

Notes to Offerors

1. This Defense Logistics Agency (DLA) Disposition Services disposal contract is for the removal, destruction and disposal of Aqueous Film-Forming Foam (AFFF) related wastes, including AFFF concentrates, rinsates, contaminated water and solids. Removals will be performed at various Department of Defense (DOD) and Department of Homeland Security (DHS) military installations throughout the Continental United States (CONUS). This requirement is split up into three regions as follows:

Eastern Region of the United States. This region includes installations located in any of the following states: Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and Wisconsin.

Western Region of the United States. This region includes installations located in any of the following states: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

Mid-America Region of the United States. This region includes installations located in any of the following states: Arkansas, Iowa, Kansas, Louisiana, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota, and Texas.

2. All AFFF-related wastes being discarded by the Government under this contract will meet the EPA definition of a solid waste, but will not meet the definition of a hazardous waste under the Resource Conservation and Recovery Act (RCRA) at the time of award of this contract. See Section 1.1.1.b for additional information.
3. All AFFF-related wastes will be thermally destroyed at a fully permitted RCRA incineration facility that is currently listed on the DLA Qualified Facility List (QFL). AFFF concentrates, rinsates, and solids are defined in Section 1.2.10.3 of this contract. For purposes of this contract, incineration will constitute treatment and ultimate disposal.
4. Generators are responsible for ensuring their containerized wastes turned in for disposal are in appropriate packaging for safe and secure transportation and storage.
5. Scheduling of removals will be coordinated between the Contractor and the local DLA Contracting Officer Representative (COR) identified in the AFFF inventory attached to this contract. CORs will coordinate with the military Generators.
6. The Contractor will prepare a Non-Hazardous Waste Manifest or a Uniform Hazardous Waste Manifest for each load removed from a pickup point. Advanced copies of manifests will be sent to the COR at least seven (7) days prior to removal of items. Return copies of manifests and other related documents will be submitted to the COR within 35 calendar days following removal. Bill of Lading (BOL) forms are not authorized for use under this contract.
7. The standard removal time for **containerized wastes** (including pails, drums, cubic yard boxes, tri-wall boxes, and totes removed via box truck or van trailer) for all sites is **30 calendar days** from the date of order issuance. The standard removal time for **bulk wastes** (including liquids and solids removed via tanker truck, vacuum truck, or rolloff box) for all sites is **15 calendar**

days from the date of order issuance. The Contractor agrees that all services will be provided during normal hours of operations for each installation.

8. Disposal pricing under Base CLINs NR91, NR93, and NR94 in the Bid Schedule will include labor, removal, transportation, document preparation/submission, and treatment/disposal of all bulk and containerized wastes. Pricing for containerized waste (CLIN suffixes C1-C6) removed in pails, drums, cubic yard boxes and military tri-wall boxes will be based upon the size of these containers, not on their actual volumetric contents, and will be ordered as each (EA). Pricing for bulk heavy solids (CLIN suffixes B1-B4) removed via rolloff box will be based on the net weight of removed solids and will be ordered as pounds (LB). Pricing for bulk liquid disposal (CLIN suffix B5) applies both to totes and bulk liquids removed via tanker or vacuum truck, and will be ordered as gallons (GL). Removal in totes will be based upon the size of each tote, and not on their actual volumetric contents. E.g., a 275-gallon tote will be ordered as 275 GL of CLIN NR93B5 or NR94B5, as applicable, regardless of the actual gallons contained in the tote. See performance work statement paragraphs 1.2.10.1(c) and 1.2.11(g) for information on lightweight solids in rolloff boxes and bulk liquid removals under 1,500 gallons.
9. Rolloff boxes used in the performance of this contract will be placed by the Contractor or Subcontractor at specified locations within 15 days of order issuance under Daily/Monthly Rental CLINs 6372DR or 6372MR, or Expedited Placement CLIN 6372EE. Rental time begins at time of placement. Rolloff boxes are removed under the appropriate bulk solids disposal CLIN. See sections 3.4 - 3.6 of the Performance Work Statement for additional information.
10. This contract consists of one (1) 30-month Base Period, and one (1) 30-month Option Period. It is a firm-fixed price, indefinite delivery/indefinite quantity (IDIQ) contract written as a performance-based contract and allows the Contracting Officer (KO) to make monetary deductions and/or a negative grade on the Contractor's Past Performance when an Acceptable Performance Level (APL) is not met (see Section 4.0).
11. Within 14 calendar days after Award, the Contractor shall provide the KO with a listing of all intended interim and final disposal facilities by EPA ID number (where applicable) for each Base CLIN listed in the Bid Schedule of this contract (see Facility-CLIN Assignment Sheet). The purpose for this is to allow the Government to assign in the Distribution Standard System (DSS) those facilities that will receive waste under those CLINs ordered for treatment and disposal. If this is not done, Task Orders (TOs) cannot be processed.
12. All questions regarding this solicitation must be received no later than 1200 EST August 13, 2018. Answers will be via amendment to the solicitation. Any questions submitted after this date may not be addressed.
13. **This solicitation will close at 12:00 Noon Eastern Standard Time (EST) on 10 September 2018.**
14. The email addresses for submission of offers are as follows:
Stephen.ngotho@dla.mil.
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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: Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and Wisconsin

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, and all bulk solids via rolloff box, 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. Additional information can be found at: <http://www.rapidgate.com/index.php>.

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/yd³ 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/yd³ 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-yd³ 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-YD³ LINED ROLLOFF BOX

CLIN 6372DR applies to the placement and daily rental fee for a plastic lined, 20-yd³ 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-YD³ LINED ROLLOFF BOX

CLIN 6372MR applies to the placement and monthly rental fee for a plastic lined, 20-yd³ 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 30th 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 30th 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. 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 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-YD³ ROLLOFF BOX WITHIN 7 DAYS

CLIN 6372EE applies to a seven (7)-day placement (delivery) of a 20-yd³ 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.

(Spaced intentionally)

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H
DELIVERABLE	PHASE	STANDARD	TIME FRAME	Including, but not restricted to Section	ACCEPTABLE PERFORMANCE LEVEL (APL)	REDUCTION FOR FAILED APL	METHOD OF SURVEILLANCE
Compliant Removal	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
Compliant Products and Equipment	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
Compliant Special Services	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) 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.

(1) The Contractor will email the completed Facility-CLIN Assignment Sheet to 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

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):

COMPANY:

TITLE(S):

BUSINESS HOURS PHONE NUMBER(S):

24/7 EMERGENCY PHONE NUMBER(S):

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: <http://www.ecmra.mil/>

b. Reporting inputs will be the labor executed during the period of performance during each Government fiscal year (FY), which runs from October 1 through September 30. While inputs may be reported 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 <http://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 CONTRACTOR ACCESS TO DLA DISPOSITION SERVICES DISTRIBUTION STANDARD SYSTEM/ULTIMATE DISPOSAL (DSS/UD), (FOR PHASE II ONLY)

a. In order to process required Contractor disposal documentation (PHASE II), a Contractor must designate personnel within their organization to be assigned a Distribution Standard System (DSS) login to perform input of data into DSS/UD. DOD 5200.2-R, DOD Personnel Security Program, requires DOD military and civilian personnel, as well as DOD consultant and Contractor personnel, who perform work on sensitive automated information systems (AISs) be assigned to positions that are designated at one of three sensitivity levels (IT-I, IT-II, IT-III). These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-Sensitive, respectively.

b. The Contractor shall ensure that individuals assigned to perform input of data into DSS/UD, determined to be an IT-III position, complete and provide the appropriate information for the investigative requirement. Initially, the individual will need to complete the DD Form 2875 and DD Form 1172-2. Instructions for DD Form 2875 can be found at <http://www.dispositionservices.dla.mil/newproc/DDform2875inst.docx> Instructions for DD Form 1172-2 can be found at <http://www.dispositionservices.dla.mil/newproc/DD1172-2inst.pdf>. The individual will be notified if further forms and information will be required based on review of the DD Form 2875 and the DD Form 1172-2.

c. Once access to the DSS has been granted, DLA Disposition Services will notify the Contractor and provide detailed instructions for login and using DSS/UD.

d. For those Contractors that have no experience with DSS/UD, training will be provided by DLA Disposition Services at no additional cost to the Contractor.

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 TO after the waste has been received at the initial TSDF and/or services have been completed.

b. **PRIOR** to submission of Invoicing Packet, the Contractor shall coordinate with the COR to ensure:

1. Return copies of all shipping papers have been received by the COR.
2. All modifications, changes, and/or updates have been completed.

c. An Invoicing Packet shall consist of:

1. Manifest Tracking Log (DLA Form 2505)
 - a. Must use the most up-to-date official form, which can be located at <http://www2.dla.mil/officialforms/pages/DLAformsinventory.html>.
 - b. Must be in Line Item order.
 - c. All header fields and columns 1 through 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 1st, 2nd, 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 DLADispSvcManifesttracking@dla.mil using the following guidance:

1. Subject line shall be formatted as follows: Contract Number-TO Number, Company Name
Example: SP450017D1234-0001, 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 the Distribution Standard System (DSS).
- 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, for any discrepancies in payment, contact j8bvendorpayments@dla.mil.

8.3 POST-PAYMENT TRACKING

- a. The Contractor agrees to enter disposal information directly into the DSS for all items on the TO as the disposal information is received. Contractor access to the DSS shall be coordinated through the Contract Specialist or KO. Notification to the responsible Contract Specialist shall be made within 24 hours after the TO has been input into the DSS. Notification to the Contract Specialist will be made by e-mail. The Contractor must indicate in the subject line of the email that disposal input into the DSS has been completed for specified contract and TO number. The Contractor must also notify the Manifest Tracking Department by email at DLADispSvcsManifesttracking@dla.mil. The subject line shall be in the format “PHASE 2 COMPLETE, Contract/Task Order Number, Company name”. Example: PHASE 2 COMPLETE, SP450017D1234- SP450018F0001, Waste Pickup Co.
- b. If a discrepancy occurs while inputting into the DSS, the following steps will be followed:
 - 1. If there is a problem with the pickup information input by the DLA Disposition Services site COR, the Contractor will contact the Contract Specialist for resolution.
 - 2. If a contractual requirement is not properly executed, e.g., waste turned in under a mandatory incineration CLIN is not incinerated, or a regulatory violation occurs, an email will be forwarded to the Contract Specialist with a copy to InquiriesJ331@dla.mil. The subject line shall be in the format, “PHASE 1-2 PROBLEMS, Contract/Task Order Number”. Example: PHASE 1-2 PROBLEMS, SP450017D1234-0001, Waste Pickup Co.
 - 3. If a technical problem occurs with input into the DSS, the Contractor will email a summary of the problem to InquiriesJ331@dla.mil. The subject line shall be in the format, “PHASE 1-2 PROBLEMS, Contract/Task Order Number, Company name”. Example: PHASE 1-2 PROBLEMS, SP450017D1234-0001, Waste Pickup Co.
- c. Input of disposal information into the DSS by the Contractor will be within 20 calendar days after the waste has been disposed as outlined in Section 8.1.1. By signature on this contract, the Contractor certifies the disposal data input into the DSS is accurate, complete, and meets all requirements detailed in this contract.
- d. The Government reserves the right to subsequently review/audit any and all information provided under this clause. This includes all information directly input into the DSS by the Contractor. Upon being informed of any deficiencies resulting from the Government review/audit, the Contractor shall respond with correcting documentation within 10 calendar days.

- e. No paperwork in conjunction with Phase 2 needs to be submitted to DLA DISPOSITION SERVICES. The Contractor is required to maintain a complete audit trail for all waste streams. The Contractor shall maintain hard copies of all disposal documentation for a period of six (6) years after FINAL PAYMENT ON THE CONTRACT.
- f. This documentation will be made available to the Government upon request within 10 calendar days.

8.4 REMEDIES FOR NON-COMPLIANCE

a. Failure to submit timely and complete documentation for acceptance of payment on a TO under paragraph (a) above 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.

b. Failure to input timely and complete disposal information into Distribution Standard System (DSS) per paragraph (c) above, including resolution of any discrepancies, may be remedied by the Government using any and all contractual means available. This includes, but is not limited to:

(1) Termination for Cause (FAR 52.212-4)

(2) Indemnification (Paragraph 0.1 above)

(3) Inspection of Services FAR 52.212-4

(4) Cessation of Phase I payments identified in paragraph 4.0 and 8.1 above. The KO can elect to cease Phase I payments and revert to delayed payments until after the Contractor's submittal of acceptable Phase II final disposal documentation if the Contractor's number of lines with Phase II documentation in overage status exceeds five percent of total lines ordered against the contract within the current contract period. If such a decision is made, the KO will provide the Contractor with 30-calendar days' advance notice prior to the cessation of Phase I payments. If all other deliverables are being met IAW the contract's Acceptable Performance Levels (APLs), the KO retains the right to exercise the follow-on contract option with the delayed payment process in place for that upcoming period of performance. If Phase I payment is stopped and the Contractor's performance is satisfactory or better in all other areas of contract deliverables and the margin of lines in overage status consistently falls below five percent within a six-month consecutive timeframe, the KO can elect to revert back to payment at Phase I. If payment at Phase I is re-established and the Contractor falls back into a pattern of delinquent Phase II submittals, the Government can elect to cease payment at Phase I under all other DLA Disposition Services hazardous waste contracts held by the Contractor. The Government reserves the right to enforce the aforementioned measure at any point during the performance period of this contract.

(5) Not exercising a follow-on option period. During the life of the current contract term and when contemplating the exercise of a follow-on option period, the KO can elect to not exercise the pending option if the Contractor's number of lines with Phase II documentation in overage exceeds five percent of total lines ordered against the contract within the current contract period.

(6) Past performance evaluations utilized in future contract award decisions. The Contractor's failure to provide Phase II data IAW the timeframes prescribed DLA Disposition Services Solicitation and Contract Instructions and Information on Period of Performance – Including Disposal and Removal, greatly increases the likelihood of getting passed over for future awards. If the Contractor cannot obtain Phase II documentation in a timely manner from a disposal facility qualified for DLA Disposition Services usage, the Contractor shall provide written proof of their multiple attempts to retrieve it to the CO. Disposal facilities that fail to provide timely Phase II documentation to the Contractor run the risk of being removed from the DLA Disposition Services QFL.

c. Note that consideration pursuant to Inspection of Services – Fixed Price, can be taken against any open TO under the contract, not necessarily the TO with documented deficiencies. In addition, consideration may also be taken against another contract if there are no open TOs on the subject contract.

d. By submitting for payment IAW the above terms including post-payment documentation requirements, the Contractor certifies that all services, including receipt at a qualified incineration facility and ultimate disposal of the items, conform in all respects with these contract requirements.

(1) Comply with the requirements of Subpart 42.12 of the FAR;

(2) Agree in writing to the timeline and procedures specified by the responsible CO.

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

Contractor personnel requiring frequent access to military installations must have a Common Access Card. 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.

DLA Disposition Services, J-7
ATTN: Linda J. Brown
Hart-Dole-Inouye Federal Center
74 North Washington Avenue
Battle Creek, MI 49037-3092