted IAW any mandatory recycling, treatment, and/or disposal technologies designated by the Government per awarded CLIN descriptions and/or specifications provided in any Section(s) of this PWS. Contractor adherence to such contract-required technologies is subject to verification via Government audit of Contractor and TSDF manifest files.

b. While TSDFs are required under their Permit(s) to prevent the receipt of unauthorized wastes, the Contractor is responsible to ensure that properly profiled wastes are shipped only to those facilities that hold the appropriate Permit(s) to receive such wastes.

c. Regardless of the ordered disposal or recycling CLIN and its associated description, the Contractor shall comply with all State and Federal regulations. Some wastes may be state regulated, where such regulations are not cited or regarded in the CLIN descriptions. It is the responsibility of the Contractor to notify the Government if an ordered

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CLIN requires a disposal or recycling technology that is in conflict with any such regulation(s).

2.1 CERTIFICATES OF DISPOSAL, DESTRUCTION, & RECYCLING

a. Generators may require Certificates of Disposal/Destruction (CD) or Recycling for any and all items at its discretion. The Government recognizes there are additional costs to the Contractor associated with obtaining these certificates from the final disposal, destruction, or recycling facility. Unless otherwise stated in this contract, such certificates will only be required as specified in the CLIN description on the Price Schedule and/or PWS, or if CLIN 6503 is ordered. CLIN 6503 will not be ordered in conjunction with a CLIN that is already identified as requiring a CD or Certificate of Recycling. Example: CLIN 6503 will not be ordered to provide the CD for a CLIN that is greater than 50 ppm PCB because contract Section 2.3 already requires the Contractor to provide CDs for all PCB-related waste containing, or contaminated by, a source that is equal to or greater than 50 ppm PCBs.

b. CLIN 6503 will be ordered one each (1 EA) for every CD or Certificate of Recycling desired per TO line item.

c. CDs and Certificates of Recycling shall clearly indicate, or be supplemented with supporting documentation to clearly indicate, a complete "cradle-to-grave" audit trail from the Generator pickup point to the final recycling or disposal facility. This audit trail will require, at a minimum, quantities, TO, EPA ID number(s), manifest(s) and line item number(s) that serve to clearly link the initial removal shipping document, through any and all interim facilities (if applicable), to the final recycling or disposal facility that is issuing the certificate. A data spreadsheet may be used by the Contractor (in lieu of manifest copies) to accompany a CD or Certificate of Recycling to provide the minimally required cradle-to-grave information. Such information provided by the Contractor is subject to verification via Government audit of Contractor and TSDF manifest files.

d. Some facilities issue CDs or Certificates of Recycling that, in essence, state the waste "will be" versus "has been" recycled, disposed or destroyed IAW applicable regulations. Such certificates will be authorized under this Section, but only when issued and certified by the final recycling or disposal facility.

e. CDs and Certificates of Recycling shall be provided to the Generator and the COR within 30 calendar days after disposal, destruction, or recycling occurs.

2.2 EMPTY CONTAINERS

a. If the Government elects to recycle or dispose of "empty" drums or other containers, the containers must be RCRA empty, per 40 CFR § 261.7 prior to turn-in. The Government shall ensure and the Contractor shall verify the containers are RCRA empty, per 40 CFR § 261.7, prior to removal. The Contractor shall, in the case of intact containers, remove or obliterate any and all markings or labels which identify the Generator or source of the container, prior to sale or turn-in to a drum reconditioner. The Contractor shall be exempt from the requirement to remove or obliterate markings and labels only if the containers are crushed and being sent to a landfill or scrap metal/plastic operation.

b. If the container(s) do not meet the definition of RCRA empty per 40 CFR § 261.7 prior to turn-in, the container(s) shall (1) not be removed by the Contractor, or (2) be managed via TO modification using the appropriate disposal CLIN based upon the waste or waste residue that is present in the container.

2.3 DISPOSAL OF PCB-RELATED WASTE

a. For purposes of this contract, PCB refers to polychlorinated biphenyls. PCB-related waste under this contract shall be transported and disposed of within the Continental United States (CONUS), except for such transportation as required at pickup sites located Outside the Continental United States (OCONUS).

b. The Contractor shall dispose of all items in a manner which is in conformity with 40 CFR § 761.60 and its referenced parts, except for those methods in said regulation which would result in use, reuse, or recycling of the items.

c. CDs or Certificates of Recycling for all PCB-related waste containing or contaminated by a source that is equal to or greater than 50 ppm PCBs, shall be provided to the Generator and COR within 30 days from the date of destruction/ recycling.

d. The minimum task order amount in the FAR 52.216-19 ORDER LIMITATIONS clause does not apply to task orders issued for the removal of PCBs and/or items that require demilitarization.

2.4 RESERVED

2.5 COMPRESSED GAS CYLINDERS, CARTRIDGES, VESSELS & CANISTERS

a. Base CLINs are assigned to compressed gas cylinders (CGCs) and cartridges according to the Compressed Gas Cylinder Reference Guide as contained in this contract. It is also available on the DLA Disposition Services webpage at: http://www.dla.mil/DispositionServices/Offers/Disposal/HazardousWaste/HazWasteDisposal.aspx. Click on "Cylinders reference category" link.

b. The Contractor shall provide all services necessary for the assessment of all compressed gas cylinders, cartridges, vessels and canisters, the discharge of inert gases (cylinders, vessels and canisters only), the final treatment/ disposal or recycling of the non-inert gases, and the decommissioning, cleansing, and recycling of the cylinders/ vessels/canisters, or the scrap metal derived from this waste.

c. The Contractor shall not remove any compressed gas cylinders, cartridges, vessels or canisters whose contents cannot be identified/confirmed or when no known disposal method is available. Sampling of contents for identification purposes only is authorized. On those occasions where the Contractor indicates that a Disposal or Recycling facility

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will not accept the cylinder(s), cartridge(s), vessel(s) or canister(s), the Contractor will make other attempts to locate an alternate facility that will accept this waste for disposal, reuse or recycling. If unsuccessful, the Contractor will provide the Government with written explanations of refusal from three (3) different facilities, one of which they have no financial interest in. Refused cylinder(s), cartridge(s), vessel(s) or canister(s) must be identified by serial number or other identifiable markings, or by an identification number assigned by the Contractor or COR. This number must be identified in the written explanation of refusal.

d. The Contractor is required to discharge, recycle, or dispose of the gas IAW DLAI 4145.25.

e. The Contractor is solely responsible for any and all atmospheric releases of gases occurring during or resulting from performance of this contract. The Contractor agrees to reimburse the Government of any and all costs incurred for accidents resulting from improper handling, gas extraction, grinding, drilling, torching, etc., of any cylinders.

f. Inert gases which are not regulated by federal, state, or local regulations as wastes or pollutants, may be discharged to the atmosphere at the Government facility or may be transported to a TSDF for discharging. All proper safety precautions must be observed. Cylinders containing inert gas that have inoperable valves may be vented with the use of a safety relief device IAW DLAI 4541.25, Section 7.7-2c.

g. If the cylinders are sent to a scrap metal recycler, the Contractor shall perform the following prior to smelting: de-valve the cylinder and mark/stamp the cylinder "CONDEMNED-SCRAP," and fully render the cylinder unusable per one or more of the following methods: drilling or puncturing a hole through the cylinder of at least ½ inch in diameter; sufficiently destroying the inlet threads to prevent installing a valve with a gas-tight seal; or, the Contractor may cut the cylinder approximately in half. Cylinders too small for marking/stamping are required to be tagged or labeled with the words "CONDEMNED."

h. If the Contractor decommissions/disposes of cylinders that previously contained non-inert gases, the Contractor shall remove or obliterate all DOD identification markings on every cylinder prior to release. For example, grinding or cutting out (with a cutting torch) may meet this requirement.

i. When applicable, prior to disposing of cylinders in an approved landfill, the Contractor shall de-valve the cylinder.
NOTE: This is the only method acceptable for disposal of asbestos-containing acetylene cylinders (Base CLIN CY09), which are NOT reusable. All acetylene cylinders will be considered to be asbestos-containing for the purpose of this contract unless otherwise substantiated by the Contractor.

j. Compressed gas vessels and canisters (henceforth vessel(s)) are turned in by the Government using the same Base CLINs applied to conventional compressed gas cylinders (CGCs), only the size and applicable CLIN Suffix is based upon the volumetric capacity of the vessel as it corresponds to the volumetric capacity of conventional CGCs. Compressed gas vessels are priced the same, as reflected in the bid/price schedule, as lecture, small, medium, and large-sized CGCs. For example, when a box- or non-cylindrical-shaped compressed gas vessel is turned in for removal, a compressed gas Profile-Based CLIN will be applied according to (1) the gas contained in the vessel using the compressed gas cross-reference list, and (2) the 3-dimensional size (volume) of the vessel measured in cubic inches (in3). The CLIN Suffix used is based upon the volume of the vessel as compared to the volume of a conventional CGC. Accordingly, non-cylindrical-shaped compressed gas vessels will be assigned a "CY" CLIN Suffix based upon their volumes (V) where V = L" x W" x H" equals:
Up to 85 in3 = CLIN Suffix "ME" (Corresponds to a 3" x 12" Lecture Size CGC)
86 in3 to 301 in3 = CLIN Suffix "M1" (Corresponds to a 4" x 24" Small Size CGC)
302 in3 to 4,069 in3 = CLIN Suffix "M2" (Corresponds to a 12" x 36" Medium Size CGC)
4,070 in3 or larger = CLIN Suffix "M3" (Corresponds to a 16" x 56" Large Size CGC)
*Example: A compressed gas vessel or canister containing helium (Base CLIN CY01) and having the dimensions of 12"L x 12"W x 18"H, has a volume of 12" x 12" x 18" = 2,592 in3. Accordingly, this vessel will be assigned CLIN CY01M2 – because its volume is between 302 and 4,069 in3 – and priced as reflected in the bid/price schedule as awarded in this contract.

Conventional cylinders have a volume based on the formula, V = π x r2 x h, where V = the volume, π = 3.14, r = the radius of the cylinder (in inches), and h = the height of the cylinder (in inches), the latter of which does not include the valve stem or handle. Accordingly, a lecture cylinder with a diameter of 3 inches (a radius of 1.5 inches) and a height of 12 inches, has a volume of 3.14 x (1.5) 2 inches x 12 inches = 3.14 x 2.25 in2 x 12 in = 85 in3. The following are the calculated volumes of Lecture, Small, Medium, and Large size cylinders:
Lecture = CYXXME = 3"D x 12"H = 85 in3
Small = CYXXM1 = 4"D x 24"H = 301 in3
Medium = CYXXM2 = 12"D x 36"H = 4,069 in3
Large = CYXXM3 = 16"D x 56"H = 11,254 in3
Where "XX" within the CLIN is any of the CY Base CLIN numbers 01 through 10, per the Compressed Gas Cross-Reference List.

2.5.1 EVALUATION/IDENTIFICATION OF CYLINDERS/VESSELS/CANISTERS - CLIN 6601

Some compressed gas cylinders/vessels/canisters may contain unknown contents, have inoperable valves, or may be plugged or may not be DOT transportable due to their condition. When CLIN 6601 is ordered, the Contractor is required to perform an evaluation of one cylinder/vessel/canister on site and provide the results of the evaluation. This evaluation includes, but is not limited to, a visual inspection of markings, labels, cylinder type, etc., as well as condition of the valves (operable/inoperable). This report will indicate, among other things, whether sampling and analysis (CLIN 6608) will be required to identify the contents and whether the contents need to be recontainerized (CLIN 6609AA). The Contractor shall have 15 calendar days from issuance of a written TO citing CLIN 6601 to complete the evaluation and submit the report to the COR.

2.5.2 ANALYSIS TO IDENTIFY CYLINDER CONTENTS - CLIN 6608

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When CLIN 6608 is ordered, the Contractor shall be required to perform appropriate analysis to properly identify a compressed gas and complete a Waste Profile Sheet. For each CLIN 6608 ordered, the Contractor shall be required to sample and analyze the contents of one cylinder, vessel, or canister. After issuance of a written TO, the Contractor shall be required to draw all samples, complete all tests, and provide typed waste profile sheets to the COR within 30 calendar days. The Contractor shall perform sampling in such a manner that no gas is emitted to the atmosphere. The Contractor shall be responsible for the proper disposal of all samples taken IAW all applicable local, state, and federal laws and regulations. Cylinders/vessels/canisters may have either a valve or plug.

2.5.3 RECONTAINERIZATION/REPLACEMENT OF VALVES - CLINS 6609AA & 6609BB

a. When CLIN 6609AA is ordered, the Contractor shall be required to recontainerize one (1) cylinder/vessel/canister containing non-inert or unknown gas when determined to be non-transportable. CLIN 6609AA may be used in cases where the cylinder/vessel/canister poses a safety hazard and needs to be evacuated. Overpacking is allowed to facilitate the safe removal and/or to comply with DOT requirements, by rendering it shippable. Recontainerizing may include (but is not limited to) removing gas from one cylinder/vessel/canister and placing it into another DOT approved cylinder or container. Cylinders/vessels/canisters may either have a valve (operable/inoperable) or a plug in place.

b. When CLIN 6609BB is ordered, the Contractor shall be required to replace an inoperable valve on a cylinder/vessel/canister that the generator has determined to keep. CLIN 6609BB shall not be ordered to facilitate acceptance at a TSDF. The Contractor shall have thirty (30) calendar days from issuance of a written TO to complete the recontainerization and/or valve replacement. When the gas content is unknown, and there is no other means of extracting a sample for analysis, the Government will order analysis under CLIN 6608 at the same time as the recontainerization. In this instance the Contractor shall be required to complete all tasks associated with both CLINs 6609AA and/or 6609BB and CLIN 6608 within thirty (30) calendar days. All actions taken by the Contractor resulting from recontainerization may either be transported off-site, cleansed and recycled to a scrap metal recycler by the Contractor; or cleansed on-site (inert only) and placed in as area designated by the COR. In either case, the Contractor shall remove all DOD identification markings and puncture a hole in the cylinder/vessel/canister.

2.5.4 ZONE “A” POISON GASES – CLIN 6610PA

CLIN 6610PA will be ordered if any poison gases assigned hazard zone “A” (see 49 CFR 173.116) are included on a task order. One each CLIN 6610PA will be ordered per task order if any gases on the task order are classified as poison hazard zone “A” and require a dedicated truck for removal.

2.6 RECYCLING OR RECOVERY

a. Waste that is assigned a Recycle/Recovery Base CLIN beginning with “RE” is required by the Government to be recycled or recovered. Other items, such as certain batteries, are also required to be recycled when so stated in the CLIN description. Certificates of Recycling are only required if specified in the Price Schedule/PWS or if CLIN 6503 is ordered.

2.6.1 COMMODITY SPECIFIC RECYCLING/RECOVERY REQUIREMENTS

a. Fuels Blendable Materials – Fuels blending waste will contain a minimum of 2,500 BTUs per pound of waste. For lab pack and loose pack containers having multiple small containers packed within, the BTU value is based on the overall contents, and not each individual small container. Since BTU values are not always known, the waste profile information may be used to determine eligibility for fuels blending. Latex paint which has not been diluted with water will be considered fuels blendable. Oil-based paint and its paint-related wastes, as well as other organic-based, flammable, combustible, and ignitable wastes, are also considered fuels blendable. In general, for purposes of this contract, paint and paint-related materials (PPRM) will be defined as any mixture of pigment and a suitable carrier liquid that forms a closely adherent coating when spread on a surface, as well as their respective thinners and dried solids. This may include, but is not be limited to paints and paint thinners, stains, varnishes, shellacs and coatings. It does not include such painting-related discarded items as paint brushes, paint rollers and pans, tape, PPE, sometimes referred to as paint and paint-related waste (PPRW). (1) Base CLINs FL05–FL10 and FL14 were designed around fuels blending; a method used to blend and utilize combustible hazardous wastes in such a way as to meet energy (BTU) and chlorine specifications at RCRA Permitted cement kilns as an alternative fuel source in the manufacturing of cement. Wastes turned in under these CLINs will be thermally destroyed and presumed by the Government to be fuels blended for energy recovery, whether processed as an energy source at a cement kiln or at a RCRA incineration facility.

b. Batteries – Battery Recycling/Disposal CLINs beginning with “BA” are only to be recycled if recycling is the only option specified in the CLIN description. Some Base CLINs, such as BA01 (alkaline batteries), give the Contractor the option to recycle or dispose, provided the Government has not explicitly required recycling of these batteries. Recycling of batteries shall meet all the requirements of 40 CFR and/or state regulations. Batteries shall not be exported outside the US or Canada without prior approval from the KO. In lieu of recycling where required, the Contractor will ensure Best Demonstrated Available Technology (BDAT) will be utilized for the processing of batteries.

c. Oil Filters –The Contractor shall recycle at least 90% (by weight) of the filter. The Contractor is required to recycle all of the drained oil.

2.7 DEMILITARIZATION

Items requiring Demilitarization (DEMIL) by the Government will be so listed on the DD Form 1155. When items requiring DEMIL is ordered, the Contractor is required to dispose of these items per the CLIN description and provide all documentation, in addition to the documentation requirements of section 8 for invoicing, within 30 days of appropriate disposal. The Contractor shall ensure appropriate DEMIL/destruction occurs within 90 days of pickup, and provide a CD within 30 days of destruction. Specified documentation shall be returned to the Generator, as listed in Block 5 of the manifest, and the DLADS Field Activity/COR, unless otherwise noted. In addition to Section 1.1.5 – Trailer Security requirements, the Contractor shall ensure all items requiring DEMIL/destruction shall be sealed with

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a padlock after being placed on the conveyance.

2.7.1 DEMILITARIZATION OF SUBMARINE TILES – CLIN TX99
The Contractor is required to ship items ordered under this CLIN directly, and not through an interim facility, to the designated RCRA incineration facility for thermal destruction per DOD Demil requirements. This CLIN shall be ordered even when the items are deemed non-RCRA hazardous. The Contractor shall provide a CD to the Government within 30 days of destruction.
If waste ordered under TX99 is not deliverable directly to the final TSDF, the Contractor shall first get authorization from the KO and provide a copy of all secondary manifests used for delivery to the final incineration facility along with the Certificate of Destruction.

2.7.2 OTHER MILITARY ITEMS

a. Military waste items are assigned CLINs according to the physical and chemical properties of the waste.

b. RCRA Hazardous Military Items – When a military item meets the definition of RCRA hazardous waste, a CLIN may be assigned to the waste similarly as other hazardous wastes, e.g., flammable debris, toxic solid, etc. Other than CLIN TX99, military items that are deemed RCRA hazardous waste do not require a CLIN that is uniquely assigned to military items for DEMIL. In some cases, for DEMIL requirements, the Government may require a CD for specific RCRA-hazardous military items. DEMIL-specific CLINs with a CD requirement will be used for these items.

c. Non-RCRA, Non-Hazardous Military items will not be turned in under this contractor other than Submarine titles (see Section 2.7.1).

3.0 MANAGEMENT SERVICES

This Section covers management services requirements related to the management of hazardous and non-hazardous wastes that are turned in under this contract. Management services CLINs are the "6000 Series" CLINs, (6300–6850) that include a variety of unique CLIN suffixes corresponding to unique service requirements. These CLINs do not include the disposal or recycling of wastes, which are ordered under the appropriate disposal or recycling CLINs.

3.1 RESERVED

3.2 TANK & WASH RACK CLEANING - CLINs 6350AA, 6351AA-6351DD, 6352AA-6352BB

a. CLINs 6350AA, 6351AA-6351DD, and 6352AA-6352BB: When any of these CLINs are ordered, the Contractor shall clean tanks, totes, oil/water separators, wash racks, etc., until no visible residue remains. Stains are not considered residue. The unit of issue is each, where 1 EA equals all mobilization/demobilization, labor, equipment, tools, materials, confined space entry if applicable, and PPE to perform identified cleaning. The above listed CLINs do not include tank pumping or disposal of sludges/solids removed during the cleaning process. If required, tank/wash rack pumping will be ordered under the appropriate CLIN for the pumpable waste contained in the tank or wash rack IAW 1.2.8. The Government shall provide containers for non-pumpable sludges/solids. Disposal of non-pumpable sludges/ solids removed as part of the cleaning process will be ordered via the appropriate CLIN based on the most recently known contents in the tank. This CLIN will appear on the TO issued for tank/wash rack cleaning. In all cases, the Government will ensure the pumpable waste in the tanks/wash rack is removed prior to tank cleaning. All work shall be completed within thirty (30) calendar days of issuance of a written TO.

b. The Government is responsible to order the appropriate bulk pumpable liquid CLIN(s) for liquid that is introduced by the Contractor to facilitate cleaning. The Contractor and COR shall monitor the amount of liquid used to ensure an excessive amount of liquid is not introduced. If the Contractor and COR have determined an excessive amount of liquid was introduced, the estimated volume of excessive liquid will be subtracted from the total volume of the waste removed. The Contractor shall make reasonable effort to be physically available on site for services being performed where a Subcontractor is executing the task on behalf of the primary Contractor. The Contractor may do so by coordinating other tasks on the same day that the Subcontractor is on site. The COR will provide additional surveillance intermittently for the duration of the task(s) or services as appropriate.

c. When multiple tanks/wash racks containing residues from the same last-known disposal CLIN are within the same maximum size limitation (per the service CLIN) are co-located in the same building, tank farm, wash facility, etc., only one (1) each of the tank cleaning service CLIN shall be ordered, while subject to the same restrictions as stated above, including one business day on-site.

d. Tank/wash rack cleaning may be ordered from any location in or around pickup points in the solicitation in addition to the known sites identified below:
OMS #1, Concord - 1,000 gallon
OMS #2, Littleton - 1,000 gallon
OMS #3, Somersworth - 1,000 gallon
OMS #4, Manchester - 3,000 gallon OWS & advance grit tank manhole
OMS #5, Hillsborough - 1,000 gallon
AASF, Concord - 10,000 gallon (2) above ground with JP8
CSMS Bldg. H, Concord - 1,000 gallons
AASF Bldg. K, Concord - 1,000 gallons

3.3 PERFORM ANALYSIS

a. When laboratory analysis is required for purposes of waste identification, it is ordered to service Generators on this contract. It is not intended to supplant the Contractor obligations designated elsewhere in this contract.

b. The Government will order this service using any of the analytical CLINs listed in the Price/Price Schedule. The unit of issue is each on the TO. One each (1 EA) equals one waste stream to be analyzed by the Contractor. The

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Contractor shall perform the following:
(1) Representative waste stream samples shall be collected and testing performed IAW 40 CFR § 261, Appendices I, II and III.
(2) It is the responsibility of the Contractor to provide shipment of samples from the pickup point to the analytical laboratory. The Contractor must complete a Chain of Custody form for each/all sample(s) taken and a copy provided to the COR.
(3) The Contractor shall provide a statement from the laboratory indicating the entire sample was used for the analytical process, or, if additional sample remains after analysis, the Contractor is responsible for its disposal.

c. The Contractor will perform the analysis and provide a complete analytical report to the COR within 21 days of issuance of a written TO.

d. In all cases where the Government is paying for laboratory analyses, a complete and comprehensive analytical report shall be provided. The report shall include a completed Chain of Custody Form and detailed analytical results, including QA/QC results as required by the current EPA SW-846 protocol where such protocol was employed by the laboratory. If for any reason the laboratory report is not provided to the Government, or if the report is deemed not scientifically defensible by the Government, a reanalysis of the waste will be required at no additional cost to the Government. The COR is advised to consult with the Generator prior to requesting an expedited analysis, as these are contingent upon the Contractor's ability to perform.

e. If the Contractor must perform laboratory analysis for waste characterization/profiling or disposal, copies of the laboratory report shall be provided to the COR. The Contractor shall be responsible for the proper disposal of all samples. Laboratory reports shall include a summary of the laboratory results, a QA/QC summary, and a completed Chain of Custody Form. Laboratories performing testing related to this contract shall use the current EPA SW-846 protocol whenever applicable.

f. Only when an EPA test method is not available can a Best Demonstrated Available Technology (BDAT) or other analytical test method be performed.

3.4 PREPARE WASTE PROFILE SHEET - CLIN 6400AA

a. When CLIN 6400AA is ordered, the Contractor is required to prepare a typed Hazardous Waste Profile Sheet, DRMS Form 2511. One Each will be ordered per waste stream to be profiled. A sample DRMS Form 2511 may be found in the Attachments. Using analytical data/Generator information provided by the Government, the Contractor must complete the form IAW its attached instructions. The Government will furnish DRMS Form 2511 to the Contractor. Subject to COR approval, the Contractor may use an alternate profile form as long as the alternate form contains all of the same information contained in the DRMS Services Form 2511.

b. The purpose of this service is to enable the Generator to turn in items to the DLA Disposition Services Field Activity. It is not intended to supplant Contractor obligations identified in other sections of this contract.

3.5 IDENTIFY UNKNOWN WASTESTREAMS & PREPARE WASTE PROFILE SHEETS - CLIN 6400TS (Two-Step)

a. Step 1. - When the Government has a requirement for identifying a waste of unknown composition for the purpose of completing a Hazardous Waste Profile Sheet (Disposition Services Form 2511), a written TO will be issued for an unknown analysis using CLIN 6400TS. The Contractor will perform the analysis and provide a complete analytical report within 21 days of receiving a written Task Order. The Government will provide all known information concerning the unknown material prior to sample collection. When CLIN 6400TS is ordered, the analysis shall include:
(1) Ignitability, if free liquids are present, or solids if applicable (D001),
(2) pH, if free liquids are present, (D002),
(3) Reactivity assessment, if the potential for a reactive characteristic exists, (D003), and if such a test method is available,
(4) Total RCRA and UHC Metals, as reportable by updates of standard USEPA SW-846 Methods.
(5) Total RCRA Herbicides and Pesticides as reportable by updates of standard USEPA SW-846 Methods ONLY when applicable or if they potentially exist based upon Generator knowledge, and
(6) Total RCRA and UHC Volatile and Semi-Volatile Organic compounds, as reportable by updates of standard USEPA SW-846 Methods. If other constituents not reportable via these methods are suspected to be present by the Generator, other analyses may be requested on a case-by-case basis.
UHC refers to Underlying Hazardous Constituents, per 40 CFR 268.48. For purposes of this contract, UHC refers only to those constituents which are typically reportable via laboratory analyses utilizing updates of standard USEPA SW-846 Methods. The Contractor shall collect a sample of sufficient quantity to perform all Step 1 tests and any additional testing necessary to identify the material to help the Generator complete the Hazardous Waste Profile Sheet. Samples will be collected following current EPA and state protocols covering sample collection, sample storage and Chain of Custody procedures. Samples will be collected in laboratory-supplied sample containers.
NOTE: If the Government suspects contamination not covered by the tests listed above, e.g., PCB, asbestos, oxidizer, etc., the Government will order the applicable CLIN separately.
Ignitability of Solids (EPA Method 1030) – CLIN 6400MK: This method is suitable for the determination of the ignitability of solids and is appropriate for pastes, granular materials, solids that can be cut into strips, and powdery substances. This method may be used to meet certain regulatory applications; with respect to the characteristic of ignitability in CFR § 261.21, this method may be used, but is not required, to determine whether a solid waste "when ignited, burns so vigorously and persistently that it creates a hazard." If it is impractical to perform the test because of the physical form of the sample, Generator knowledge should be used to determine the ignitability hazard posed by the material.

b. Step 2. - The Government may order additional analytical testing if qualitative analysis indicates the presence of metals, herbicides, pesticides and/or other organic compounds at or above regulatory levels. When quantitative analysis performed in Step 1 indicates the presence of metals, herbicides, pesticides, and or other organic compounds, the Government may order additional toxicity characteristic testing that may include TCLP Metals (D004-D011) and UHCs as defined in 3.5(a) above, TCLP Pesticides and Herbicides (D012-D017, D020, D031) and/or other TCLP Organics (D018-

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D019, D021-D030, and D032-D043) to identify the contaminants in sufficient detail to complete the DRMS Form 2511. Herbicides and Pesticides need only be tested for when specifically ordered by the Generator when/if these compounds are suspected to be present. When additional tests are needed, they will be ordered under the appropriate CLIN(s). When Step 2 testing is ordered, the Government will notify the Contractor within ten (10) calendar days from the date the COR received the analysis from Step 1. The TO containing CLIN 6400TS will be modified to add the additional testing requirement(s). The Contractor will complete Step 2 analysis within 21 days of receiving a written modification to the original TO. Step 2 analysis may be performed on excess samples collected during Step 1, and/or samples remaining at the certified laboratory at the completion of Step 1, provided such samples have not exceeded their test-specific holding times, per current EPA SW-846.

c. The following applies for all work performed in conjunction with the above CLINs:
(1) The Contractor shall provide all services, property, supplies, furnishings, and equipment necessary to conduct the required test(s) of Government selected items.
(2) Analysis ordered under CLIN 6400TS shall be performed as specified in section 3.3.

d. The Contractor has 21 calendar days from the issuance of a written TO to complete all testing, analysis, and documentation as stated for Step 1. The Contractor has 15 calendar days to complete all testing, analysis, and documentation as stated above for Step 2 after receipt of a written TO.

3.6 RESERVED

3.7 LAB PACKING SERVICES - CLINs 6320-6323

a. When CLIN 6320-6323 is ordered, the Contractor shall provide all labor, equipment, supplies (including lab pack containers), and tools necessary to lab pack waste. Lab packing service is on this contract to provide a packaging service to the Generator in order to facilitate the turn in of items.

b. Lab packing is a packaging method used for shipping multiple small containers of chemical waste that have been over packed into a single outer container. “Lab packing” typically, but not strictly, refers to the packaging of laboratory-related chemicals. Lab packs are used when disposing of small volumes and/or a wide assortment of chemicals. Chemicals packed into a single lab pack container must be compatible and of the same DOT Hazard Class. A detailed inventory list must be affixed to the outside of the outer container for transportation and TSDF approval. Per DOD instruction, Generators are prohibited from lab packing prior to turn-in.

c. Loose packs (sometimes referred to as commodity packs) are also overpack containers, but contain lower hazard, consumer commodity packages of like products, e.g., paints, lubricants, and expired products. Loose packs provide a convenient alternative when consolidation is impractical. Loose packs are easier to manage than lab packs because they are of the same waste type and do not require additional inventory review and evaluation. Generators may choose to loose pack their consumer commodity wastes, or order CLINs 6311AA-6311DD to have the Contractor perform the loose packing, i.e., packaging or repackaging service per Section 1.2.13.

d. Lab pack and loose pack services do not include disposal. Lab packed or loose packed waste shall be disposed by ordering the appropriate “LP” Base CLIN or when the CLIN description includes “lab pack” or “loose pack.”

e. The Government will order the appropriate lab pack CLIN(s) dependent upon the anticipated lab pack container size required. The Contractor shall accept the Government’s container size unless the Contractor demonstrates to the COR, prior to commencing the lab packing service, that a different size lab pack container(s) is required. When this service is ordered, the Government will provide a list of items to be lab packed with the TO. The list will include chemical name, weight and volume of each item and anticipated disposal CLIN for each lab pack container. When CLIN 6320-6324 is ordered, the Contractor shall:
(1) Prepare lab packs for chemical waste. This service consists of packing compatible chemicals into suitable lab pack containers, preparing a comprehensive drum inventory, marking and labeling each lab pack IAW local, state, and federal regulations. The Government will order this service on a TO using the lab pack service CLIN(s) listed above.
(2) The Contractor shall lab pack the waste according to chemical compatibility and in compliance with 49 CFR 173.12. The Contractor will prepare the aforementioned drum inventory. The inventory will consist of a list of each container placed in the lab pack. The list must specify:
(i) A description of the contents of each container by chemical or common name of the waste;
(ii) DOT Proper Shipping Name, UHCs and Accumulation Start Date;
(iii) All EPA and state hazardous waste codes as required;
(iv) Sizes and weights of each lab packed item;
(v) Appropriate Lab Pack Disposal CLIN (provided by Generator); and
(vi) The Contractor will certify the lab pack inventory via printed name, signature, and date.
(3) Multiple items of the same chemical waste may be listed as a single line of the inventory where the total number of items and cumulative weight is recorded. A unique identification number will be assigned to each completed lab pack. This number will be annotated on the inventory list. One copy of the inventory list will be attached to the lab pack container and one copy will be provided to the COR when packaging is complete.
(4) The Contractor will place appropriate markings and DOT labels on each container, along with an inventory list.

f. The Contractor will be provided a work site, supply storage area, and a staging area near the chemical storage location where applicable Safety Data Sheets (SDS) will be made available upon request.

g. The Government will issue a TO for the disposal of lab packs after the lab packing service is completed. TOs containing the disposal CLIN(s) for the subject lab pack containers will be prepared accordingly. The CLIN and aforementioned unique identification number corresponding to each lab pack container will be indicated on the TO.

3.8 RESERVED

3.9 BULK NON-RCRA WASTEWATER MANAGEMENT – CLIN NR03B5
When disposal CLIN NR03B5 (Bulk Non-RCRA Wastewater) is ordered, the subject waste stream must qualify for either (1)

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direct discharge to a publicly-owned treatment works (POTW) at a State-Permitted commercial wastewater treatment plant (WWTP), or (2) treatment at a State-Permitted WWTP, followed by discharge to the local POTW, and associated filtercake landfilled at a minimum Subtitle D (or equivalent) landfill. Oil/water phase separation is authorized as a pre-treatment in either case, whereby the (primarily oil) oily phase is ultimately processed and recycled as used oil. Upon award of this contract, the Contractor will provide the Government with detailed waste acceptance criteria from the WWTP(s), which the Contractor may choose to utilize during the performance of this contract, for disposal of wastewater pertaining to CLIN NR03B5. Bangor, Maine is the primary generator of this waste. Orders are anticipated during the winter months only. Waste water is a mixture of 2-15% Eythlene (Ice Melt) Glycol and rest water.

3.10 RESERVED

3.11 TRANSPORTATION SCHEDULE AND TRANSPORTATION SURCHARGE -6388BB

a. The Contractor shall meet with the designated COR during the Post-Award meeting and to discuss mutually agreeable pickup timeframes/dates for all generators. Pickup shall be once every 80-85 days. Pickups on this contract have been scheduled as 'milk run' type pickups. When ordered, the Contractor visits the facilities on a predetermined schedule. The previous contract required pickups of Maine and New Hampshire generators on the third full business week of one month and pickups of Vermont and New York generators on the third full business week of the next month The Contractor shall prepare a written summary of this meeting within five (5) working days, to include: the meeting date, the attendees and the agreed upon pickup schedule by site(s) and furnish this to the COR. The Government will use this information to properly sequence the issue of TOs.

b. It is expected that the new Contractor shall follow this schedule with no break in service. The Contractor is hereby notified that they must be prepared to perform on the first day of the contract, if required. All removals under this contract must have prior approval from the COR.

c. If an additional requirement exists which requires an order for removal or service other than the eighty (80) day time frame scheduled for 'milk run' then the transportation surcharge CLIN 6388BB shall be applied to that order. All 6000 series CLINs are excluded from the transportation surcharge (CLIN 6388BB).

4.0 ACCEPTABLE PERFORMANCE LEVELS

a. Acceptable Performance Level is the minimum performance of each requirement before the Government considers performance unsatisfactory. Specification of an acceptable performance level does not allow the contractor to knowingly provide defective service; it is recognition of the fact that defective performance may sometimes occur unintentionally. As long as the performance percentage does not fall below the specified acceptable performance level, the Government will not deduct for poor performance. However, the contractor shall be required to re-perform or correct the defective service or product at no additional cost to the Government.

b. The surveillance method shall be from Collection Summary Report(s) (CSR) furnished by the COR, customer feedback, and tracking of final disposal/recycling submittals. All negative and positive actions/performance shall be the basis for monetary deductions and/or past performance annotations.

c. Performance incentives for the contractor shall include, but are not necessarily limited to, favorable impact on option exercise decisions, future awards of the same requirement, and future awards of similar requirements by DLA Disposition Services as well as other Government and non-Government entities that may review performance of this contract.
NOTE: The Government reserves the right to also conduct additional surveillance/review of final tracking information and/or delay all payments until after final tracking information is received if warranted by performance problems in this area.

4.1 ACCEPTABLE PERFORMANCE LEVELS TABLE – SEE SP450019D0014 ATTACHMENT 4

5.0 THE QUALIFIED FACILITIES AND TRANSPORTERS LISTS

a. The Contractor will use only the transporters and facilities from the Qualified Facilities List (QFL) and Qualified Transporters List (QTL). The QFL and QTL is located on the DLA Disposition Services Website at: http://www.dla.mil/DispositionServices/Offers/Disposal/HazardousWaste/HazWasteDisposal.aspx.

b. Facility and transporter firms are only deemed "qualified" and listed on the QFL and QTL by DLA Disposition Services Headquarters located in Battle Creek, MI. The appearance of a facility or transporter firm on the QFL or QTL does not imply or constitute a determination that these firms may be used to meet all requirements identified in this contract. The Contractor is responsible to ensure that their services and sub-contracted services are being performed IAW this Performance Work Statement and all applicable Federal, state and local laws and regulations. If firms listed on the QFL or QTL do not meet one or more contract requirements contained herein, or if the Contractor wishes to utilize a firm that does not appear in the QFL or QTL, the Contractor will propose that additional firm(s) be vetted and qualified by DLA Disposition Services to perform the work.

c. Contractors will review the QFL and QTL prior to any removals to ensure the specific facility or transporter appears on the QFL and QTL.

d. The Contractor will not transport any waste or subsequent treatment or recycling residual waste to any facility that does not appear on the QFL.

e. The Contractor will allow access for DLA Disposition Services Employees and/or representatives to perform site visits at any facility the Contractor has requested to be on the QFL.

5.1 POST AWARD USE OF FACILITIES AND TRANSPORTERS

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a. During the solicitation phase life of the contract, the Contractor can request to add facilities or transporters to the QFL or QTL. Facilities or transporters submitted prior to solicitation closing will be reviewed and the Offeror will be informed if the firm is: Acceptable, Unacceptable, or Acceptable with additional information. If the facility or transporter is Acceptable with additional information, the Offeror will be given an opportunity to submit the additional information regarding the firm. Offerors will be informed the reason why a firm is considered unacceptable. Other stuff deleted

b. The proposed facilities or transporters will not be added to the QFL or QTL if any of the conditions listed in Sections 5.2 and 5.3 should apply. The request by the Contractor to have a facility or transporter added to the QFL or QTL after contract award does not relieve the Contractor of their obligation to perform IAW the contract and existing CLIN prices.

c. Pre-award facility or transporter additions will not be added to the QFL or QTL until the request is accepted and the contract is awarded. The awarded prime Contractor will be the only firm to request additions to the QFL or QTL for the services required in this contract.

d. The Contractor shall provide the Facility-Profile Sheet for each all intended interim and final disposal/recycle facilities (TSRDF) by EPA ID number (where applicable). The Facility Profile Sheet will list each Base CLIN listed in the Price Schedule of this contract that will be treated by that facility. The purpose for this is to allow the Government to assign in Distribution Standard System (DSS) and Hazardous Materials Management System (HMMS) those facilities that will or might receive those CLINs for treatment, storage, and disposal. If this is not done, Task Orders (TO) cannot be processed in DSS/HMMS.

(1) For CONUS contracts, the Contractor will email the completed Facility-CLIN Assignment Sheet to TSDFandTransporterInquiries@dla.mil and cc: the KO.

(2) For OCONUS contracts, the Contractor will email the completed Facility-CLIN Assignment Sheet to the KO.

e. The Contractor will complete DLA Form 2507-1, QFL Application, to request qualification of additional facilities for addition to the QFL.

f. The Contractor will be required to submit periodic facility and transporter update information to DLA Disposition Services during the lifetime of the contract in order to maintain a qualified status for these firms.
(1) The Contractor will complete DLA Form 2507-2, Qualified Facility List Update, when requested to perform a 12-month (CONUS only) or 18-month (OCONUS only) update on a facility.

g. The Contractor will complete the Transporter Qualification Form DLA Form 2503 for new QTL applicants and for requested 12-month (CONUS only) or 18-month (OCONUS only) updates.

h. If the Contractor requests or updates a facility or transporter where application required documents are not in English, the Contractor will provide certified English translated documents at no additional cost to the Government.

i. For CONUS contracts, inquiries and applications for new or 12-month updates will be sent to the following email address with a copy to the KO and COR: TSDFandTransporterInquiries@dla.mil

j. For OCONUS contracts, inquiries and applications for new or 18-month updates will be sent to the KO and COR.

5.2 FACILITY REMOVAL

At any time during the period of this contract, the Government will remove a facility from the QFL if any of the following apply:

a. The facility is currently closed.

b. The facility is a significant non-complier exhibiting RCRA Class 1 violations and has not entered into a compliance schedule of similar action.

c. The facility received an administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time order or issued judicial action.

d. The facility has a history of noncompliance (including, but not limited to, Final Governing Standards (FGS) non-conformance, RCRA class I and II violations, OSHA violations, state and local violations, etc.) or exhibits a lack of "good faith" in correcting violations. A "good faith" effort is promptly signing a consent agreement with the regulatory authorities and performing in compliance with the agreement for at least six months. Repeated violations is a lack of "good faith".

e. The facility has groundwater contamination or does not meet groundwater anti-degradation policy.

f. The facility does not have adequate permits or is not capable of handling the proposed waste.

g. The facility received a negative recommendation resulting from a DLA Disposition Services site visit without substantive evidence of corrected deficiencies.

h. The facility transports DoD waste to a facility not on the QFL.

i. The facility's financial assurance is not sufficient to protect the Government's long-term interests.

j. The facility is unable to track property from entry to exit.

k. The facility manages property in a manner that causes the generator of the manifest to file exception reports IAW 40 CFR 262.42 or state equivalent.

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l. The facility has not received DOD wastes under DLA Disposition Services contract(s) for a period of 12 or more consecutive months.

m. The facility operates in a manner that is not IAW this contract.

n. The facility does not have or does not enforce 24-hour security measures.

o. The facility does not allow access to a Government representative or third party Contractor to conduct a site visit or audit.

5.3 TRANSPORTER REMOVAL

At any time during the period of this contract, the Government will remove a transporter from the QTL if any of the following apply:

a. The transporter does not have the appropriate permits to transport hazardous or non-hazardous Federal/state/local property turned in under this contract.

b. Transporter has not provided documentation of at least a "satisfactory" rating from state DOT Office of Motor Carriers (OMC) or equivalent. Should conflicting ratings be assigned, the most recent inspection will take precedence. For transporters used outside the United States where DOT regulations do not apply, an OMC satisfactory rating is not required. All other requirements cited are applicable.

c. The transporter has exhibited a history of noncompliance.

d. The transporter received an administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time of order or issuance of judicial action.

e. The transporter does not have or does not enforce 24-hour security measures.

f. The transporter manages property in a manner that causes the Generator of the manifest to file exception reports IAW 40 CFR § 262.42 or state equivalent.

g. Transporter transfer locations are unable to track property from entry to exit.

h. The transporter has not shipped DOD wastes under DLA Disposition Services contract(s) for a period of 12 or more consecutive months.

i. The transporter comingles DOD and non-DOD waste prior to receipt at the manifested designated facility.

j. The transporter operates in a manner that is not IAW this contract.

6.0 ADDITIONAL REQUIREMENTS

6.1 INDEMNIFICATION

a. Upon receipt/removal of items from the various Government installations, the Contractor assumes full accountability and physical custody of such items.

b. DLA, its officials, agents, contractors, subcontractors, employees and representatives shall be held harmless from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts, omissions of the Contractor, its officers, directors, employees, agents, or subcontractors, in performing the Work pursuant to this contract. In addition, the Contractor agrees to pay the United States all costs incurred by the United States, including but not limited to attorney’s fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of the Contractor, its officers, directors, employees, agents, subcontractors and any persons acting on its behalf or under its control, in performing the Work pursuant to this contract.

c. The Contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of any law, regulation, order, right, or public or private enforcement program under which the government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney’s fees or any other requests for monies or any other type of relief arising from or incident to the the work performed pursuant to this contract.

d. The United States shall not be held out as a party to any contract entered into by or on behalf of the Contractor in performing the Work pursuant to this Contract. Neither Contractor nor any such subcontractors shall be considered an agent of the United States.

e. The United States shall give Contractor notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Contractor prior to settling such claim.

6.2 PACKAGING, MARKING AND LABELING

a. The Contractor shall package, mark, label and placard all items in such a manner that all applicable Federal, state, and local EPA and DOT regulations are met. Packaging, shipping names, marking, labeling, placarding, etc., under the terms of this contract will be IAW 49 CFR. The Contractor shall provide and affix the appropriate placards to each conveyance vehicle prior to leaving Government premises.

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b. The Contractor shall not package RCRA or state-regulated waste together with non-regulated waste.

6.3 PLACES OF GOVERNMENT INSPECTION

a. All services will at all times be subject to inspection by the contracting officer and his/her authorized representatives to include authorized contract audit companies. The Government and or its representatives shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any governmental entity or agency to the contractor or its subcontractors which are applicable to the performance of services under this contract; to inspect and test, at its own expense, transportation vehicles or vessels, containers, and disposal facilities provided by the contractor; and to inspect the handling, loading, transportation, storage and disposal operations conducted by the contractor or its subcontractors in the performance of this contract.

b. The Government and or its representatives shall be afforded free access to any facility used by the contractor and any subcontractors in performing services under this contract, including offices and facilities where contract-related records are retained. Government inspections of contractor facilities may be scheduled or unscheduled, i.e., announced or unannounced. The purpose of these inspections is to assist the Government in determining the conformance of services with contract requirements.

c. The contractor is solely and exclusively responsible for the quality of all services performed under this contract. The Government's right to conduct inspections at Government, contractor, or subcontractor facilities does not relieve the contractor of this responsibility. Neither Government failure to make such inspection, nor failure to discover nonconforming services, shall prejudice the rights of the Government thereafter to reject services, nor relieve the contractor of its obligation to perform work strictly in accordance with the contract.

d. The contractor, in its agreements with subcontractors, shall ensure that the inspection rights described herein are afforded the Government and or its representatives by each subcontractor performing services under this contract.

e. As part of the U.S. Government’s right to conduct inspection of services under this contract, it shall be allowed to obtain information from host nation regulators that may be relevant to assessing the contractor’s history of, or current, compliance with host nation environmental law and regulations.

6.4 CONTRACTOR REPRESENTATIVE

The contractor shall provide, in the space below, the name and telephone number of at least one responsible individual who will serve to respond to operational problems and emergencies on a twenty-four (24) hour basis. The contractor agrees that notice to the contractor representative(s) listed constitutes notice to the contractor, and agrees to be bound by any commitments or representations made by this representative.

NAME: Michael Strickland
TITLE: President
PHONE NUMBER: 405.695.1042
24 HOUR EMERGENCY NUMBER: 405.695.1042

6.5 INCIDENTAL FEES

Any incidental state or local fee, tax or penalty assessed against DoD/ DLA Disposition Services arising from the contractor’s decisions in the performance of this contract will be paid by the contractor, including, but not limited to: Any fee, tax, or penalty levied as a result of a contractor’s failure to prepare and provide reports and/or documents required as part of the performance of this contract.

6.6 MANPOWER REPORTING REQUIREMENTS

a. The Contractor shall report ALL Contractor and Subcontractor labor hours related to performance of services provided under this contract. The Enterprise Contractor Manpower Reporting Application (ECMRA) is designed to collect information on funding source, contracting vehicle, organization supported, mission and function performed, and labor hours and costs for contracted efforts providing services to the Department of Defense (DOD) from contractors and DOD activities requiring contracted services from supporting contracting offices. The Contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/.

b. Reporting inputs will be the labor executed during the period of performance during each Government fiscal year (FY), which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with the FY in which this contract was awarded. Contractors may direct questions to the EMCRA Help Desk at http://.www.ecmra.mil/.

6.7 CONTRACTOR ACCESS TO DLA DISPOSITION SERVICES SITES

The contracting officer may authorize the contractor to obtain a Common Access Card (CAC) in order to perform work under this contract. The contractor must provide a justification to the contracting officer for why a CAC is required for performance. If a CAC is approved for the contract the forms (SF 85P, SAAR-DD2875, the DLA Information Assurance General Rules of Behavior, OF306, fingerprint card, and copy of birth certificate, passport or naturalization papers) will be submitted to the address below. See SP450019D0014 Attachment 3 for more information on Common Access Card Procedures.

Any questions in regards to the forms, or for fingerprint cards, please contact Linda Brown at (269) 961-7102 or linda.j.brown@dla.mil.
Hart-Dole-Inouye Federal Center
74 North Washington Avenue
Battle Creek, MI 49037-3092

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7.0 PERIOD OF PERFORMANCE INCLUDING DISPOSAL AND REMOVAL

a. The Contractor shall begin contract performance upon issuance of each written TO and provide all services listed on the Price Schedule in accordance with all terms and conditions of this contract. TOs against this contract may be written for a period of 60 months from date of award.

b. Standard removal and performance timeframe for all sites is 21 calendar days from the date of order issuance unless otherwise specified. Removals, regardless of their performance timeframe, will not commence until the COR COTRor other Government representative has confirmed the identity of the driver via a current Commercial Driver's License (CDL). Disposal of all items identified in this contract shall be completed as follows; within two hundred twenty-five (225) calendar days after issuance of each written TO for hazardous items with a final disposal method other than destructive incineration. For hazardous items that must be disposed of via destructive incineration, disposal of all items shall be completed within three hundred fifteen (315) calendar days after issuance of each written TO.

EXPEDITED REMOVAL/PERFORMANCE:
CLINs 6335 & 6345, 1-Day Expedite (Paperwork due Before Performance);
CLINs 6334 & 6344, 3-Day Expedite (Paperwork due 1 Day Prior to Performance);
CLINs 6333 & 6343, 5-Day Expedite (Paperwork due 2 Days Prior to Performance);
CLINs 6332 & 6342, 7-Day Expedite (Paperwork due 4 Days Prior to Performance); and
CLINs 6331 & 6341, 10-Day Expedite (Paperwork due 5 Days Prior to Performance).

8.0 DOCUMENTATION REQUIREMENTS, DLA DISPOSITION SERVICES ACCEPTANCE, INVOICING AND TRACKING

8.1 SUBMISSION OF DOCUMENTATION TO FACILITATE ACCEPTANCE FOR PAYMENT

a. The Contractor shall submit one invoicing packet, via email, for all line items listed on the Task Order (TO) after waste has been received at the First TSDF/Recycler as designated on the pickup manifests and/or services have been completed.

b. PRIOR to submission of invoicing packet, the Contractor shall coordinate with the COR to ensure:
1. Return copies of all shipping papers have been received by the COR.
2. All modifications, changes, and/or updates have been completed.

c. An invoicing packet shall consist of:
1. Manifest Tracking Log (DLA Form 2505)
(a) Must use the most up-to-date official form, which can be located at http://www2.dla.mil/officialforms/pages/DLAformsinventory.html.
(b) Must be in line item order.
(c) All header fields and columns 1 through 13 must be completed, and correct (use N/A if a data field does not apply).
(d) Must reflect all changes on modification paperwork.

2. Pick-up Report (DD Form 1155)
(a) A short-form Business Objects report (sorted by CLIN) may be used in lieu of the original DD Form 1155 provided it was issued by the COR and it includes the 1st, 2nd, and signature page(s) of the original DD form 1155.
(b) Must be in line item order.
(c) All data fields must be completed (use N/A if data field does not apply), and all applicable signature fields signed.

3. All return shipping documents, which include but are not limited to, Uniform Hazardous Waste Manifests, Non-Hazardous Waste Manifests must be complete, accurate, and legible, and will include:
(a) Correct EPA ID number(s) for the Generator, Transporter and the TSDF/RECYCLER (or a Mock EPA ID number when no EPA ID number exists).
(b) The contract and task order number.
(c) Signatures and dates from the Generator, the Transporter and the accepting facility.

4. Copies of all modifications, if applicable.

d. The invoicing packet shall be submitted to DLADispSvcsManifesttracking@dla.mil using the following guidance: ("FY" should be replaced with the two digit fiscal year)
1. Subject line shall be formatted Contract Number-Task Order Number, Company Name (e.g., SP4500FYDXXXX - SP4500FYFXXXX, Waste Pickup Co.).
2. Attachments shall be named Contract Number-Task Order Number (e.g., SP4500FYDXXXX - SP4500FYFXXXX).
3. ONLY packets that exceed 15MB in size are authorized to be split into separate emails using the following guidance:
(a). Emails shall be numbered at the end of the subject line to identify a multiple email submission (e.g., SP4500FYDXXXX - SP4500FYFXXXX, Waste Pickup Co. 1/3).
(b) Attachment names shall receive a lowercase letter as a suffix to identify a multiple attachment packet (e.g., SP4500FYDXXXX - SP4500FYFXXXX a).
4. Each email submitted shall contain only one file.

e. Packets received by the tracking department that do not meet these requirements will be rejected.
1. Rejected packets must be resubmitted in their entirety.
2. Reviews will not be continued after the first discrepancy is identified.

8.2 ACCEPTANCE AND INVOICING

a. For purposes of payment only, all disposal/recycling CLINs are considered accomplished on the date the items are accepted by the First TSDF/Recycler, other than those pertaining to regulated PCBs and DEMIL property, properly permitted, qualified TSDF/Recycler. For regulated PCBs and DEMIL property all shipping documents to the final TSDF/

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Recycler shall be provided prior to payment. For service "6000 Series" CLINs, the services are considered accepted on the date the COR inputs the service into DSS/HMMS. The Contractor will not provide the Paying Office an invoice for services or products provided. The contractor will be paid using the Evaluated Receipt Settlement (ERS) process, wherein the Manifest Payment Approval (MPA) will be used as both a goods receipt and an invoice. Payment to the Contractor will be made through Electronic Funds Transfer (EFT) in accordance with the Prompt Payment Act.

b. For any discrepancies in payment, contact j8bvendorpayments@dla.mil. (NOTE: DLA Forms 2505 and 2505-1 replace DRMS Forms 1683 and 1683-1.)

8.3 RESERVED

8.4 REMEDIES FOR NON-COMPLIANCE

a. Failure to submit complete documentation for payment on a task order will result in no payment on the entire task order. Payment may be approved upon resubmission of the correct documentation for all line items on the task order. The Government, at the discretion of the KO, can utilize other remedies including those indicated below.

b. Note that consideration pursuant to FAR 52.212-4(a) can be taken against any open task order under the contract, not necessarily the task order with documented deficiencies. In addition, consideration may also be taken against another contract if there are no open task orders on the subject contract.

c. By submitting for payment in accordance with the above terms including any post-payment documentation requirements, the Contractor certifies that all services, including receipt at initial qualified TSDF and ultimate disposition of the items, conform in all respects with contract requirements.

d. The Contractor shall comply with the requirements of FAR Subpart 42.12 with regard to a company change-of-name, and agree in writing to the timeline and procedures specified by the responsible KO. The Contractor must provide the KO with documentation to support the legally changed company name.

9.0 CONTRACT MINIMUM/MAXIMUM

This is a firm-fixed price indefinite quantity contract. The minimum for the base period shall be $25,000.00. The maximum for the base and each of the priced options shall be 200% of the estimated value of the period. There is no contract minimum for any option period if included in the contract.

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Form

FAR 52.219-14 -- LIMITATIONS ON SUBCONTRACTING. (JAN 2019) (DEVIATION 2019-O0003)

FAR 52.219-14 Limitations on Subcontracting (DEVIATION 2019-O0003)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. As used in this clause --

"Similarly situated entity" means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award and that is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(c) Applicability. This clause applies only to --

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Agreement. By submission of an offer and execution of a contract, the Offeror/Contractor agrees in performance of the contract in the case of a contract for --

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

Part 12 Clauses

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS

52.203-3 GRATUITIES (APR 1984) FAR

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2019) FAR

As prescribed in 12.301(b)(4), insert the following clause:

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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Part 12 Clauses (CONTINUED)

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[**Contracting Officer check as appropriate**].

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S. C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) Reserved.

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) Reserved.

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) Reserved

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Nov 2016) of 52.219-9.

(v) Alternate IV (Nov 2016) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages --Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

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Part 12 Clauses (CONTINUED)

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(26) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA -Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

(38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of 52.223-13.

(39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

(45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(46) 52.225-1, Buy American --Supplies (May 2014) (41 U.S.C. chapter 83).

(47)(i) 52.225-3, Buy American --Free Trade Agreements --Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S. C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

(48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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Part 12 Clauses (CONTINUED)

(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer --System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer --Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Contracting Officer check as appropriate.

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards --Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Requirements (May 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

X (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records --Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further

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Part 12 Clauses (CONTINUED)

subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xviii)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) DFARS

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) FAR

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) FAR

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS

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Part 12 Clauses (CONTINUED)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016) DFARS

52.204-9000 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JUL 2015) DLAD

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) FAR

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

As prescribed in 16.506(b), insert a clause substantially the same as follows:

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **$5,000.00** [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of **$200,000.00** [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of **$400,000.00** [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within **10** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

As prescribed in 16.506(e), insert the following clause:

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the 360th day after contract ends** [insert date].

(End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

As prescribed in 216.506(a), use the following clause:

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the

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Part 12 Clauses (CONTINUED)

individuals or activities designated in the contract schedule. Such orders may be issued from **contract award/effective date** through **contract expiration** *[insert dates]*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) (1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued"when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) FAR

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **14 days** [insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR

a) The Government may extend the term of this contract by written notice to the Contractor within **7 days** [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **14 days** days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months** (months) (years).

(End of clause)

252.219-7009 SECTION 8(a) DIRECT AWARD (SEP 2007) DFARS

As prescribed in 219.811-3(1), use the following clause:

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Wichita District Office

[To be completed by the Contracting Officer at the time of award]

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

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Part 12 Clauses (CONTINUED)

252.219-7010 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS—PARTNERSHIP AGREEMENT (DEVIATION 2019-O0003) (JAN 2019) DFARS

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the Offeror's approved business plan is on file and serviced by **Wichita District Office**. [*Contracting Officer completes by inserting the appropriate SBA District and/or Regional Office(s) as identified by the SBA*.]

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. Unless SBA has waived the requirements of paragraphs (d)(1)(i) through (iii) of this clause in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall --

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a Emanner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) Paragraph (d)(1) of this clause does not apply to construction or service contracts.

(3) The **C&C Environmental, Inc.** [insert name of SBA's contractor] will notify the **DLA Disposition Services** [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013) DFARS

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

As prescribed in 243.205-71, use the following clause:

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

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Part 12 Clauses (CONTINUED)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

(1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) DFARS

Attachments

List of Attachments

File Name	Description
ATTACH_Attachment_1_Price_Schedule	SP450019D0014 Attachment 1 - Price Schedule.p
ATTACH_Attachment_2_Pickup_Points	SP450019D0014 Attachment 2 - Pickup Points.pd
ATTACH_Attachment_3_CAC_Procedures	SP450019D0014 Attachment 3 - Common Access Ca
ATTACH_Attachment_4_APLs	SP450019D0014 Attachment 4 - APLs.pdf