

# **Exhibit C**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		<b>PAGE 1 OF 11</b>	
2. CONTRACT NO. SP4500-19-D-0013		3. AWARD/EFFECTIVE DATE 2019 MAY 29		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY  DLA DISPOSITION SERVICE - EBS DLA DISP SVCSS HAZ CONTRACT 74 NORTH WASHINGTON BATTLE CREEK MI 49037-3092 USA Local Admin: Stephen Ngotho DSN0019 Tel: 269-961-5465 Email: Stephen.Ngotho@dla.mil				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 562211 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS  Net 30 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  SEE SCHEDULE		16. ADMINISTERED BY  SEE BLOCK 9 Criticality: PAS : None		17. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
17a. CONTRACTOR/ OFFEROR  Heritage Environmental Services, LLC 7901 W Morris St INDIANAPOLIS IN 46231-1366 USA  TELEPHONE NO. 3174862795		18a. PAYMENT WILL BE MADE BY  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. <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		See Schedule					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$5,379,093.94	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
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 0000-00-00. 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) 			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) Daniel Schuermann Daniel.Schuermann@dla.mil		31c. DATE SIGNED 2019 MAY 29	

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

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL    ☐ FINAL☐ COMPLETE    ☐ PARTIAL    ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (*Print*)42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS		
THIS AWARD CONSISTS OF THE FOLLOWING DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:		
<ol style="list-style-type: none"><li>1. Manifest Tracking Log (DLA FORM 2505) (OCT 13) <a href="http://www2.dla.mil/officialForms/files1/DL2505.pdf">http://www2.dla.mil/officialForms/files1/DL2505.pdf</a></li><li>2. Certificate of Recycling (APR 2004) <a href="http://www.dla.mil/Portals/104/Documents/DispositionServices/hazardous/Certificate_of_Recycling.doc">www.dla.mil/Portals/104/Documents/DispositionServices/hazardous/Certificate_of_Recycling.doc</a></li><li>3. DoL Wage Determination (96-0223) Revision 45, dated 04/02/2019 <a href="https://www.wdol.gov/wdol/scafiles/non-std/96-0223.sca?v=45">https://www.wdol.gov/wdol/scafiles/non-std/96-0223.sca?v=45</a></li><li>4. Hazardous Waste Profile Sheet (DLA FORM 2511 (NOV 16) <a href="http://www2.dla.mil/officialforms/files1/DL2511.pdf">http://www2.dla.mil/officialforms/files1/DL2511.pdf</a></li><li>5. Performance Work Statement (PWS)</li><li>6. Price Schedule</li></ol>		
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**Form****TECHNICAL REQUIREMENTS**

THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER IN SECTION B) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

**PID Data - Custom Clause**

Insert (copy and paste) text for - PID information here

**Part 12 Clauses****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:

(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].**

☒ (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).

(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.)

☒ (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).

☒ (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).

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

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<p><b>Part 12 Clauses (CONTINUED)</b></p> <p>(10) Reserved.</p> <p>(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).</p> <p>(ii) Alternate I (Nov 2011) of 52.219-3.</p> <p>(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).</p> <p>(ii) Alternate I (Jan 2011) of 52.219-4.</p> <p>(13) Reserved</p> <p>(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).</p> <p>(ii) Alternate I (Nov 2011).</p> <p>(iii) Alternate II (Nov 2011).</p> <p>(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).</p> <p>(ii) Alternate I (Oct 1995) of 52.219-7.</p> <p>(iii) Alternate II (Mar 2004) of 52.219-7.</p> <p>(16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).</p> <p><b>X</b> (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).</p> <p>(ii) Alternate I (Nov 2016) of 52.219-9.</p> <p>(iii) Alternate II (Nov 2016) of 52.219-9.</p> <p>(iv) Alternate III (Nov 2016) of 52.219-9.</p> <p>(v) Alternate IV (Nov 2016) of 52.219-9.</p> <p>(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).</p> <p>(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).</p> <p><b>X</b> (20) 52.219-16, Liquidated Damages --Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).</p> <p>(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).</p> <p>(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).</p> <p>(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)).</p> <p>(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)).</p> <p><b>X</b> (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).</p> <p>(26) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).</p> <p><b>X</b> (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).</p> <p><b>X</b> (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).</p> <p><b>X</b> (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).</p> <p><b>X</b> (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).</p> <p><b>X</b> (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).</p> <p><b>X</b> (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).</p> <p><b>X</b> (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).</p> <p>(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).</p> <p>(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.)</p> <p>(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.)</p> <p>(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.)</p> <p>(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).</p> <p>(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).</p> <p>(38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).</p> <p style="text-align: right;"><b>CONTINUED ON NEXT PAGE</b></p>		

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<p><b>Part 12 Clauses (CONTINUED)</b></p> <p>(ii) Alternate I (Oct 2015) of 52.223-13.</p> <p>(39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).</p> <p>(ii) Alternate I (Jun 2014) of 52.223-14.</p> <p>(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).</p> <p>(41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).</p> <p>(ii) Alternate I (Jun 2014) of 52.223-16.</p> <p><b>X</b> (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).</p> <p>(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).</p> <p>(44) 52.223-21, Foams (Jun 2016) (E.O. 13693).</p> <p>(45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).</p> <p>(ii) Alternate I (JAN 2017) of 52.224-3.</p> <p>(46) 52.225-1, Buy American --Supplies (May 2014) (41 U.S.C. chapter 83).</p> <p>(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).</p> <p>(ii) Alternate I (May 2014) of 52.225-3.</p> <p>(iii) Alternate II (May 2014) of 52.225-3.</p> <p>(iv) Alternate III (May 2014) of 52.225-3.</p> <p>(48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).</p> <p>(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).</p> <p>(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).</p> <p>(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).</p> <p>(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).</p> <p>(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)).</p> <p>(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).</p> <p><b>X</b> (55) 52.232-33, Payment by Electronic Funds Transfer --System for Award Management (Jul 2013) (31 U.S.C. 3332).</p> <p>(56) 52.232-34, Payment by Electronic Funds Transfer --Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).</p> <p>(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).</p> <p>(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).</p> <p><b>X</b> (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).</p> <p>(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).</p> <p>(ii) Alternate I (Apr 2003) of 52.247-64.</p> <p>(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:</p> <p>Contracting Officer check as appropriate.</p> <p>(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).</p> <p><b>X</b> (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).</p> <p><b>X</b> (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).</p> <p><b>X</b> (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).</p> <p>(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).</p> <p>(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).</p>		
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**Part 12 Clauses (CONTINUED)**

(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 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).

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**Part 12 Clauses (CONTINUED)**

(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)

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

**252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS**

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

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

**252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS**

**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**

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

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

**252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (JUN 2018) DFARS**

**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 **\$1,000** [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** [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of **\$400,000** [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within **7** 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

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**Part 12 Clauses (CONTINUED)**

paragraph (b), unless that order (or orders) is returned to the ordering office within **3** 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)

**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 individuals or activities designated in the contract schedule. Such orders may be issued from 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)

**52.216-22 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 **360 days after contract expiration** [insert date].

(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 **7 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 **5 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 **15 days** [60 days unless a different number of days is inserted] before the contract expires. The preliminary

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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 (5 Years)** (months) (years).

(End of clause)

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR****252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****52.233-3 PROTEST AFTER AWARD (AUG 1996) 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)

(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****52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

As prescribed in [52.107\(b\)](#), insert the following clause:

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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(End of clause)

**52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR****Attachments****List of Attachments**

File Name	Description
ATTACH_PWS	AFFF PWS.pdf
ATTACH_Price_Schedule	Copy of West 5-yr Price Sched No NR91 Update
ATTACH_List_of_Attachments	List of Documents, Attachments.pdf
ATTACH_SP450019D0013 ____ Signed	SP450019D0013 - Heritage - Signed.pdf

DLA AFFW West Price Schedule: 30-Month Base Period							
Base CLIN	Disposal CLIN Descriptions	CLIN	Estimated Quantity	U/I	Unit Price	Extended Price	Notes for Convenience During Solicitation
NR93	Non-RCRA, AFFW Concentrate Liquid for RCRA Incineration, Pumpable, Unused or >10% AFFW Product. (See 1.2.10.3). ● Physical State: Liquid. ● Permissible EPA Waste Codes: N/A.	NR93C1	1,217	EA	\$ 174.46	\$ 212,282.93	5-Gal Pails and Jugs, Metal or Poly
		NR93C2	6	EA	\$ 263.13	\$ 1,578.78	15-Gal Drums, Metal or Poly
		NR93C3	7	EA	\$ 348.58	\$ 2,509.78	30-Gal Drums, Metal or Poly
		NR93C4	356	EA	\$ 422.28	\$ 150,500.59	55-Gal Drums, Metal or Poly
		NR93C5	4	EA	\$ 633.42	\$ 2,280.31	95-Gal Over Pack (Salvage) Drums Only, Metal or Poly
		NR93B5	122,820	GL	\$ 8.50	\$ 1,043,970.00	Liquid in Totes and 1,500- to 5,000-Gal Bulk Liquid Loads
NR94	Non-RCRA, AFFW Rinsate or Contaminated Water for RCRA Incineration, Pumpable, >90% Water. (See 1.2.10.3). ● Physical State: Liquid. ● Permissible EPA Waste Codes: N/A.	NR94C1	80	EA	\$ 167.92	\$ 13,400.02	5-Gal Pails and Jugs, Metal or Poly
		NR94C2	8	EA	\$ 254.21	\$ 1,982.84	15-Gal Drums, Metal or Poly
		NR94C3	15	EA	\$ 334.04	\$ 5,010.60	30-Gal Drums, Metal or Poly
		NR94C4	150	EA	\$ 402.88	\$ 60,432.00	55-Gal Drums, Metal or Poly
		NR94C5	2	EA	\$ 604.33	\$ 1,087.79	95-Gal Over Pack (Salvage) Drums Only, Metal or Poly
		NR94B5	411,254	GL	\$ 8.50	\$ 3,495,662.40	Liquid in Totes and 1,500- to 5,000-Gal Bulk Liquid Loads
CLIN	Special Services CLIN Descriptions	CLIN	Est. Qty	U/I	Unit Price	Extended Price	Special Services Notes
6314TP	Provide new 275-gallon caged plastic tote within 21 calendar days. (See 3.1).	6314TP	770	EA	\$ 370.00	\$ 285,048.00	May be ordered in any quantity. One (1) each (EA) = 1 Tote
6314TQ	Provide new 275-gallon caged plastic tote within 14 calendar days. (See 3.2).	6314TQ	16	EA	\$ 578.75	\$ 9,028.50	May be ordered in any quantity. One (1) each (EA) = 1 Tote
6314TR	Provide new 275-gallon caged plastic tote within 7 calendar days. (See 3.3).	6314TR	77	EA	\$ 578.75	\$ 44,448.00	May be ordered in any quantity. One (1) each (EA) = 1 Tote
6333AG	Surcharge for expedited <b>containerized</b> waste removal within 15 calendar days. (See 3.7).	6333AG	7	EA	\$ 3,901.00	\$ 25,746.60	Standard removal time is 30 calendar days for containers including totes via box truck/van trailer.
6333AH	Surcharge for expedited <b>bulk</b> waste removal within 7 calendar days. (See 3.8).	6333AH	5	EA	\$ 3,901.00	\$ 18,724.80	Standard removal time is 15 calendar days for bulk liquids via tanker/vacuum truck and solids via rolloff box.
6319AF	Surcharge for additional waste removal and/or delivery of tote(s). (See 3.9).	6319AF	5	EA	\$ 1,000.00	\$ 5,400.00	Applied to "repeat" container, bulk liquid, and bulk solid removals, and tote deliveries (with exceptions). (See 3.X).

Total: \$ 5,379,093.94

CLIN	Suffix:	Description:	UM
Container Size:	C1	5-Gal	EA
Container Size:	C2	15-Gal	EA
Container Size:	C3	30-Gal	EA
Container Size:	C4	55-Gal	EA
Container Size:	C5	95-Gal OP	EA
Container Size:	C6	CYB	EA
Bulk Solids Loads w/ Net Weight of Waste:	B1	<10K LB	LB
Bulk Solids Loads w/ Net Weight of Waste:	B2	10-20K LB	LB
Bulk Solids Loads w/ Net Weight of Waste:	B3	20-30K LB	LB
Bulk Solids Loads w/ Net Weight of Waste:	B4	>30K LB	LB
Bulk Liquid Loads w/ Net Gallons of Waste:	B5	Bulk Gal	GL
Lightweight Bulk Solids Loads w/ Net Volume:	B6	Cubic Yards	CD

Overpack Drums Only  
Also Military Tri-Wall Box

1,500-GL Minimum Charge  
15-Yd<sup>3</sup> Minimum Charge

DLA AFFF West Price Schedule: 30-Month Option Period							
Base CLIN	Disposal CLIN Descriptions	CLIN	Estimated Quantity	U/I	Unit Price	Extended Price	Notes for Convenience During Solicitation
NR93	Non-RCRA, AFFF Concentrate Liquid for RCRA Incineration, Pumpable, Unused or >10% AFFF Product. (See 1.2.10.3). ● Physical State: Liquid. ● Permissible EPA Waste Codes: N/A.	NR93C1	811	EA	\$ 183.19	\$ 148,603.73	5-Gal Pails and Jugs, Metal or Poly
		NR93C2	4	EA	\$ 276.29	\$ 1,105.16	15-Gal Drums, Metal or Poly
		NR93C3	5	EA	\$ 366.01	\$ 1,756.85	30-Gal Drums, Metal or Poly
		NR93C4	238	EA	\$ 443.39	\$ 105,349.46	55-Gal Drums, Metal or Poly
		NR93C5	2	EA	\$ 665.09	\$ 1,596.22	95-Gal Over Pack (Salvage) Drums Only, Metal or Poly
		NR93B5	81,880	GL	\$ 8.86	\$ 725,456.80	Liquid in Totes and 1,500- to 5,000-Gal Bulk Liquid Loads
NR94	Non-RCRA, AFFF Rinsate or Contaminated Water for RCRA Incineration, Pumpable, >90% Water. (See 1.2.10.3). ● Physical State: Liquid. ● Permissible EPA Waste Codes: N/A.	NR94C1	53	EA	\$ 176.32	\$ 9,380.22	5-Gal Pails and Jugs, Metal or Poly
		NR94C2	5	EA	\$ 266.92	\$ 1,387.98	15-Gal Drums, Metal or Poly
		NR94C3	10	EA	\$ 350.74	\$ 3,507.40	30-Gal Drums, Metal or Poly
		NR94C4	100	EA	\$ 423.03	\$ 42,303.00	55-Gal Drums, Metal or Poly
		NR94C5	1	EA	\$ 634.54	\$ 761.45	95-Gal Over Pack (Salvage) Drums Only, Metal or Poly
		NR94B5	274,170	GL	\$ 8.86	\$ 2,429,142.66	Liquid in Totes and 1,500- to 5,000-Gal Bulk Liquid Loads
CLIN	Special Services CLIN Descriptions	CLIN	Est. Qty	U/I	Unit Price	Extended Price	Special Services Notes
6314TP	Provide new 275-gallon caged plastic tote within 21 calendar days. (See 3.1).	6314TP	514	EA	\$ 388.50	\$ 199,533.60	May be ordered in any quantity. One (1) each (EA) = 1 Tote
6314TQ	Provide new 275-gallon caged plastic tote within 14 calendar days. (See 3.2).	6314TQ	10	EA	\$ 607.69	\$ 6,319.98	May be ordered in any quantity. One (1) each (EA) = 1 Tote
6314TR	Provide new 275-gallon caged plastic tote within 7 calendar days. (See 3.3).	6314TR	51	EA	\$ 607.69	\$ 31,113.73	May be ordered in any quantity. One (1) each (EA) = 1 Tote
6333AG	Surcharge for expedited <b>containerized</b> waste removal within 15 calendar days. (See 3.7).	6333AG	4	EA	\$4,096.00	\$ 18,022.40	Standard removal time is 30 calendar days for containers including totes via box truck/van trailer.
6333AH	Surcharge for expedited <b>bulk</b> waste removal within 7 calendar days. (See 3.8).	6333AH	3	EA	\$4,096.00	\$ 13,107.20	Standard removal time is 15 calendar days for bulk liquids via tanker/vacuum truck and solids via rolloff box.
6319AF	Surcharge for additional waste removal and/or delivery of tote(s). (See 3.9).	6319AF	4	EA	\$1,050.00	\$ 3,780.00	Applied to "repeat" container, bulk liquid, and bulk solid removals, and tote deliveries (with exceptions). (See 3.X).

Total: \$ 3,742,227.83

CLIN	Suffix:	Description:	UM
Container Size:	C1	5-Gal	EA
Container Size:	C2	15-Gal	EA
Container Size:	C3	30-Gal	EA
Container Size:	C4	55-Gal	EA
Container Size:	C5	95-Gal OP	EA
Container Size:	C6	CYB	EA
Bulk Solids Loads w/ Net Weight of Waste:	B1	<10K LB	LB
Bulk Solids Loads w/ Net Weight of Waste:	B2	10-20K LB	LB
Bulk Solids Loads w/ Net Weight of Waste:	B3	20-30K LB	LB
Bulk Solids Loads w/ Net Weight of Waste:	B4	>30K LB	LB
Bulk Liquid Loads w/ Net Gallons of Waste:	B5	Bulk Gal	GL
Lightweight Bulk Solids Loads w/ Net Volume:	B6	Cubic Yards	CD

Overpack Drums Only  
Also Military Tri-Wall Box

1,500-GL Minimum Charge  
15-Yd<sup>3</sup> Minimum Charge

DLA AFFF Contract  
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## **0.0 PERFORMANCE WORK STATEMENT**

a. Contractor work will consist largely of the removal, transportation, treatment and disposal of Aqueous Film-Forming Foam (AFFF) related wastes, characterized as non-hazardous, non-RCRA waste at the time of award of this contract. The Government may also order the delivery of 275-gallon Intermediate Bulk Containers (IBCs/totes) prior to waste removal at some locations. DLA Disposition Services will order the removal, transportation and disposal of AFFF-related liquid and solid wastes, both containerized and bulk, from Department of Defense (DOD) and Department of Homeland Security (DHS) installations as identified in the following Continental United States: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

b. Pricing for each disposal Contract Line Item Number (CLIN) will include all labor, removal, transportation, disposal, and required documentation of waste represented by each CLIN. Payment for containerized waste (i.e., pails, drums, boxes) will be based upon container size and ordered as each (EA). Payment for waste removed in Intermediate Bulk Containers (IBCs/totes) will be based upon the full volumetric capacity (e.g., 275 gallons) of the IBC/tote, and will be ordered in gallons (GL). Payment for removal of bulk liquids via tanker or vacuum truck will be based upon actual gallons (GL) removed with a 1,500-gallon minimum charge per Task Order (TO). Payment for bulk heavy solids will be based upon actual pounds (LB) removed. Payment for bulk lightweight solids will be based upon cubic yards (CD) with a 15-CD minimum charge for a 20-CD rolloff box. Refer to Sections 1.2.10 and 1.2.11 for details.

c. The Government agrees that all items placed on a TO on this contract will be accompanied by documentation and markings that comply with all applicable federal, state, and local laws and regulations relating to the generation and storage of waste. The Contractor shall deliver the services required by this contract in accordance with (IAW) all federal, state, and local laws and regulations, DOD Instructions, the installation's operating Permit, and all other terms and conditions contained herein. These services shall include the compilation and submission of all documentation required by this contract.

d. The Government agrees that all items placed on a TO under this contract will conform to the corresponding waste profiles, be distinctly labeled, and be packaged in containers that sufficiently contain the waste for transportation and storage. Labeling and packaging will be compliant with all local, state, and/or federal regulations that may apply.

e. The Contractor agrees to provide all services necessary for the safe transportation, treatment and disposal of the items listed in the Bid 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 compilation and submission of all documentation required by this contract. Every item ordered for destruction and disposal is being discarded by the Government and will require thermal destruction via incineration at a fully RCRA permitted Treatment, Storage, and Disposal Facility (TSDF). Under no circumstances will any items be sold, transferred, donated, or used for personal or commercial uses.

f. The 6-character *disposal* CLIN consists of two parts: The "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 "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. See link at <http://www.dla.mil/DispositionServices/Offers/Disposal/HazardousWaste/HazWasteDisposal.aspx> to view the Master Base CLIN Catalog, CLIN Suffix Table, and Profile-Based CLIN Overview.

(1) Example #1: Base CLIN “NR91” represents Non-RCRA AFFF-Contaminated Solids/Sludges/Debris for RCRA Incineration, e.g., Soil, PPE, Filter Media, and the CLIN suffix “C4” designates the unit of measure as a 55-Gallon Container. Accordingly, one (1) 55-gallon drum of this waste would be represented by ordering one (1) EA of CLIN NR91C4, regardless of the actual volume contained in the drum. CLIN suffix “B4” designates the unit of measure as pounds (LB) for a bulk heavy solids load with a net weight that is greater than 30,000 pounds. Accordingly, for a bulk heavy solids load weighing 31,500 pounds, the Government would order 31,500 (LB) of CLIN NR91B4.

(2) Example #2: Base CLIN “NR93” represents Non-RCRA AFFF Concentrate Liquid for RCRA Incineration, Pumpable, Unused or >10% AFFF Product, and the CLIN suffix “C1” designates the unit of measure as a 5-Gallon Container. Accordingly, one (1) 5-gallon pail of this waste would be represented by ordering one (1) EA of CLIN NR93C1, regardless of the actual volume contained in the pail. Base CLIN NR93 is typically applied to unused product, normally turned-in in the original manufacturer’s packaging, or, unused product removed from installed equipment (e.g., hangar systems, storage tanks, and fire trucks) and repackaged by the Government.

(3) Example #3: Base CLIN “NR94” represents Non-RCRA AFFF Rinsate or Contaminated Water for RCRA Incineration, Pumpable, >90% Water, and the CLIN suffix “B5” designates the bulk liquid unit of measure as Gallons (GL). Accordingly, one (1) 275-gallon tote of this waste would be ordered as 275 (GL) of CLIN NR94B5, regardless of the actual volume contained in the tote. Alternatively, if removed via tanker or vacuum truck, a bulk liquid load consisting of an actual volume of 4,650 gallons would be represented by ordering 4,650 (GL) of CLIN NR94B5. Base CLIN NR94 is typically applied to rinsate generated after the removal of concentrate (Base CLIN NR93) from installed equipment (e.g., hangar systems, storage tanks, fire trucks) that have been subsequently rinsed, or, it can be used for contaminated ground or surface waters.

g. The Contractor will be required to obtain specific access credentials for all Contractor and Subcontractor personnel for installation access as required by the Installation’s Security Plans (ISP). The Contractor agrees that personnel and equipment are subject to safety and security inspections by Government personnel while on Federal property.

h. Photographic or image recording devices, and their media in any form, shall not be permitted. The Government will not be held accountable or liable for any confiscation, loss or damage caused to photographic or image recording devices, and/or the media found in violation of this requirement.

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 to those listed at the time of award.

j. Generators will ensure, and the Contractor will confirm that all non-DOT regulated waste containers are compatible with their contents and properly closed to fully contain their contents prior to shipment. Should AFFF-related materials become effectively regulated during the lifetime of this contract, Generators are required to offer all Department of Transportation (DOT) regulated waste in containers meeting specifications identified in 49 CFR Parts 100-185.

k. This multi-state, multi-site contract is for various military and Government activities related to the operations at DOD/DHS installations. Standard performance and removal timeframe for all *containerized* waste including IBCs/totes, at all sites is 30 calendar days from the date of order issuance unless otherwise coordinated with the contracting officer’s representative (COR). The standard removal

timeframe for all *bulk* liquids via tanker or vacuum truck is 15 calendar days, unless multiple bulk removals are required at a single location (e.g., holding ponds or Government-loaded stockpiles) under one TO. In this latter case, the work must commence within 15 calendar days from the date of order issuance, unless otherwise coordinated with the COR, and be fully removed within a timeframe that is reasonably agreeable to the Contractor and the COR.

l. The Contractor agrees that services will be provided during normal hours of operations at each installation, which are available upon request from the local/regional COR.

m. Within 14 calendar days after Award, the Contractor must provide the KO with a list referencing any and all intended interim and disposal TSDFs by Environmental Protection Agency (EPA) ID number for every disposal Base CLIN listed in the Bid Schedule of this contract. *See the Facility-CLIN Assignment Sheet*. The purpose for this is to ensure that those facilities have been assigned the AFFF-related CLINs in the Government tracking system, allowing TOs to be properly processed. The Contractor may utilize alternate qualified TSDFs during the course of this contract, but must first notify the KO.

## **0.1 INDEMNIFICATION**

Upon receipt/removal of items from the various Government installations, the Contractor assumes full accountability and physical custody of such items. The Government assumes no liability for any damage to the property of the Contractor, to the property of any person or public property, or for personnel injuries, illness, disabilities or death to the Contractor, Contractor's employees, and any other person subject to the Contractor's control or any other person including members of the general public; caused in whole or in part by, (a) the Contractor's breach of any term or provision of this contract; or, (b) any negligent or willful act or omission of the Contractor, its employees or Subcontractors in the performance of this contract. 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 RCRA, CERCLA, DOT, or any similar state enforcement program(s) 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 incidental to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

## **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 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. The Contractor shall provide Material Handling Equipment (MHE) and Personal Protective Equipment (PPE) unless otherwise stated, and must be appropriate to ensure safe handling of the waste. While operating on a DOD/DHS facility, Contractor-operated forklifts must meet specifications listed in the applicable facility 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 BASE CLIN SELECTION CRITERIA**

a. The Base CLIN selection for each waste stream under this contract is based on Generator knowledge and is determined by applying the following CLIN Selection Criteria:

(1) Base CLIN NR91 will be selected for non-RCRA, AFFF-contaminated solids, sludges, and/or debris, any of which may contain some free liquids, for RCRA incineration, e.g., soil, gravel, PPE, filter media, and tank bladders. See section 1.2.10.1.d for more information regarding tank bladders. No large rock or masonry debris greater than 10” in any dimension.

(2) Base CLIN NR93 will be selected for non-RCRA, AFFF concentrate liquid for RCRA incineration, pumpable, unused or greater than 10% AFFF product.

(3) Base CLIN NR94 will be selected for non-RCRA, AFFF rinsate or contaminated water for RCRA incineration, pumpable, greater than 90% water.

b. All wastes turned in under this contract are believed by the Government to contain or potentially contain unknown concentrations of per- or polyfluoroalkyl substances (PFASs) such as perfluorooctane sulfonate (PFOS) and/or perfluorooctanoic acid (PFOA). These constituents are not state or federally regulated at the time of award of this contract. Should they become regulated during the lifetime of this contract, the Government will not be responsible for additional costs incurred by the Contractor, unless more costly treatment and/or disposal requirements other than RCRA incineration are promulgated by the regulatory agency. For EPA guidelines, health advisories, and a “Technical Fact Sheet” [for PFOS and PFOA], go to <https://www.epa.gov/fedfac/technical-fact-sheet-perfluorooctane-sulfonate-pfos-and-perfluorooctanoic-acid-pfoa-0>.

#### **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 submitted to the Contracting Specialist. In addition, 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 CO. These modifications are only against TOs. No changes are made to the terms and conditions of the contract.

b. If after removal the Contractor asserts that an inappropriate CLIN has been assigned, the burden of proof lies with the Contractor to provide evidence that a different CLIN needs to be assigned or added to the contract. The Contractor must ensure that the waste in question shall not be treated or disposed of until the Government has made a final CLIN determination – otherwise the dispute is considered null and void. The Contractor must provide documentation electronically to the KO via the COR which supports 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. Written documentation solely requesting a CLIN addition without supporting documents will not be accepted. Supporting documentation does not include any documentation provided to the contractor prior to removal from the site except for comparison purposes to the documentation being provided that supports a CLIN change request. After receipt of the

supporting documentation, said documents will be reviewed to determine if adding a new CLIN is applicable. The Contractor will be notified by the KO of the final determination.

### **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 plans, licenses, permits, notifications, waste profiles, or reports, which result from a Contractor's management, transportation or disposal decision. If applicable, this includes acquiring any required permits or registrations necessary to operate on an 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. If applicable, this includes obtaining, and submitting to the COR and Generator, a copy of the TSDF notification required by 40 CFR, 264.12(b) prior to the removal of any regulated waste from the installation. 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 Generator and/or COR 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 and Generator.

b. Any incidental state or local fee, tax or penalty assessed against the Government 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.

c. If the Contractor uses a TSDF which requires the waste Generator(s) 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 the paragraph above.

d. The Contractor, their employees, agents or any Subcontractors 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, e.g., Pass and ID requirements, antiterrorist training, Environmental Management System (EMS) policies, range safety briefs and Government inspections of Contractor cranes and/or forklift training.

e. The Contractor and any Subcontractor(s) shall use only the facilities and transporters currently (at the time of shipment) listed in the DLA Disposition Services Qualified Facilities List (QFL) and Qualified Transporters List (QTL) per Section 5.0. The QFL and QTL can be found at the following link: <http://www.dla.mil/DispositionServices/Offers/Disposal/HazardousWaste/HazWasteDisposal.aspx>.

f. Under this contract, the Contractor may not ship waste outside of the United States for treatment and/or disposal unless first approved by the KO. If approved, any 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 will provide to the COR a current copy of the Acknowledgment of Consent (AOC) with all other required shipping documentation.

#### **1.1.2.1 REPORTING REQUIREMENTS**

a. If/when applicable, the Contractor shall prepare and provide a Summary Manifest Report, including the return copies of shipping documents (signed by the TSDF representative), to the Generator through the COR for filing with the state regulatory 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 their state.



b. The content of this Summary Manifest Report will be IAW 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.

b. At least five (5) business days prior to each removal, a completed advance copy of the manifest(s) shall be provided to the coordinating COR for pre-removal review, with the exception of an expedited removal under CLIN 6333AH, in which case the advance copy of the manifest will be provided within two (2) business days prior to removal (see 7.0.c). All documentation shall be clearly marked with the name of the servicing DLA Disposition Services Field Activity, the waste Generator activity site name and address, and the contract and TO number. Contractor emergency response information and 24-hour emergency phone number(s) shall also be identified on the manifest. If a block for emergency information is not provided on the manifest, this information shall be placed in the upper right-hand corner of each manifest.

### **1.1.4 NOTIFICATIONS**

a. Except as may otherwise be specified herein, the Contractor shall notify the COR or other Government representative at least five (5) business days BEFORE attempting site visits, providing services, or removal efforts.

(1) In addition to the notification above for removal efforts, 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 or email notice from the Contractor.

b. For TOs containing Special Services CLIN(s) 6314TP, 6314TQ, 6314TR, 6372DR, 6372MR, and/or CLIN 6333AG, the Contractor shall notify the COR or other coordinating Government representative at least five (5) business days prior to the scheduled delivery, provision, placement or removal. For TOs containing Special Services CLIN(s) 6372EE and/or CLIN 6333AH, the Contractor shall notify the COR or other coordinating Government representative at least two (2) business days prior to the scheduled delivery, placement or removal.

c. Written acknowledgement and agreement via email correspondence between the Contractor and the COR of a scheduled time and date for delivery, provision, placement or removal can serve as notification to the COR.

d. Rapid Gate and/or Defense Biometric Identification System (DBIDS) protocol may be mandatory for access to some DOD/DHS facilities. See 1.1.8 for further information. At some military installations, Contractors and 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 prior to departure from the pickup location. The driver shall provide the padlock and lock the trailer or tanker without assistance from the COR. Only waste(s) managed under this contract, or another DOD/DLA contract, may be transported onto other DOD installations.

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 CO. 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  
 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 CO. Under no circumstances shall any statement be released to the news media directly by the Contractor, their employees, agents, or any Subcontractors.

**1.1.8 RAPID GATE/DBIDS SECURITY INSTALLATION ACCESS**

a. Some installations utilize Rapid Gate for Contractor access to the installation. Rapid Gate requires a security background check for Contractors and Contractor employees and once approved, the individual has access to that installation for the length of the contract. Contractors and Contractor personnel must be enrolled in NCAC in order to access installations. There is a “per person/per location” fee. It takes approximately one month for initial company background investigations to be completed and enrollments to be processed. Any Rapid Gate Security fees shall be included in the pricing for this contract.

b. Navy and Marine Corps installations now require that all Contractors and their representatives be enrolled in Defense Biometric Identification System (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, their employees, agents, or any Subcontractors. For DBIDS enrollment information, go to: <https://www.cnmc.navy.mil/om/dbids.html>.

**1.1.9 ENVIRONMENTAL MANAGEMENT SYSTEM**

DLA Disposition Services implemented Environmental Management System (EMS) IAW ISO 14001:2004(E) and DOD/DLA policy requirements at all appropriate DLA Disposition Services facilities. The 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 the 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 and host DOD/DLA facility programs. Contractors and their personnel are required to be aware that each DLA Disposition Services facility has an EMS and to be aware of related policies to perform work and/or gain access to an installation. Each DLA Disposition Services 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 facility’s EMS program. Contractors may request current copies of EMS information identified in this paragraph by contacting the local COR.



#### **1.1.10 CONTRACTOR PERSONNEL**

All Contractor personnel performing work under this contract shall be qualified through training and experience, commensurate with the duties being fulfilled, to the minimum requirements under relevant 29CFR (OSHA), 40CFR (EPA), 49CFR (DOT), and EM 385 regulations and standards. 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, the Contractor shall provide proof that these credentials were met.

#### **1.1.11 CERTIFICATES OF DISPOSAL/DESTRUCTION**

a. The Contractor will *not* be required to provide Certificates of Disposal/Destruction (CDs) under this contract. The Contractor will provide and the Government will utilize return manifest copies indicating Method Management Code H040 (Incineration – thermal destruction other than use as a fuel) as proof of destruction and disposal. (See 1.3.1)

### **1.2 REMOVAL**

#### **1.2.1 PACKAGING, MARKING AND LABELING**

a. Prior to loading the transporter's vehicle, the Contractor will mark and label all containers in such a manner that all applicable federal, state, and local regulations are met. Packaging, proper shipping names, marking, labeling, etc., under the terms of this contract will be IAW 49 CFR and 40 CFR.

b. The Contractor shall provide and affix the appropriate placards and markings as applicable to each vehicle prior to leaving Government premises.

#### **1.2.2 GOVERNMENT INSPECTIONS**

a. All services will at all times be subject to inspection by the KO and 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 IAW 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 Government's right to conduct inspection of services under this contract, it shall further be allowed to obtain information from federal, state, and/or local regulators that may be relevant to assessing the Contractor's history of, or current compliance with environmental laws and regulations.

### **1.2.3 SPILL RESPONSIBILITY**

a. The Contractor and/or Subcontractor shall have a serviceable, compatible, and operable spill kit on hand during movements of items to capture and contain any potential spills or releases. The Contractor is solely responsible for the proper cleanup and disposal of any spills or releases occurring during the performance of this contract as a result of actions attributed to its agents, employees, or Subcontractors. This includes spills caused by Contractor-provided defective totes. Cleanup scope will be to the satisfaction of the Government, and at no additional cost to the Government. Residues from such cleanups shall be removed off-site within 24 hours of the cleanup completion. The Contractor shall prepare and provide a separate manifest for the spill residue removals.

b. The Contractor shall report all such spills or releases, regardless of their quantity, to the COR (if not already present) and to the KO immediately upon discovery. The Contractor shall adhere to all installation spill reporting and clean-up requirements. A written follow-up report shall be submitted to the KO 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 or state reportable, and if so, whether it was reported
- (3) Approximate time and location of spill, including a description of the area involved
- (4) Containment and cleanup procedures initiated or to be initiated
- (5) Summary of any communications Contractor has had with anyone other than the CO.
- (6) Disposition of the cleanup residue

c. In the event that the Contractor causes a release of any hazardous material, including gases, and the release is not considered "incidental" as defined below, the Contractor shall immediately call the installation Police/Fire Dispatch, and notify the COR or other Government representative to provide available information on the spill. Under no circumstances will the Contractor contact Federal or state regulatory agencies to report the spill. If the release is considered "incidental", the Contractor will still notify the COR or other Government Representative. An incidental release is a release of a hazardous material that:

(1) Does not pose a significant safety or health hazard to employees in the immediate vicinity of the release (i.e. minor safety or health hazards are presented to employees in the immediate work areas);

(2) Does not pose a significant safety or health hazard to the employee conducting the cleanup;

(3) Does not have the potential to become an emergency within a short timeframe; and

(4) Limited in quantity, exposure potential, and toxicity.

d. If Government assistance (e.g., labor, material, equipment, clothing, sample analysis, etc.) is requested or required, the Contractor will reimburse the Government at market rate for such assistance. The Government must initiate its own spill cleanup procedures for Contractor-responsible spills, when:

(1) The Contractor has not begun spill cleanup within one (1) hour of spill discovery/occurrence; or

(2) if, in the Government's judgment, the Contractor's spill cleanup is not adequately abating life threatening situation and/or is a threat to any body of water or environmentally sensitive areas.

e. Post-cleanup confirmation sampling and analysis may be required by the KO within ten (10) calendar days of the collection date.

#### **1.2.4 SEGREGATION OF HAZARDOUS WASTE**

All items collected on this contract must be segregated according to the current EPA Hazardous Waste Compatibility Chart that can be found on <https://www.epa.gov/sites/production/files/2016-03/documents/compat-haz-waste.pdf> when/if applicable. The items must be so marked, that they are readily linked to this contract throughout this period. The Contractor shall annotate the TO and line item number on each item being removed for disposal. 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 TO being picked up.

#### **1.2.5 TREATMENT OF WASTE ON GOVERNMENT FACILITIES**

a. Treatment of 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 use of an absorbent material to contain and remove spills does not constitute treatment.

#### **1.2.6 STATEMENT ON CONTAINERS**

The Generator will offer all DOT regulated waste, if applicable, in containers that are packaged as specified by 49 CFR Parts 100-185. All non-DOT regulated waste containers must be compatible with their lading, closed in a manner such that the contents are fully contained when placed in any orientation, safe to handle, and free of severe corrosion or oxidation. Containers made from a natural fiber material will be free of structural defects that have compromised their integrity. The Contractor is

responsible for all repackaging costs associated with special packaging required for DOT segregation purposes and/or container acceptance criteria at the TSDF.

### **1.2.7 GOVERNMENT EQUIPMENT & PERSONNEL**

The Government is not required to furnish any equipment or personnel to assist in the performance of this contract. Upon request by the Contractor, should the Government agree to assist, the Government will do so at no risk to the Government. The Government assumes no responsibility for personal injury to the Contractor representative(s), damage to containers or the Contractor's equipment, or spills associated with such assistance. The Contractor shall not request or accept Government assistance in the performance of this contract if the Contractor does not assume full responsibility for any mishaps that could occur as a result of utilizing such Government assistance. Only Government employees shall operate equipment used in assisting the Contractor. Typically, assistance will be limited to the use of Government-owned and operated loading equipment, e.g., forklifts, pallet jacks, and cranes.

### **1.2.8 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 offer to assist the Contractor/Subcontractor with loading during normal hours of operation if the appropriate personnel and equipment are available for use. If the offer is accepted by the Contractor, the Government will make the initial placement of the item(s) on conveyance furnished by the Contractor. The initial placement will be as determined by the Government.

### **1.2.9 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.

b. At the Government's option, the use of Government scales will be ordered at any location in or around designated pickup points identified in or added to this contract.

c. Before bulk loading, the Contractor will weigh the waste hauling vehicle, trailer, and/or rolloff box, as applicable, to establish the empty (tare) weight of the rolloff box, tanker or vacuum truck. When utilizing a commercial scale for the tare weight, a copy of the certified weight ticket will be provided to the COR before proceeding with the removal effort. 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.

#### **1.2.9.1 TASK ORDER ADJUSTMENTS**

All Task Order (TO) quantities are estimated amounts. The Contractor can expect that the TO quantities will be required to be adjusted upward or downward as removals take place and the actual quantities being removed are measured. Therefore, the Government has the unilateral right to increase or decrease the TO quantities in those instances where the Government has underestimated or overestimated the quantities that will be removed. In instances of decreasing quantities, these decreases are not subject to FAR 52.212-4, termination for convenience coverage.

## **1.2.10 DEFINITIONS, BULK & CONTAINERIZED WASTE, AFFF CONCENTRATES, RINSATES, AND SOLIDS**

### **1.2.10.1 BULK WASTE**

a. The term ***Bulk Waste***, for purposes of this contract, refers to waste that is typically removed via rolloff boxes, tanker trucks, and vacuum trucks. ***Rolloff box*** refers to an open-top dumpster with a rectangular footprint, utilizing wheels to facilitate rolling the dumpster onto and off of a rolloff truck, and is used to contain and transport loads of various types of solid waste such as soil and debris. Rolloff boxes will not be used to turn in wastes comprised largely or in part of free-flowing liquids or sludges where there is a potential for spillage when loading or unloading the rolloff box onto or off of a rolloff truck or trailer. ***Tanker truck*** refers to a truck with a tank body or with vacuum-loaded or pump-loaded trailer, suitable for transporting liquids in bulk. ***Vacuum truck*** refers to a truck with a vacuum-loading capability designed to pneumatically pull high- and low-viscosity liquids, sludges, slurries, or mixtures of silt and water into a tank body without contact between the liquid and any mechanical equipment. Pumpable liquid wastes that are removed via totes, also known as portable tanks and Intermediate Bulk Containers (IBC), are also considered bulk waste. Bulk waste does not refer to containerized wastes including waste contained in pails, drums, cubic yard boxes or military tri-wall boxes.

b. The term ***Heavy Solids***, for purposes of this contract, refers to heavy waste solids, sludges and debris with a density greater than 600 Lbs/yd<sup>3</sup> and shall be ordered using the bulk CLIN suffix “B1”, “B2”, “B3”, or “B4”, denoting pounds. The bulk CLIN suffix is assigned based on the net weight of each heavy bulk solids load. For ordering, billing and reporting purposes, “LB” is used as the unit of measure (U/M) referring to pounds. If a bulk heavy solids 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 CLIN suffix “B2”. Loads weighing 20,000 to 30,000 Lbs will be assigned CLIN suffix “B3”. Loads weighing more than 30,000 Lbs will be assigned CLIN suffix “B4”. For example, if a rolloff box contains 28,000 Lbs of heavy solids/debris (e.g., Base CLIN NR91), the Generator shall order and pay for the disposal of 28,000 LB under CLIN NR91B2. 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 ***Lightweight Solids***, for purposes of this contract, refers to lightweight debris and other solids with a density of less than or equal to 600 Lbs/yd<sup>3</sup> and shall be ordered using the bulk CLIN suffix “B6”, denoting cubic yards. For ordering, billing and reporting purposes, “CD” is used to identify that the unit of measure is in cubic yards. Cubic yards are calculated by visual estimation. For example, if a 20-yd<sup>3</sup> rolloff box appears to be 90% full, the removal will be estimated and ordered as “18 CD”, which is 90% of 20 cubic yards. If a bulk *lightweight* solids load removed via rolloff box under a B6 CLIN suffix results in removal of less than 75% of the rolloff box capacity, the contractor will be paid at the contract rate for 75% of the rolloff box capacity, i.e., the contractor will be paid at the contract rate for 15-cubic yards (CD) if it is a 20-cubic yard rolloff box being removed. The Government will issue



an order accordingly for bulk *lightweight* solids loads that are anticipated to be less than 15 CD net volume, or modify an order accordingly if the removal was anticipated to be more than 15 CD net volume but the actual removal is less than 15 CD net volume. Prior to removal, the billable volume shall be determined and agreed upon by both the Government representative and the Contractor.

d. The term ***Debris***, for purposes of this contract, 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 as stated in 40 CFR 268.2(g). Note: Definition (a) in this section would meet the physical state designation of “Various”, as indicated in the Bid Schedule of this contract, as Base CLINs with a “Various” physical state refers to solids, sludges, debris, or any combination thereof. Any of CLIN suffixes “B1” through “B4” and “B6” may apply to bulk debris loads, depending upon the waste density, net weight, or net volume of the bulk load.

(1) Tank Bladders. Bladder tanks are used by the Government to store and discharge AFFF liquid concentrate into various fire suppression systems. Steel bladder tanks are lined with a removable “bladder” that is largely constructed of a pliable plastic or rubber combustible material. **Tank bladders come in various sizes and will be removed from their steel holding tanks by the Government and turned in for disposal under this contract.** Tank bladders will meet the definition of debris for purposes of this contract, and each may contain a small volume of residual AFFF liquid. Tank bladders may be turned in for removal as bulk waste via rolloff boxes, or as containerized waste via drums or cubic yard boxes. The Government may without obligation to do so, elect to fold, roll, cut, containerize and/or palletize the bladders for purposes of compaction and overall size reduction prior to turn-in. The Contractor is highly encouraged to consult the designated incineration TSDf for waste acceptance criteria regarding tank bladders and other debris prior to bidding. An informational video showing the removal of a bladder from a bladder tank is available at the following link: <https://youtu.be/ZJTptqngBM0>

e. The term ***Solid(s)***, for purposes of this contract, 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).

f. The term ***Liquid(s)***, for purposes of this contract, refers to liquid material which is pumpable by conventional pumping devices designed to pump high- and low-viscosity liquids, and is largely free of suspended or settled solids. A liquid that has become frozen due to ambient freezing temperatures, but would otherwise be of liquid state at 72°F (22°C), will still meet the definition of liquid for purposes of this contract.

g. The term ***Sludge(s)***, for purposes of this contract, 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/vacuuming devices. Bulk sludges that require the use of a vacuum box will not be turned in under this contract, but may be containerized by the Generator for turn-in under CLINs NR91C1-C5.

h. ***Bulk liquids***, for purposes of this contract, refers to ***free-flowing*** liquids/sludges which are conveyable by conventional pumps/vacuums typically used on tanker and vacuum trucks, and shall be ordered using 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.

i. 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. **For purposes of this contract, AFFF Concentrate (Base CLIN NR93) will have a density of 8.5 Lbs/gal, and AFFF Rinsate (Base CLIN NR94) will have a density of 8.3 Lbs/gal.**

Example: The volume of a tanker load of AFFF Rinsate weighing 36,200 Lbs would be calculated as  $36,200 \text{ Lbs} / 8.3 \text{ Lbs/gal} = 4,361.45$  gallons. This will be rounded down to 4,361 gallons (GL).

j. **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.

k. 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.

l. **Bulk Liquids in totes.** 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 275-gallon tote containing only 200 gallons of waste will require that the Government order 275 GL under the appropriate CLIN containing a "B5" CLIN suffix. Two such 275-gallon totes of the same CLIN would require that the Government order 550 GL under that CLIN. Multiple totes of the same CLIN but different sizes can also be ordered and manifested on the same line. For example, one (1) 220-gallon tote plus one (1) 330-gallon tote of waste assigned CLIN NR94B5 would require that the Government order 550 GL under that CLIN. Actual gross weights of all totes will be used for Government recordkeeping and when/if "Lbs" is used as the unit of measure 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.

### **1.2.10.2 CONTAINERIZED WASTE**

a. The term **Containerized Waste**, for purposes of this contract, refers to waste that is typically transported by a box truck or semi-truck and trailer or van, including waste contained in pails, drums, cubic yard boxes (CYB) and military tri-wall boxes. Containerized wastes are assigned a CLIN suffix of C1, C2, C3, C4, C5, or C6. CLINs with these suffixes are ordered as each "EA" and they correspond to a range of different container sizes as follows:

C1 = 5-gallon pails/jugs

C4 = 55-gallon drums

C2 = 15-gallon drums

C5 = 95-gallon overpack drums

C3 = 30-gallon drums

C6 = CYB or Military Tri-Wall Box

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 order and are required to pay the Contractor based on the size of the utilized overpack drum and not on the size of the inner, overpacked drum(s).

### **1.2.10.3 AFFF CONCENTRATES, RINSATES, AND SOLIDS**

a. The term ***AFFF Concentrate(s)***, for purposes of this contract, refers to unused liquid AFFF product, and is ordered under Base CLIN NR93. Concentrates are typically technical grade product as sold by the manufacturer.

b. The term ***AFFF Rinsate(s)***, for purposes of this contract, refers to highly water-diluted AFFF product that has been generated as a result of a rinse out process of various tanks and firefighting equipment. This term shall also apply to AFFF-contaminated water, including but not limited to surface, storm, and groundwater. Rinsates are ordered under Base CLIN NR94 and typically contain <1% technical grade product as sold by the manufacturer.

c. The term ***AFFF Solid(s)***, for purposes of this contract, refers to solids such as soil, gravel, sludge, and/or debris (e.g., PPE, filter media, tank bladders, hoses, etc.) that has been contaminated through contact with AFFF concentrate or rinsate, and will be ordered under Base CLIN NR91. AFFF solids may contain some incidental or residual free liquids.

### **1.2.11 BULK LIQUID PUMPING**

a. When removal of a bulk, pumpable liquid (CLIN suffix "B5") is ordered, the Contractor will be required to pump/vacuum waste from surface ponds, lagoons, containments, tanks and/or totes. 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 and/or totes that can be removed without agitation or introduction of other materials.

b. When bulk liquid removals are ordered via tanker or vacuum truck, there is a 1,500-gallon minimum bulk liquid removal per TO. When ordering bulk liquid removal via tanker or vacuum truck, the Government shall order the removal of actual total gallons removed, or 1,500 gallons, whichever volume is greater.

c. The Government may elect to have both AFFF concentrate and AFFF rinsate (as defined in Section 1.2.10.3) removed via a single tanker or vacuum truck under a single TO, whereby multiple tanks and/or totes are pumped or vacuumed by the Contractor for removal. However, when commingling any amount of concentrate with rinsate into a single tanker/vacuum truck, which is only allowable under a single Generator, this requires that the bulk liquid concentrate CLIN (NR93B5) be applied to the entire load.



d. The actual weight or gallons of the material removed will be identified on the manifest.

e. 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.

f. Bulk liquid removals may be ordered from any location in or around designated pickup points identified in or added to this contract.

g. If bulk liquid loads *removed via tanker or vacuum truck* result in removal of less than 1,500 gallons, the Contractor will be paid at the contract rate for 1,500 gallons whether liquids were pumped or vacuumed from storage tanks, IBCs/totes, or both. The Government will issue an order accordingly for bulk liquid loads that are anticipated to be less than 1,500 GL net volume or modify an order accordingly if the removal was anticipated to be more than 1,500 gallons but the removal is less than 1,500 gallons.

### **1.2.12 BULKING & CONSOLIDATION**

a. For purposes of this contract, bulking shall be defined as the act of pumping and/or vacuuming, as permitted by the Government, from a tote or storage tank into a tanker or vacuum truck. When ordered, like wastes may be bulked into a tanker or vacuum truck at any location in or around designated pickup points identified in or added to this contract. If/when bulk liquid removals are ordered via tanker/vacuum truck at multiple locations under a single TO, such locations will not be greater than 50 miles apart via authorized roadway between any two consecutive pickup points.

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. Generators may perform consolidation in order to maximize container sizes prior to turn-in. Consolidation by the Contractor will not be ordered under this contract.

c. Bulking will be allowed only when ordered by the Government and 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.

## **1.3 POST REMOVAL**

### **1.3.1 RETURN OF SHIPPING DOCUMENTATION**

a. The Contractor shall provide a copy of all manifests reflecting signatures by the transporter(s) and designated TSDF to the coordinating COR within 35 days after removal. If the waste has not been received by the TSDF within 30 days following the removal date, the Contractor shall notify the COR of the physical location and disposition of the waste. The Contractor will ensure that all waste removed under this contract is not stored at a single interim transfer facility, other than one that is owned and operated by the designated incineration TSDF company, for more than ten (10) consecutive days. More than one interim transfer facility may be used during the normal course of transportation. If more than one transporter was utilized, the Contractor will ensure that manifest copies with the additional transporter(s) signatures are provided.

b. Management Method Codes (MMC) are used by the designated TSDF to reflect the type of treatment and/or disposal method used to manage waste(s) identified on a hazardous waste manifest. If using a Uniform Hazardous Waste Manifest, the Contractor will ensure that the MMC is indicated in Block 19 by the designated TSDF. If using a Non-Hazardous Waste Manifest, the Contractor will utilize the block provided essentially for special handling instructions and/or additional information to

indicate the required MMC. MMC “H040” corresponds to incineration/thermal destruction other than use as a fuel, and is required for the disposal of all waste under this contract.

**Management Method Code “H040” MUST be indicated on ALL return disposal manifest copies** as proof in demonstrating that the contract-required treatment and disposal method of incineration has been or will be achieved by the designated TSDF, *regardless of the manifest type used by the Contractor*. These return disposal manifest copies are used by the Government in lieu of Certificates of Destruction/Disposal and the Contractor will ensure that designated TSDF(s) strictly meet this contract requirement.

c. If for any reason the Contractor is unable to deliver the items to the designated or an alternate qualified facility on the manifest, the COR will be contacted for disposition instructions. The Contractor shall make reasonable attempts to deliver the waste to an alternate DLA qualified facility as opposed to returning the waste to the Government. In case of rejected shipments, or where the shipment cannot be delivered, the Contractor shall provide the KO and COR with a written narrative of the occurrence. The narrative shall include explicit details of all efforts implemented for disposal of the waste. The KO will provide instructions to the Contractor as to how to proceed.

Failure of any part of this section will be documented in the Acceptable Performance Levels (APLs) and appropriate action taken as determined by the CO.

d. The Contractor shall ensure there is a clear audit trail for all items through final disposal.

## **2.0 TREATMENT AND DISPOSAL**

a. For purposes of this contract, AFFF solids ordered under Base CLIN NR91, AFFF concentrates ordered under Base CLIN NR93, and AFFF rinsates and contaminated waters ordered under Base CLIN NR94, must be thermally destroyed at a fully permitted RCRA incineration facility on the DLA Disposition Services QFL. Completion of the incineration process, this will constitute treatment and final disposal. The current QFL can be viewed by clicking on “Qualified Facilities” at the following DLA website:

<http://www.dla.mil/DispositionServices/Offers/Disposal/HazardousWaste/HazWasteDisposal.aspx>.

b. Regardless of the ordered disposal CLIN and its associated description, the Contractor shall comply with all State and Federal regulations that may apply. Base CLIN category “NR” (as in NR91, NR93, and NR94) may include State-Regulated waste. It is the responsibility of the Contractor to comply with all current regulations and notify the COR if an ordered CLIN prescribes a treatment or disposal technology which is in conflict with such regulations.

## **2.1 RCRA/NON-RCRA REGULATED WASTES**

a. At the time of the award of this contract, AFFF-related wastes and their chemical constituents were not regulated under the EPA’s Resource Conservation and Recovery Act (RCRA). The Generator is not authorized to turn in, and the Contractor is not authorized to remove RCRA-regulated wastes under this contract unless directly related to AFFF constituents so regulated after the award and during the life of this contract. Generators must utilize their respective DLA Hazardous Waste Disposal contracts for removal and disposal of RCRA-regulated hazardous wastes that are assigned one or more EPA Waste Codes which are unrelated to AFFF constituents.

## **3.0 SPECIAL SERVICES**

**CLINs 6314TP, 6314TQ, 6314TR, 6372DR, 6372MR, and 6372EE** require delivery of quality products (totes), and quality equipment (rolloff boxes) by the Contractor and/or Subcontractor. Such products and equipment are used for loading, storage, and transportation of wastes being turned in by the Government for removal. Products and equipment provided by the Contractor under these CLINs shall

be free of defects or damage having potential for, or resulting in, a compromise to human health and safety, regulatory compliance, or satisfactory performance and execution of stated requirements. The Government reserves the right to reject any potentially compromising products and equipment. In such cases, the Contractor shall remove and replace the product(s) and/or equipment within three (3) business days at no additional expense to the Government.

### **3.1 PROVIDE NEW 275-GALLON CAGED PLASTIC TOTE WITHIN 21 DAYS**

**CLIN 6314TP** applies to the Contractor's provision of one (1) new 275-gallon caged plastic tote, delivered to the Generator within 21 full *calendar days* after issuance of order. The day of issuance of order, regardless of time, will constitute "Day 0" (zero). The following calendar day will constitute "Day 1" for purposes of the 21-day clock.

Totes can be delivered either by the Contractor's transporter or by commercial courier. Arrangements for deliveries must be coordinated with the COR, who will coordinate with the installation and Generator.

- a. CLIN 6314TP can be ordered in any quantity and will be ordered as one each (1 EA) per tote.
- b. The totes, also referred to as Intermediate Bulk Containers (IBCs), must be of suitable specifications to fully fill, safely store, and safely move and transport AFFF concentrates and rinsates.

### **3.2 PROVIDE NEW 275-GALLON CAGED PLASTIC TOTE WITHIN 14 DAYS**

**CLIN 6314TQ** applies to the Contractor's provision of one (1) new 275-gallon caged plastic tote, delivered to the Generator within 14 full *calendar days* after issuance of order. The day of issuance of order, regardless of time, will constitute "Day 0" (zero). The following calendar day will constitute "Day 1" for purposes of the 14-day clock.

- a. CLIN 6314TQ can be ordered in any quantity and will be ordered as one each (1 EA) per tote.
- b. The totes, also referred to as Intermediate Bulk Containers (IBCs), must be of suitable specifications to fully fill, safely store, and safely move and transport AFFF concentrates and rinsates.

### **3.3 PROVIDE NEW 275-GALLON CAGED PLASTIC TOTE WITHIN 7 DAYS**

**CLIN 6314TR** applies to the Contractor's provision of one (1) new 275-gallon caged plastic tote, delivered to the Generator within seven (7) full *calendar days* after issuance of order. The day of issuance of order, regardless of time, will constitute "Day 0" (zero). The following calendar day will constitute "Day 1" for purposes of the 7-day clock.

- a. CLIN 6314TR can be ordered in any quantity and will be ordered as one each (1 EA) per tote.
- b. The totes, also referred to as Intermediate Bulk Containers (IBCs), must be of suitable specifications to fully fill, safely store, and safely move and transport AFFF concentrates and rinsates.

### **3.4 DAILY RENTAL FEE FOR A 20-YD<sup>3</sup> LINED ROLLOFF BOX**

**CLIN 6372DR** applies to the placement and daily rental fee for a plastic lined, 20-yd<sup>3</sup> rolloff box (ROB) with cover. One each (1 EA) of CLIN 6372DR will be ordered for each calendar day of rental. The ROB will have a watertight cover that is generally free of rips and tears. The liner will be of sufficient size and thickness to adequately contain the waste for which it is intended. The ROB will be of acceptable appearance and integrity to the Government, with minimal evidence of corrosion and be

visibly void of waste residue upon delivery. The ROB shall not display any legible or offensive graffiti. Any defects or damage to the ROB must be documented by the Contractor and acknowledged via signature of the COR or Generator representative upon delivery. ROB rentals may be ordered for any location in or around the pickup points identified in or added to the contract.

a. All initial placements of ROBs under CLIN 6372DR are required within fifteen (15) *calendar days* after issuance of order. The clock for rental time will commence on the first *full* business day following placement of the ROB and end on the day of removal. The day of placement, regardless of time, will constitute “Day 0” (zero). Government possession of the ROB, beginning the following day (“Day 1”) and all subsequent calendar days thereafter, whether in whole or in part, will constitute one day and will be ordered as one each (1 EA) per calendar day.

b. The Contractor will weigh the empty ROB prior to placement and provide the COR a copy of the certified weight ticket indicating the empty (tare) weight of the ROB at the time of placement.

c. Removal of the ROB and its contents for waste disposal will be executed under the appropriate disposal CLIN – NR91B1, NR91B2, NR91B3, NR91B4, or NR91B6.

d. The Government shall be permitted to adjust the TO quantity of rental days based upon actual days of rental, beginning with Day 1, up until and including the day of its scheduled removal via issued TO for a standard or expedited removal CLIN. The standard allowable removal time for bulk waste is 15 calendar days following the order issuance, and the Government should plan accordingly.

e. The Contractor will weigh the ROB upon removal and provide the COR a copy of the certified weight ticket showing the loaded (gross) weight of the ROB per Section 1.2.9 of the contract.

f. ROBs must be inspected by the Contractor/Subcontractor and COR or other Government representative prior to removal. Any damage sustained during the Government’s possession must be identified and documented prior to removal from the installation. The Government assumes no responsibility for damages that occur after the ROB has left the installation.

### **3.5 MONTHLY RENTAL FEE FOR A 20-YD<sup>3</sup> LINED ROLLOFF BOX**

**CLIN 6372MR** applies to the placement and monthly rental fee for a plastic lined, 20-yd<sup>3</sup> rolloff box (ROB) with cover. One each (1 EA) of CLIN 6372MR will be ordered for each thirty (30) days of rental. The ROB will have a watertight cover that is generally free of rips and tears. The liner will be of sufficient size and thickness to adequately contain the waste for which it is intended. The ROB will be of acceptable appearance and integrity to the Government, with minimal evidence of corrosion and be visibly void of waste residue upon delivery. The ROB shall not display any legible or offensive graffiti. Any defects or damage to the ROB must be documented by the Contractor/Subcontractor and acknowledged via signature of the COR or Generator representative upon delivery. ROB rentals may be ordered for any location in or around the pickup points identified in or added to the contract.

a. All initial placements of ROBs under CLIN 6372MR are required within fifteen (15) *calendar days* after issuance of order. The clock for rental time will commence on the first *full* business day following placement of the ROB and end on the day of removal. The day of placement, regardless of time, will constitute “Day 0” (zero). Government possession of the ROB, beginning on the following day (“Day 1”) and all subsequent calendar days thereafter, whether in whole or in part, will constitute one day for rental purposes, except as otherwise noted in paragraphs (d) and (e) below.

b. The Contractor will weigh the empty ROB prior to placement and provide the COR a copy of the certified weight ticket indicating the empty (tare) weight of the ROB at the time of placement.

c. Removal of the ROB and its contents for waste disposal will be executed under the appropriate disposal CLIN – NR91B1, NR91B2, NR91B3, NR91B4, or NR91B6.

d. The Government, under this CLIN, will not be permitted to adjust the TO quantity of actual rental days that are fewer than 30 days, and shall not be reimbursed for any unused portion of the 30 days, beginning with Day 1, up until and including the day of its scheduled removal via issued TO for a standard or expedited removal CLIN.

e. Provided the Government orders removal of the ROB using the appropriate disposal CLIN on or before the 30<sup>th</sup> calendar day of rental under this CLIN, the Government will not be charged for any additional rental days. If the Government does not issue an order for removal prior to the 30<sup>th</sup> calendar day of rental under this CLIN, the Government will be charged for the additional rental days up until the first full business day following the issued order, and will order the appropriate quantity of CLIN(s) 6372DR and/or 6372MR to make the adjustment.

f. The Contractor will weigh the ROB upon removal and provide the COR a copy of the certified weight ticket showing the loaded (gross) weight of the ROB per Section 1.2.9 of the contract.

g. ROB's must be inspected by the Contractor/Subcontractor and COR or other Government representative prior to removal. Any damage sustained during the Government's possession must be identified and noted prior to removal from the installation. The Government assumes no responsibility for damages that occur after the ROB has been removed from the installation.

### **3.6 PROVIDE EXPEDITED PLACEMENT OF A 20-YD<sup>3</sup> ROLLOFF BOX WITHIN 7 DAYS**

**CLIN 6372EE** applies to a seven (7)-day placement (delivery) of a 20-yd<sup>3</sup> lined rolloff box (ROB) at a single pickup location. One each (1 EA) will be ordered for each expedited placement.

a. Seven (7) days under this CLIN refers to *calendar days*, and the 7-day clock for placement will commence on the first *full* business day following order issuance. The day of issuance of order, regardless of time, will constitute "Day 0" (zero).

b. CLIN 6372EE will be used in conjunction with and in addition to either CLIN 6372DR for daily rental or CLIN 6372MR for monthly rental of the ROB as defined in sections 3.4 and 3.5 above.

### **3.7 SURCHARGE FOR EXPEDITED CONTAINERIZED WASTE REMOVAL WITHIN 15 DAYS**

**CLIN 6333AG** applies to a 15-day expedited removal of **containerized waste** in pails, drums, and totes via box truck or van trailer. One each (1 EA) of CLIN 6333AG will be ordered for each 15-day expedited removal of containerized waste per TO. Expedited containerized waste removals will be ordered under a separate TO from expedited bulk waste removals.

a. Fifteen (15) days under this CLIN refers to *calendar days*, and the 15-day clock will commence on the first *full* business day following order issuance. The day of order issuance, regardless of time, will constitute "Day 0" (zero).

b. Under this CLIN, the Contractor shall provide the required documents to the COR a minimum of five (5) business days prior to removal.

### **3.8 SURCHARGE FOR EXPEDITED BULK WASTE REMOVAL WITHIN 7 DAYS**

**CLIN 6333AH** applies to a 7-day expedited removal of **bulk waste** via tanker/vacuum truck or ROB. One each (1 EA) of CLIN 6333AH will be ordered for each 7-day expedited removal of bulk waste per TO. Expedited bulk waste removals will be ordered under a separate TO from expedited containerized waste removals.



a. Seven (7) days under this CLIN refers to *calendar days*, and the 7-day clock will commence on the first *full* business day following order issuance. The day of order issuance, regardless of time, will constitute “Day 0” (zero).

b. Under this CLIN, the Contractor shall provide the required documents to the COR a minimum of two (2) business days prior to removal.

### **3.9 SURCHARGE FOR ADDITIONAL WASTE REMOVAL AND/OR DELIVERY OF TOTE(S)**

**CLIN 6319AF** applies to (1) additional removal(s) of containerized waste, (2) additional removal(s) of bulk solids wastes, (3) additional removal(s) of bulk liquid wastes, and/or (4) additional deliveries of tote(s). Specifically,

a. Following the initial fulfilled removal order for containerized waste at a specific pickup point, any subsequent ordered removal(s) at the same pickup point will require that CLIN 6319AF also be ordered.

b. Following the initial fulfilled removal order for bulk liquid waste at a specific pickup point, any subsequent ordered bulk liquid removal(s) at the same pickup point will require that CLIN 6319AF also be ordered. A 1,500-gallon minimum charge will apply to each load.

c. Following the initial fulfilled removal order for bulk solids waste at a specific pickup point, any subsequent ordered bulk solid removal(s) at the same pickup point will require that CLIN 6319AF also be ordered.

d. Exceptions to (a), (b), and (c) above are when higher volume removals from a single point of generation are required, or when repetitive waste generation sites request removals at least 30 calendar days apart. Examples of this include the following:

(1) A storage tank containing a volume that requires more than one back-to-back bulk liquid removal(s). A 1,500-gallon minimum charge will apply to each load.

(2) An AFFF-contaminated body of storm or surface water containing a volume that requires multiple back-to-back bulk liquid removals. A 1,500-gallon minimum charge will apply to each load.

(3) A project, operational process, or event that presents or generates a continuous source of AFFF-contaminated water for multiple bulk liquid removals at a rate of at least 4,000 gallons every thirty (30) calendar days for any length of time through the life of this contract. A 1,500-gallon minimum charge will apply to each load.

(4) A large AFFF-contaminated heavy solids removal project (such as soil) that requires more than one back-to-back bulk heavy solids removals.

(5) A minimum of thirty (30) calendar days has passed since the date of the initial fulfilled removal order, allowing subsequent removals of newly generated waste at repetitive waste generation sites without penalty to the Government.

e. For purposes of this contract, additional removals at a single pickup point does not apply when the subsequent removals are performed via different conveyance types. For example, a containerized waste removal followed by a bulk liquid removal, or a bulk liquid removal followed by a bulk solids removal, do NOT constitute an additional removal and CLIN 6319AF will not be ordered.



#### **4.0 ACCEPTABLE PERFORMANCE LEVELS**

a. An Acceptable Performance Level (APL) is the minimum level of Contractor performance required for a specific performance standard; performance at or above which the Government considers acceptable. Performance that fails to meet or exceed the minimal APL will be considered unacceptable. Specification of an APL does not allow the Contractor to knowingly provide less than optimal service. The Government recognizes that defective performance, to include the provision of damaged or defective products or equipment, may at times occur without Contractor intent or control. Provided the performance percentage does not fall below the specified APL, the Government will not deduct for unacceptable or poor performance. However, the Contractor will reperform or correct the deficient service or replace the damaged or defective product at no additional cost to the Government.

b. The surveillance method for APL monitoring shall be via Collection Summary Report(s) (CSR) furnished by the COR, customer feedback, and tracking of final disposal document submittals.

c. All positive and negative surveillance feedback that is gathered regarding Contractor performance under this contract shall be a basis for annotating such performance, consideration by DLA Disposition Services for future contract awards with comparable requirements, review by other Government and non-Government entities, and/or monetary deductions, as applicable.

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COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H
DELIVERABLE	PHASE	BASELINE	TIME FRAME	Including, but not restricted to Section	ACCEPTABLE PERFORMANCE LEVEL (APL)	REDUCTION FOR LATE APL	METHOD OF SURVEILLANCE
<b>Compliant Removal</b>	Pre-Removal	Provide timely submittal of Shipping Documents	2-5 days, depending on removal time	1.1	No more than 3 late submittals in each 6-month period after date of award.	A disincentive fee of 10% shall be applied to each task order returned for corrections after the Contractor exceeds the criteria stated in Column F until such time as performance again does not exceed criteria in column F.	COR documentation
	Pre-Removal	Provide timely Notifications	2-5 days, depending on removal time	1.1	No more than 3 late notifications in each 6-month period after date of award.	A disincentive fee of 10% shall be applied to each task order with late notification after the Contractor exceeds the criteria stated in Column F until such time as performance again does not exceed criteria in Column F.	COR Documentation
	Removal	Provide safe, compliant, and timely removal and transportation	5-30 days as required per CLIN/Task Order	1.2	No more than 3 late removals in each 6-month period after date of award.	A disincentive fee of 10% shall be applied to each late task order after the Contractor exceeds the criteria stated in Column F until such time as performance again does not exceed criteria in Column F.	COR Documentation
	Post-Removal	Provide compliant transportation, interim storage and delivery to a qualified TSDF	Full compliance with details of Section 1.3.1 in this Performance Work Statement (PWS)	1.3.1	No more than 3 cases of non-compliant transportation, storage, or shipment to a qualified TSDF in each 6-month period after date of award.	A disincentive fee of 10% shall be applied to each non-compliant event related to transportation, storage, or shipment to a qualified TSDF per Section 1.3.1 after the Contractor exceeds criteria stated in Column F until such time as performance again does not exceed the criteria stated in Column F.	COR documentation
	Post-Removal	Provide timely delivery to qualified TSDF	Submit Return Manifest copy and shipping documents per Section 1.3.1 in this PWS	1.3.1	No more than 3 late submittals of shipping documents in each 6-month period after date of award.	A disincentive fee of 10% shall be applied to each task order with a late submittal of Return Manifest after the Contractor exceeds the criteria stated in Column F until such time as performance again does not exceed the criteria in Column F.	COR documentation
<b>Compliant Products and Equipment</b>	As specified in PWS	Provide quality products and equipment	As stated in PWS	3.0	No more than 3 cases in which defective or damaged products (totes) and/or equipment (roll off boxes) are rejected by the Government in each 6-month period after date of award.	A disincentive fee of 10% shall be applied to each line item in which the Contractor exceeds the criteria stated in Column F until such a time as performance again does not exceed the criteria in Column F.	COR documentation
<b>Compliant Special Services</b>	As specified on TO and PWS	Timely, accurate special services	As stated in contract for service specified as described in Section 3.0 and Bid Schedule	3.0	No more than 3 late or non-conforming performances of services in each 6-month period after date of award.	A disincentive fee of 10% shall be applied to each line item not completed timely or accurately after the Contractor exceeds the criteria stated in Column F until such a time as performance again does not exceed the criteria in Column F.	COR documentation

## 5.0 QUALIFIED FACILITIES AND TRANSPORTERS LISTS

a. The Contractor will use only facilities and transporters that are currently listed on the DLA Disposition Services 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. Facilities and transporters on the QFL and QTL do not constitute a determination that the facilities and transporters meet the requirements of this contract. The Contractor is responsible to ensure all work is performed IAW the contract. If firms listed on the QFL or QTL do not meet these contract requirements, the Contractor will propose additional firms to perform the work.

c. The facilities and transporters listed on the QFL and QTL are only listed for use and are subject to the Contractor ensuring their services and subcontracted services are being performed IAW federal, state, and local laws and regulations.

d. Contractors will review the QFL and QTL prior to any removals to ensure the facility or transporter is listed on the QFL and QTL.

e. The Contractor will not transport any waste to any facility that is not listed on the QFL.

f. The Contractor will allow and arrange for the access of DLA Disposition Services Employees and/or representatives to perform site visit(s) at any facility the Contractor has requested to be added to the QFL.

## **5.1 USE OF FACILITIES AND TRANSPORTERS**

a. During the solicitation process or 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 pending additional information. If the facility or transporter is Acceptable pending additional information, the Offeror will be given an opportunity to submit the additional information regarding the firm prior to the request for Final Proposal Revision. Offerors will be informed the reason why a firm is considered unacceptable. Offerors are cautioned that DLA Disposition Services will require sufficient time to adequately review submittals prior to closing date.

b. The proposed facilities or transporters will not be added to the QFL or QTL if any of the reasons identified in Sections 5.2 through 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 in this contract.

d. Within 14 calendar days after Award, the Contractor shall provide the Facility-CLIN Assignment Sheet for all intended interim and final disposal facilities (TSDF) by EPA ID number (where applicable). The Facility-CLIN Assignment Sheet will identify each Base CLIN listed in the Bid 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 HMMS those facilities that will or might receive waste under those CLINs for treatment, storage, and disposal. If this is not done, TOs cannot be processed in the DSS/HMMS.

(1) The Contractor will email the completed Facility-CLIN Assignment Sheet to [TSDFandTransporterInquiries@dla.mil](mailto:TSDFandTransporterInquiries@dla.mil) and the CO.

e. The Contractor will complete DLA Form 2507-1, QFL Application, for new QFL applicants.

f. The Contractor will complete DLA Form 2507-2, Qualified Facility List Update, when requested to perform a 12-month update on a facility.

g. The Contractor will complete the Transporter Qualification Form for new QTL applicants and for requested 12-month updates.

h. Inquiries and applications for new or 12-month updates will be sent to the following email address with a copy to the CO: [TSDFandTransporterInquiries@dla.mil](mailto:TSDFandTransporterInquiries@dla.mil)

## **5.2 FACILITY REMOVAL**

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

- (1) The facility is currently closed.
- (2) The facility is a significant non-complier exhibiting RCRA Class 1 violations and has not entered into a compliance schedule or similar action.
- (3) 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 of issued order or judicial action.
- (4) 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".
- (5) The facility has groundwater contamination or does not meet groundwater anti-degradation policy.
- (6) The facility does not have adequate permits or is not capable of handling the proposed waste.
- (7) The facility received a negative recommendation resulting from a DLA Disposition Services site visit without substantive evidence of corrected deficiencies.
- (8) The facility transports DOD waste to a facility not on the QFL.
- (9) The facility's financial assurance is not sufficient to protect the Government's long-term interests.
- (10) The facility is unable to demonstrate tracking of DOD waste from entry to exit.
- (11) The facility manages property in a manner that causes the Generator to file exception reports IAW 40 CFR 262.42 or state equivalent.
- (12) The facility has not received DOD wastes under a DLA Disposition Services hazardous waste disposal contract for a period of twelve (12) consecutive months.
- (13) The facility operates in a manner that is not IAW this contract.
- (14) The facility does not have or does not enforce 24-hour security measures.
- (15) The facility does not allow access for a DLA Disposition Services site visit.

## **5.3 TRANSPORTER REMOVAL**

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

- (1) The transporter does not have the appropriate hazardous or non-hazardous Federal/state/local permits to transport property under this contract.

(2) Transporter has not provided documentation of at least a "satisfactory" rating from DOT Office of Motor Carriers (OMC). Should conflicting ratings be assigned, the most recent inspection will take precedence.

(3) The transporter has exhibited a history of noncompliance.

(4) 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 the order or issued judicial action.

(5) The transporter does not have or does not enforce 24-hour security measures.

(6) The transporter manages property in a manner that causes the Generator to file exception reports IAW 40 CFR 262.42 or state equivalent.

(7) Transporter transfer locations are unable to track property from entry to exit.

(8) The transporter has not transported DOD wastes under a DLA Disposition Services hazardous waste disposal contract for a period of twelve (12) consecutive months.

(9) The transporter co-mingles DOD and non-DOD waste prior to receipt at the manifested facility.

(10) The transporter operates in a manner that is not IAW this contract.

## **6.0 ADDITIONAL REQUIREMENTS**

a. 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 hours/seven days per week ("24/7") basis.

b. The Contractor agrees that notice to the Contractor representative(s) listed below constitutes notice to the Contractor, and agrees to be bound by any commitments or representations made by this representative.

NAME(S): Clint Mattocks  
COMPANY: Heritage Environmental Services  
TITLE(S): Corporate Proposal manger  
BUSINESS HOURS PHONE NUMBER(S): 317-486-2795  
24/7 EMERGENCY PHONE NUMBER(S): 317-486-2795

## **6.1 MANPOWER REPORTING REQUIREMENTS**

a. The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) for performance of services provided under this contract for DLA Disposition Services sites serviced by this contract via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: <https://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 at any time during the FY, all data shall be reported no later than October 31 of each calendar year for the previous FY. Contractors may direct questions to the help desk at <https://www.ecmra.mil/>.

**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 Bid Schedule IAW all terms and conditions of this contract. TOs against this contract may be written for a period of **60** months following the effective date of award.

b. The standard removal timeframe for containerized items including totes is 30 calendar days after issuance of each written TO. The standard removal timeframe for bulk liquids and bulk solids via tanker/vacuum truck or rolloff box is 15 calendar days after issuance of each written TO. Minimum TO charges will not apply to this contract. However, minimum charges may apply to bulk liquids removed via tanker/vacuum truck and to lightweight bulk solids removed via rolloff box (see Section 1.2.10.1). Removals, regardless of their required performance timeframe, will not commence until the COR or 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 within 270 calendar days after issuance of each written TO.

c. After issuance of written TO, Expedited Removal CLINs will be performed and document submission completed within the following timeframes:

CLIN	Description	Document Submission
6333AG	15-Day Expedited Containerized Waste Removal	5 Days Prior to Performance
6333AH	7-Day Expedited Bulk Waste Removal	2 Days Prior to Performance

d. All work under this contract, including submittal of all required reports and final disposal documentation shall be completed and submitted to the KO within 270 calendar days after issuance of each written TO.

**8.0 DOCUMENTATION REQUIREMENTS, DLA DISPOSITION SERVICES ACCEPTANCE, INVOICING, AND TRACKING****8.1 RESERVED****8.2 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 the waste has been received at the initial TSDF and/or services have been completed, with the following exception:

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 7 must be completed.
  - d. Must reflect all changes on MOD paperwork.



2. Pick-up Report (DD Form 1155)
  - a. A short-form Business Objects report may be used in lieu of the original Pick-up Report, provided it includes the 1<sup>st</sup>, 2<sup>nd</sup>, and last pages of the official DD form 1155.
  - b. Must be in Line Item order.
  - c. All data fields must be completed, and all applicable signature fields shall be signed.
3. All return shipping documents, which include but are not limited to Non-Hazardous Waste Manifests, Uniform Hazardous Waste Manifests, and Bills of Lading, MUST be complete, accurate, and legible. The Contractor is responsible to ensure that all scanned or otherwise reproduced copies of all required documents are easily legible to the receiving reader before sending them. Illegible documents will be rejected. Copies of all such shipping documents must include the following:
  - a. Correct EPA ID number(s) for the Generator, Transporter, and the designated facility.  
Note: A “mock” EPA ID number may be generated by DLA Disposition Services, when applicable, and shall be used by the Contractor on all appropriate shipping documents.
  - b. The Contract and TO number
  - c. Signatures and dates from the Generator, the Transporter, and the designated facility.
4. Copies of all TO modifications.

d. The Invoicing Packet shall be submitted to [DLADispSvcsManifesttracking@dla.mil](mailto:DLADispSvcsManifesttracking@dla.mil) using the following guidance:

1. Subject line shall be formatted as follows: Contract Number-TO Number, Company Name  
Example: SP450017D1234-SP450018F0001, Waste Pickup Co.
2. Pertinent attachments shall be identified and marked using the same Contract Number-TO Number  
Example: SP450017D1234-SP450018F0001
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 as follows: SP450017D1234- SP450018F0001, Waste Pickup Co. (1/3), [or 2/3, 3/3, etc.]
  - b. Pertinent attachment files shall be named with a lowercase letter suffix to identify a multiple attachment packet as follows: SP450017D1234-SP450018F0001a [or b, or c, etc.]
4. Each email submitted shall contain only one file.

d. Packets received by the Manifest Tracking Department that do not meet these requirements will be rejected.

1. Processing of the Invoicing Packet by the Manifest Tracking Department will halt upon the discovery of an error, illegibility or other discrepancy and will be rejected in its entirety.

2. The Contractor will be notified of the rejected packet via email upon discovery of the discrepancy.
3. Rejected packets must be resubmitted in their entirety.

#### **8.2.1 ACCEPTANCE AND INVOICING**

- a. A Task Order will be considered complete once the COR has input all applicable information into DSS/HMMS.
- b. For purposes of payment only:
  1. All disposal/recycling CLINs are considered accomplished on the date the items are accepted by the initial, properly permitted, qualified TSDF.
  2. For service series CLINs, the services are considered accomplished on the date the service was completed.

The Contractor will not provide the Paying Office an invoice for services rendered. An electronic invoice will be created upon acceptance and verification of a complete and accurate Invoicing Packet per section 8.1. Subsequently, the Government shall generate and electronically transmit a Disposal Manifest Report(s) (591) covering all items on the task order within 20 days of receipt of the contractor's original submittal. 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. The contractor will not provide the Paying Office an invoice for services or products provided. Payment to the Contractor will be made through Electronic Funds Transfer (EFT) in accordance with the Prompt Payment Act (5 CFR 1315).

- a. For any questions on submitting an Invoicing Packet contact [InquiriesJ331@dla.mil](mailto:InquiriesJ331@dla.mil), for any discrepancies in payment, contact [j8bvendorpayments@dla.mil](mailto:j8bvendorpayments@dla.mil).

#### **8.3 RESERVED**

#### **8.4 REMEDIES FOR NON-COMPLIANCE**

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

#### **CONTRACT MINIMUM/MAXIMUM**

This is a firm-fixed price indefinite quantity contract. The minimum shall be 20% of the estimated value of the base period. The maximum shall be 200% of the estimated value of the contract. There is no contract minimum for any option period if included in the contract.

## **CONTRACTOR ACCESS TO DLA DISPOSITION SERVICES SITES**

Common Access Cards (CACs) may be required to perform work under this contract. These will be provided at the discretion of the contracting officer. 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.

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](mailto:linda.j.brown@dla.mil).

Hart-Dole-Inouye Federal Center  
74 North Washington Avenue  
Battle Creek, MI 49037-3092

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

*THIS AWARD CONSISTS OF THE FOLLOWING DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:*

**1. Manifest Tracking Log (DLA FORM 2505) (OCT 13)**

<http://www2.dla.mil/officialForms/files1/DL2505.pdf>

**2. Certificate of Recycling (APR 2004)**

[www.dla.mil/Portals/104/Documents/DispositionServices/hazardous/Certificate\\_of\\_Recycling.doc](http://www.dla.mil/Portals/104/Documents/DispositionServices/hazardous/Certificate_of_Recycling.doc)

**3. DoL Wage Determination (96-0223) Revision 45, dated 04/02/2019**

<https://www.wdol.gov/wdol/scafiles/non-std/96-0223.sca?v=45>

**4. Hazardous Waste Profile Sheet (DLA FORM 2511 (NOV 16)**

<http://www2.dla.mil/officialforms/files1/DL2511.pdf>

**5. Performance Work Statement (PWS)**

**6. Price Schedule**

*Revised: 03/15/2017*