

<b>SOLICITATION, OFFER, AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF PAGES 1 70
2. CONTRACT NUMBER <b>EP-S8-13-02</b>	3. SOLICITATION NUMBER <b>SOL-R8-12-00003</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>11/26/2012</b>	6. REQUISITION/PURCHASE NO.
7. ISSUED BY <b>U.S. Environmental Protection Agency Region 8, TMS-G 1595 Wynkoop St. Denver, CO 80202</b>		CODE	8. ADDRESS OFFER TO (If other than Item 7) <b>U.S. Environmental Protection Agency Region 8, TMS-G 1595 Wynkoop St. Denver, CO 80202</b>		
		◀ Commercial Carrier or Hand Delivery	◀ U.S. Mail Delivery		

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and (see L.2) copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Block 7 above** until **11:00 a.m.** local time **01/07/13**  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>(b) (6)</b>	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.	C. E-MAIL ADDRESS <b>(b) (6)@epa.gov</b>
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**OFFER (Must be fully completed by the offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **180** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(a), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	1	11/26/2012		
	2	04/02/2013		

15A. NAME AND ADDRESS OF OFFEROR <b>Environmental Restoration, LLC 1666 Fabick Drive Fenton, MO 63026</b>	CODE <b>008198421</b>	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <b>[Redacted]</b>
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. <b>636 227-7477</b>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE <b>[Redacted]</b>	18. OFFER DATE <b>4/11/13</b>

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED <b>All Items</b>	20. AMOUNT <b>\$ 200,000.00</b>	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	<b>BLOCK 25</b>
24. ADMINISTERED BY (If other than Item 7) CODE <b>U.S. Environmental Protection Agency Region 8, TMS-G 1595 Wynkoop St. Denver, CO 80202</b>		25. PAYMENT WILL BE MADE BY CODE <b>U.S. Environmental Protection Agency Research Triangle Park Financial Management Center Mail Code D143-02 Research Triangle Park, NC 27711</b>	
26. NAME OF CONTRACTING OFFICER (Type or print) <b>(b) (6)</b>		27. UNITED STATES OF AMERICA <b>(b) (6)</b> (Signature of Contracting Officer)	28. AWARD DATE <b>4/11/13</b>

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.



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	<b>2</b>	<b>04/02/2013</b>		

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15B. TELEPHONE NUMBER AREA CODE <b>636</b> NUMBER <b>227-7477</b> EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE <b>[REDACTED]</b>	18. OFFER DATE
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<b>U.S. Environmental Protection Agency Region 8, TMS-G 1595 Wynkoop St. Denver, CO 80202</b>	<b>U.S. Environmental Protection Agency Research Triangle Park Financial Management Center Mail Code D143-02 Research Triangle Park, NC 27711</b>

26. NAME OF CONTRACTING OFFICER (Type or print) <b>(b) (6)</b>	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE
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**B.1 FIXED RATES FOR SERVICES—INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984) DEVIATION (AUG 1987)**

The fixed rates set forth in Attachment 2 shall apply for payment purposes for the duration of the contract.

The rates set forth in Attachment 2 cover all expenses including wages, indirect costs, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task orders and accepted by the EPA Project Officer. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task orders.

The following additional limitations apply:

- (a) Fixed labor rates apply only to the employees of the listed contractors and team subcontractors. The fixed labor rates are not applicable to labor provided by personnel who are not employees of the listed prime contractors and team subcontractors. Such labor shall be considered subcontracted effort for which the contractor shall be reimbursed at cost subject to those limitations in paragraph (c) below. (See clause in Section B, “Fixed Rates for Labor, Equipment and Other Items”; and Section H, “Definitization of Provisional Rates”.)
- (b) Equipment items identified in the pricing schedule are those that historically have experienced the highest utilization on emergency response and removal sites. Fixed rates for equipment apply to those items on the list that are company owned. (See the clause in Section B, “Fixed Rates for Labor, Equipment and Other Items”; and Section H, “Definitization of Provisional Rates”.)
- (c) After award of the contract, if the Contractor provides a labor category for which a fixed rate has not been established, whether or not it is provided from the contractor’s own resources (i.e. their employees), or through a third-party subcontract, reimbursement shall be at a cost subject to the following conditions:
  - (i) Provisional rates may be established solely by the Contracting Officer. Provisional rates shall include direct cost, indirect cost, and profit. (See Section H, Definitization of Provisional Rates)
  - (ii) The Contracting Officer will determine if the provisional rates will be negotiated on a site by site basis, or on a contract-wide basis.
- (d) The rate or rates set forth in the Pricing Schedule cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit. The equipment rates shall apply to equipment whether it is contractor-owned or rented/leased and

shall be inclusive of all costs (operation and maintenance, repair costs, depreciation and other acquisition costs and indirect costs, as applicable) except fuel. Fuel is considered an Other Direct Cost.

- (e) The contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task orders issued by the EPA Ordering Officer (See Clause G.1) and accepted by the Contracting Officer. If work under a task order crosses into another period, the Government shall reimburse the Contractor for labor and equipment provided under a task order at the rates in effect in the period in which the work is performed. If work under a task order extends past the last year, the last year's rates will remain in effect for the duration of the task order.
- (f) The contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task orders.

## **B.2 FIXED RATES FOR LABOR, EQUIPMENT AND OTHER ITEMS**

### **(a) LABOR**

- (1) The fixed rates for labor, equipment, and other items specified in Section B, Clause entitled "Fixed Rates For Services–Indefinite Delivery/Indefinite Quantity Contract" are inclusive of all expenses, including salaries, overhead, general and administrative expenses and profit. The "Straight Time Rates" shall be charged for the first 40 hours worked by an employee during any 7-day weekly period, except for Sundays and Holidays or in accordance with the contractor's established policy.
- (2) EPA shall not reimburse the Contractor for any straight time, overtime, or Holiday time rates unless those amounts are actually paid to the employees. "Overtime Rates" shall apply for work in excess of 40 hours per week, except for exempt (salaried) employees in accordance with the contractor's established policy.
- (3) Labor costs shall be computed by multiplying the appropriate hourly rate by the actual number of direct labor hours performed.
- (4) All overtime work must be approved in advance by the Contracting Officer or Ordering Officer.
- (5) When an individual employee's normally assigned category of labor is higher than the function he/she is performing during any period of work at a specified site, the rate charged for that employee shall be based on the function that the employee is performing, (e.g. a Chemist who is performing the duties of a laborer shall be charged at the fixed rate for a laborer during the period of time he or she is performing these duties.)
- (6) When an individual employee's normally assigned category of labor is lower than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid to that employee (e.g. a

Laborer, performing the duties of a Truck Driver, shall be charged at the fixed rate of a Truck Driver, only if the employee is paid by the Contractor at the rate of a Truck Driver.) If the employee is not paid at the higher rate, the Contractor shall only bill at the rate of the employee's normally assigned category of labor. The employee must meet the qualifications set forth under this contract for the labor category being performed.

- (7) When an employee is required to travel in excess of fifty (50) miles one way from his/her residence or place of employment (whichever is less) to a site and return within a standard work day, such travel time is considered work time for which reimbursement by the Government may be made at straight time rates. Reimbursement for travel time will not be made by EPA if the contractor's employees are not paid for travel time.
- (8) When an employee with a classification similar to that in Section I- SERVICE CONTRACT ACT, as amended, is required to travel in excess of fifty (50) miles one way from his/her residence or place of employment (whichever is less) to a site and return, and if such travel extends beyond their normal working hours, the travel time shall be considered work time. When the hours worked are in excess of forty (40) hours per week, then that time is also considered work time for which overtime shall be paid at the applicable overtime rate. If travel is by an employee with a classification other than that listed under the Service Contract Act of 1965 As Amended (FAR 52.222-41 in Section I) (i.e., Project Manager, Chemist, etc) and results in a workday in excess of a standard workday, such additional time shall be reimbursed at the applicable rates (straight time or overtime as identified in Clause B.1), provided however, that these employees are actually paid for such additional time.
- (9) For an employee, routine daily commuting time (less than 50 miles one way) to and from the work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location.
- (10) In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe conditions, or some other conditions beyond either the control of the contractor or the control of the Government, EPA will not reimburse the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site.
- (11) Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulations subpart 31.205-46, Travel Costs. Travel expenses include costs for transportation, lodging, meals and incidental expenses incurred by contractor personnel in performance of this contract. Travel expenses are allowable for each employee required on-site if the work site is in excess of fifty (50) miles one way from the individual's place of employment or residence and total work day (including travel time) exceeds 12 hours per day. The "50 miles in 12 hours" is the current stipulation in the Federal Acquisition Regulation for travel costs and may be superseded by later editions of the FAR and travel regulations. The regulations in effect at any given time govern travel costs under this contract. Travel expenses may include General and Administrative expenses to the extent that the Contractor's normal accounting practice to charge on such a basis. In the

performance of necessary travel allocable to a particular task order, the Contractor shall use the least expensive means available to the extent consistent with the requirements of each response action. Once employees are working on site, the Contractor may elect to make personnel substitutions. However, EPA will not pay any associated travel charges for any such substitution unless determined to be appropriate by the On-Scene Coordinator (OSC). On occasions where an employee takes sick or vacation leave from an EPA site, the government will not pay any travel costs associated with the departing employee or for the employee designated as the replacement. Reimbursement of travel expenses by EPA will be consistent with the Federal Travel Regulations and subject to the following:

- (i) Costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (FTRs). Documentation to support actual costs incurred shall be in accordance with the contractor's established practice; however, notwithstanding the contractor's policy, a receipt is required for each expenditure in excess of \$75.00. Thus, lodging costs will be reimbursed by EPA for only actual costs incurred and paid by the contractor up to the ceiling established in the FTR'S. The contractor may elect to reimburse its employees for meals and incidental expenses on a per diem basis, and the Contractor will be reimbursed for such PAYMENTS, provided the employees are actually paid on a per diem basis. In no event shall the reimbursement be more than what is paid to the recipient employee.
  - (ii) Consistency shall be maintained between the 1900-55s and invoicing procedures for audit verification purposes. The Contractor shall document employee receipt of these allowances.
- (12) To the maximum extent practicable consistent with travel requirements, the contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bonafide employees' travel that are otherwise reimbursable as a direct cost pursuant to this contract and when use of such rates results in the lowest overall costs. The contractor shall submit requests, including pertinent information, for specific authorization to use these rates to the Contracting Officer.
- (13) Nothing in this clause shall authorize transportation, lodging or accommodations, or related services which are not otherwise reimbursable under this contract. Nothing in this clause requires vendors to make available to the contractor city-pair contract fares, other Government discount air fares, or special hotel/motel rates.
- (b) EQUIPMENT
- (1) Fixed equipment rates constitute billable charges to the Government for use of equipment items. Equipment is billable at the point equipment arrives on the site up to the time equipment is demobilized from the site. The equipment fixed rate is not billable for non-

working days (ie. Sundays & Holidays). The Contracting Officer may negotiate a different billing arrangement for a site or a Task Order with unusual circumstances or unusual duration.

- (2) Fixed rates established for equipment items shall represent the maximum ceiling or cap for such items, whether contractor-owned or based on rental/lease quotes. In the event that the contractor obtains equipment through a short-term lease or rental arrangement (i.e. less than 12 months) the contractor shall obtain competitive bids from the geographical area in which the work is taking place. While the government may pay less than the fixed rate for equipment items due to competition, the contractor may not exceed the rate specified in the contract unless authorized by the Contracting Officer.
- (3) Fixed rates are exclusive of operators and fuel, unless otherwise specified. All equipment must be provided in good working order; routine maintenance and any repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the contractor's expense. Thus, repairs and maintenance performed on site by fixed rate labor personnel will be excluded from the labor charged during such occurrences.
- (4) The equipment rate shall apply only to contractor owned equipment and shall be inclusive of all costs (operation and maintenance, repair costs, depreciation and other acquisition costs and indirect costs, as applicable). Any equipment that is leased shall be billed at cost with applicable indirect cost applied.
- (5) The daily rate for equipment shall not be charged to the contract when the equipment is not available for use. Examples include: routine repair or scheduled maintenance.
- (6) If, after the On-Scene Coordinator (OSC) informs the Contractor that the equipment is no longer needed at the site and the contractor elects for his convenience to store the equipment on site, the equipment shall not be charged to the contract.
- (7) The contractor shall coordinate with the OSC to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action, in order to reduce equipment idle-time.
- (8) When the contractor elects to remove an item of equipment from the site during the period of the task order, such removal shall be permitted subject to the consent of the OSC provided that the equipment is returned to its location for use when required by the OSC. No charge shall be incurred by the government, while the equipment is off site.
- (9) Repairs or maintenance necessitated by extraordinary circumstances beyond the control of the contractor and outside the normal course of doing business and not due to negligence or carelessness on the contractor's part, may be allowed as a direct charge at the discretion of the OSC and/or Contracting Officer. This approval by EPA must be documented on the 1900-55 or other mechanism verifying approval. In such cases, damaged equipment will be evaluated based on the following general guidelines: 1)

issues raised by the contractor prior to damage or actual usage, 2) extraordinary circumstances/conditions, 3) emergency conditions, and 4) carelessness/negligence.

(10) Method of Charging

- (i) The maximum charge for each specific equipment item used on a task order shall not exceed the contractor’s average purchase price/average capital value for all pieces of equipment in that category in his inventory. These values will be provided on electronic media (CD/DVD or flash drive) annually on the anniversary date of the contract. The number provided will be verified as the appropriate value on the anniversary date of the contract. In the event that the average purchase price is reached on a particular task order, a usage rate must be negotiated with the Contracting Officer before any additional costs are incurred. The usage rate is to reimburse the contractor for operating costs such as maintenance, license, insurance, etc.
- (ii) Notwithstanding any of the provisions stated herein, the rate which results in the lowest total overall cost to the Government shall apply regardless of the amount of usage.
- (iii) Where items of equipment are shared at concurrent or consecutive response actions between two or more sites, the contractor shall charge rates as though it were a single task order. For example, if an item of equipment were shared on two sites in one day, the government should be charged for only one day use instead of two days use. For purposes of this clause, concurrent and consecutive response action sites are those sites within 50 miles of the original site.

(c) OTHER DIRECT COSTS (ODCs)

(1) Other Direct Cost (ODCS) include all other efforts, beyond the provision of fixed labor and equipment, which are necessary for conducting the Emergency and Rapid Response Services. Such efforts typically include, but are not limited to:

<u>Description</u>	<u>Estimated</u>
Transportation and Disposal	\$ [REDACTED]
Travel	\$ 4 [REDACTED]
Subcontracts and other ODCS, Including Materials	\$ [REDACTED]

- (2) ODCs are items, which are allowable direct costs to the contract for which EPA may reimburse the contractor. ODCs will be treated in accordance with the Clause entitled “Allowable Cost and Payment” (FAR 52.216-7). Such items shall be charged in accordance with the contractor’s established and accepted accounting practices.
- (3) The Contractor shall not direct charge expendables or other items that are included in their indirect cost structure in accordance with the contractor’s accounting system.

Notwithstanding the following list of items that are expected to be included in the contractor's inventory, for any individual Task Order which is of unusual magnitude or circumstances, the contractor may request the Contracting Officer to approve direct reimbursement of a specific item for that Task Order only.

At a minimum, the Contractor shall include all items listed in Attachment 2, CLIN 002 (same for all years) in its inventory. This list of inventory items may be updated at time of award and throughout the life of the contract.

(d) TRAVEL

The amount specified in the schedule for travel is an estimate only. The estimated amount for travel may be greater or less than the amount specified as long as the maximum contract ceiling amount/total estimated contract amount is not exceeded. Travel costs will be subject to the restrictions found in FAR 31.205-46 and Federal Travel Regulations.

(1) The Contractor(s) primary mobilization points are

Denver, CO  
Salt Lake City, UT

(2) When an employee is required to travel in excess of fifty (50) miles one way from his/her residence or place of employment (whichever is less) to a site and return, such travel is considered work time for which reimbursement by the Government shall be made at appropriate rates. Reimbursement for travel time shall not be made by EPA if the contractor's employee(s) is/are not paid for travel time. Miles shall be measured in actual miles as determined by the CO.

(3) For any employee, routine daily commuting time (less than 50 miles one-way) to and from the work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location.

(4) Except as explicitly set forth below, the contractor shall be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the contractor's employees.

(5) Consistent with the expected duration of the site, the contractor shall ensure to the extent practicable, that lodging is secured on "other than a daily rate basis" so that maximum quantity and term discounts are achieved.

(6) Further, on long-term sites, to the maximum extent practicable/possible, the contractor shall secure full service lodging suites inclusive of kitchen facilities. A long-term site is defined as an active site with a duration of greater than sixty days. When this is accomplished, subsistence will be reduced to a percentage of the offeror's standard policy

for reimbursement for meals and incidental expenses. The contractor shall submit a proposed rate/percentage to the CO when this long-term situation is realized. Personnel subject to this limitation include alternate relief

(e) NON-ROUTINE EQUIPMENT AND SPECIALIZED LABOR

The ODC category in the schedule is intended for those costs not specified elsewhere in the schedule, such as Specialized Labor and non-routine equipment. Non-routine equipment is defined as any equipment not included in the fixed rate equipment list found in this clause. Non-Routine equipment charges must be approved in advance by the CO.

Costs for Specialized Labor are separate and distinct from the fixed rates. Allowable and allocable direct and indirect costs for Specialized Labor which have been authorized by the CO in a TO may be paid on a pre-approved basis. Costs for Specialized Labor will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7)" and shall be charged in accordance with the contractor's established and accepted accounting practices.

As appropriate, a ceiling shall be established in a TO for Specialized Labor for current contract year and/or TO period of performance. Cumulative costs for Specialized Labor for the prime contractor and all team subcontractors in excess of the amounts established in the TO are not allowable as a charge to this contract without the prior written approval of the CO.

Specialized Labor includes, but is not limited to, the following professional specialists not available for day to day operations:

- Structural Engineers
- Compressed Gas Cylinder Expert
- Ordinance Specialist
- Construction Inspection
- Professional Engineer
- Process Engineer/Specialist
- Design Engineer
- Chemical Engineer
- Analytical Data Validators
- Relocation Specialist
- Surveyor

(f) Advance Approval of Costs

All costs, whether incurred through fixed rates, or on a fixed price basis, must be approved IN ADVANCE by the Contracting Officer as appropriate. These costs must be incurred and paid by the contractor as a precondition to Government payment or reimbursement.

NOTE: The term "costs" is defined to mean allowable amounts for response services in

accordance with the terms and conditions of the contract as modified, including but not limited to: straight time labor, overtime labor, equipment usage, mobilization, demobilization, travel time, per diem, subcontracted items, and materials.

(g) NEGOTIATION OF ADDITIONAL FIXED RATES AND USE OF PROVISIONAL RATES

- (1) If necessary, additional items may be added to the Section B clause entitled “Fixed Rates For Services–Indefinite Delivery/Indefinite Quantity” with fixed rates negotiated and agreed to between the parties. If mutually agreed to by the Contracting Officer and the Contractor, specific rates (fixed or provisional) for items, which are not included in Section B may be negotiated. If the contractor identifies additional items for inclusion in Section B, Clause entitled “Fixed Rates For Services– Indefinite Delivery/Indefinite Quantity Contract” or an item for which development of a fixed rate applicable to an individual task order is appropriate, the contractor shall furnish the Contracting Officer a written request identifying the item and the proposed rates. The request shall include cost and pricing data (i.e., rental quotes) supporting the proposed rate which is acceptable to the Contracting Officer which includes, but is not limited to, the Contractor’s company-wide equipment usage log.
- (2) If an item is utilized on a Task Order prior to a fixed rate being negotiated with the Contracting Officer, a provisional rate applicable to only that Task Order or the contract may be approved by the Contracting Officer and invoiced by the Contractor, for labor categories or equipment items only. Charges for the item shall be at the applicable provisional rate(s) established by the Contracting Officer. If a different rate is then negotiated under Paragraph A above or at the time of Task Order or provisional rate finalization, the Contractor shall make an appropriate adjustment on the subsequent 1955 before invoicing for the Task Order. Provisional rates for equipment items will only be approved in unusual circumstances.
- (3) The Government will not reimburse the contractor for mobilization and demobilization costs, except when the equipment is utilized for its intended function. For example: If an over-the-road tractor and lowboy Trailer are utilized in transporting a bulldozer to or from a site, only the tractor and trailer would be paid at the applicable negotiated rate listed in Section B, Clause entitled “Fixed Rates For Services– Indefinite Delivery/Indefinite Quantity “ above since its function is mob/demob. The bulldozer would be billable at the point it arrives on the site up until the time of demobilization. The truck driver labor during mobilization or demobilization will be reimbursed at the applicable fixed rate specified in Section B, Clause entitled “Fixed Rates For Services– Indefinite Delivery/Indefinite Quantity Contract”.
- (4) The Contractor agrees to make every effort to mobilize/demobilize equipment and personnel from the nearest available location to the site of the response action. However, in no event shall the charge for mobilization/demobilization exceed what the charge for mobilization/demobilization would be if the equipment or personnel were

mobilized/demobilized from the contractor's mobilization point located closest to the site. Once mobilized, the Contractor may elect to substitute identical equipment or labor types for what is already on site. However, EPA will not pay any additional mobilization/demobilization charges for any such item/service (labor type).

- (5) The Contractor's primary mobilization points for equipment and labor are listed below. The Contractor shall establish offices in the mobilization cities within 30 days after contract award (Note: Mobilization points shall be within Region VIII).

Denver, Colorado,  
Salt Lake City, Utah

Mobilization shall not apply to equipment and/or personnel, which are mutually determined to be "uniquely" specialized. The Contractor shall receive prior verbal or written approval from the Contracting Officer before mobilizing equipment and/or personnel determined to be "uniquely specialized".

(h) ITEMS NOT IDENTIFIED ON EQUIPMENT LIST

For items not identified on the Equipment List in Section B, Clause entitled "Fixed Rates For Services–Time and Materials or Labor Hour Contract" but required to accomplish tasks at the site, the contractor may provide owned, rented, or leased equipment. Where the cost of the equipment to be charged to the Task Order exceeds \$2,500.00, the equipment shall be obtained competitively. In cases where the contractor owns the equipment, the contractor may submit a quotation/bid for that owned equipment along with quotations/bids from other sources. In order to provide the best value to the government, the evaluation of the quotes/bids submitted must include the addition of G&A to the quotes/bids of outside sources, if appropriate, any mobilization and demobilization costs for owned or rented equipment, and any other factors necessary to reflect total costs to the Task Order for that particular piece of equipment. When other sources are available, owned equipment rates must be competitive with market rates and the price determined to be reasonable.

**B.3 LIMITATION OF THE GOVERNMENT'S OBLIGATION UNDER TASK ORDERS**

- (a) Regardless of the type of Task Order issued (i.e. fixed price or fixed rate), the individual Task Order may be incrementally funded.
- (b) Under each task order, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of any items for the Government's convenience, approximates the current funding allotted to the task order. The Contractor will not be obligated to continue work under a task order beyond that point. The Government will not be obligated, under any circumstances, to reimburse the contractor in excess of the amount obligated on a task order except for reimbursement of termination settlement costs as provided in (h)(3) of the clause entitled, "Termination (Cost-Reimbursement) Alternate IV."

- (c) The Contractor will notify the CO and COR, in writing, at least 7 calendar days prior to the date when, in the Contractor's best judgement, the work will reach the point at which the total amount payable by the Government, including any costs for termination for convenience, will approximate 85% of the total amount currently obligated to the task order. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance under the task order through the end of the current period of performance. If after such notification, the CO does not issue a task order modification obligating additional funds by the date identified in the Contractor's notification, or by an agreed substitute date, the CO will stop work or terminate for convenience the task order for which additional funds have not been obligated, pursuant to the clause entitled "Termination (Cost-Reimbursement) Alternate IV."
- (d) The parties contemplate that the Government will obligate additional funds for continued performance under the task order by issuance of a task order modification. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional obligated funds.
- (e) If the Contractor incurs additional costs or is delayed in the performance of the work under the task order solely by reason of failure of the Government to obligate additional funds by the dates indicated in a fixed price task order in amounts sufficient for timely performance of the task order requirements, and if additional funds are obligated, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time, prior to termination, obligate additional funds for the performance of the task order.
- (g) The provisions of this clause are limited to the work and obligation of funds for a task order. This clause no longer applies once the task order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract for convenience or default pursuant to the contract clause entitled "Termination (Cost Reimbursement) Alternate IV."

#### **B.4 MOBILIZATION**

The Government's intent is to allow a contract mobilization period of thirty (30) calendar days between the contract award date and the contract start date. Therefore, the contractor shall be fully staffed and operational, ready to accept work from EPA at the end of the 30 day mobilization period. During this time period, any ongoing work from the predecessor contract **may be** transitioned to this contract. The costs for mobilization are included in the fully loaded fixed rate.

#### **B.5 RESPONSE TIME**

The contractor shall provide a management and personnel structure that will ensure that

personnel are available on a 24 hour-a-day basis and that responses are conducted in accordance with the technical direction outlined in Tos or as provided on On-Scene Coordinators (OSCs). For emergency response actions requiring immediate mobilization to the site, the contractor will be required to be en route within two (2) hours and arrive at the site no later than four (4) hours from notification for the following primary mobilization cities within Region VIII:

- (1) Denver, Colorado
- (2) Salt Lake City, Utah

For other emergency response actions requiring immediate mobilization to the site, the contractor will be required to be en-route within two hours and arrive at the site no later than twelve (12) hours from notification.

Typically, for other than emergency removal responses (time critical and non-time critical removals), the contractor will be required to deliver all required personnel, equipment, materials and other necessary items within 72 hours of notification. The exception to this is if the task order (TO) or the ordering officer requests a specific mobilization date and time.

#### Regional Cross-Over

Regional cross-over responses to areas outside of Region 8 are a possibility. Response times for such a cross-over will be negotiated at the time the TO is issued.

The minimum requirements for response services in the zone of coverage in the time limits specified is: one (1) Response Manager (RM) and two (2) Cleanup Technicians and equipment as required to accomplish the work under the TO as requested by the Ordering Officer.

The Region will issue task orders (Tos) to a central single point-of-contract (POC), designated by the contractor as the representative for the overall administration of task orders. The contractor's POC and Program Manager (PM) may be same person.

The POC, or PM shall be the contractor's representative to initiate work, assign response personnel and commit equipment, materials, and other resources specified with this contract. The POC, or PM will ensure that all such items are available within the required response time limits.

The OSCs are authorized and duly delegated to direct and coordinate the execution of the TO for each response action. This includes directing the execution of the TO, through the designated contractor's Response Manager (RM) who is assigned by the contractor's POC for the specific removal actions. The RM is the contractor's representative for the site and shall be responsible for the day-to-day decision making processes pertaining to on-site activities, which are approved by the EPA OSC.

The POC, or PM for the contractor will also be the primary contact for coordination of contractual activities and programmatic requirements with the EPA Project Officer (PO) and the EPA Contracting Officer (CO). Coordination responsibilities include reporting on work progress, providing cumulative financial data, discussing contract status and resolving programmatic issues.

**B.6 TYPE OF CONTRACT**

The Government contemplates award of a Fixed-Rate, Indefinite Delivery/Indefinite Quantity contract from this solicitation. This is a total small business set-aside and open to all small business socioeconomic classifications as outlined in Federal Acquisition Regulation (FAR) Part 19, "Small Business Programs". The period of performance of the contract will consist of a two-year base period, two two-year option periods, and a final one-year option period, for a total of seven (7) years.

**B.7 MINIMUM AND MAXIMUM AMOUNTS**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$200,000.00. The amount of all orders shall not exceed the ceiling price of \$ 78.6 million. The table below estimates the costs by contract year.

INCREASED CAPACITY: The total dollar amount for the increased capacity pool will apply to the entire contract and shall not exceed 33 percent of the total contract labor, equipment and Other Direct Costs (ODCs). The rates for the increased capacity shall be the same as the specified rates in the contract.

**Total Capacity for Years 1-7 of the Contract (SUMMARY ROLLUP FOR ALL YEARS)**

Contract Period	Estimated Costs
Base Period – Years 1-2 (CLIN 001-CLIN 005)	
1 <sup>st</sup> Option Period – Years 3-4 (CLIN 001-CLIN 005)	
2 <sup>nd</sup> Option Period – Years 5-6 (CLIN 001-CLIN 005)	
Last Option Period – Year 7 (CLIN 001-CLIN 005)	
Total for Base Period and Option Periods	
Total for Disaster Relief (33% of Years 1-7)	
Grand Total for Base, Option Periods, and Disaster Relief	

## **SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 CONTRACT STATEMENT OF WORK**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Statement of Work (SOW) included in Attachment 1. Work will be ordered by issuance of task orders in accordance with the Section H clause, Ordering Work.

### **C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON EPA CONTRACTS**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the Contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime Contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a Contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

### C.3 ADDITIONAL CONTRACTOR REQUIREMENTS

- (a) The Contractor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for critical review and advance written approval by the Contracting Officer or the Contracting Officer's Representative (COR). When submitting materials or reports that contain recommendations, the Contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based.
- (b) The Contractor shall not provide any legal services to EPA under this contract absent express written advance approval from EPA's Office of General Counsel. The Government will make all final regulatory, policy, and interpretive decisions resulting from Contractor-provided technical support under this contract and make the final decision on all Contractor-provided assessments and recommendations.
- (c) The Contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express advance written approval.
- (d) In all contact with the public and Government officials, contractor personnel shall identify themselves as contractor employees working under contract to EPA. All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall contain the individual's name and company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name.
- (e) When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so there is no possible appearance of being EPA officials.

**SECTION D – PACKAGING AND MARKING**

[There are no clauses in this section.]

**SECTION E – INSPECTION AND ACCEPTANCE****E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

<b>Regulation</b>	<b>Clause No.</b>	<b>Date</b>	<b>Clause Title</b>
FAR	52.246-4	Aug 1996	Inspection of Services – Fixed Price.

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FAR 52.246-11) (FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below.

<b>(X)</b>	<b>Title</b>	<b>Number</b>	<b>Date</b>	<b>Tailoring</b>
X	Specifications and Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	2004 or most recent version	See Below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

EPA quality requirements documents may be accessed electronically at the following websites:

<http://www.epa.gov/quality/>

<http://www.epa.gov/region8/qa/reference.html>

**(52) Pre-award Documentation:**

The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

<b>(X)</b>	<b>Documentation</b>	<b>Specifications</b>	<b>Due</b>
X	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [EPA/240/B-01/002, dated March 2001]	With offer

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

**B. Post-award Documentation:**

The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

(X)	Documentation	Specifications	Due
X	Quality Assurance Project Plan for Each Applicable Project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [EPA/240/B-01/003, dated March 2001]; EPA Guidance for Quality Assurance Project Plans [EPA/240/R-02/009, dated December 2002]	As directed via task order
X	Contractor's Annual QA Review	Contractor's approved QMP; Policy to Assure Competency of Laboratories, Field Sampling, and Other Organizations Generating Environmental Measurement Data under Agency-Funded Acquisitions [3/28/11 or most recent revision, available at <a href="http://www.epa.gov/fem/lab_comp.htm">http://www.epa.gov/fem/lab_comp.htm</a> ]	Annually, within 30 calendar days of contract anniversary date

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the Contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval. The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

**SECTION F – DELIVERIES OR PERFORMANCE****F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
FAR	52.242-15	Aug 1989	Stop-Work Order
EPAAR	1552.211-75	Apr 1984	Working Files
EPAAR	1552.242-71	Oct 2011	Contractor Performance Evaluations

**F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000) ALTERNATE I**

The Contractor shall prepare and deliver the reports listed below to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

The reports shall be distributed as follows to the following addresses listed:

For Federal On-Scene Coordinator  
(FOSC) and Project Officer (PO)

U.S. EPA Region VIII  
Mail Code (8EPR-ER)  
1595 Wynkoop St  
Denver, CO 80202-1129

For Contracting Officer (CO) and  
Quality Assurance (QA) Officer

U.S. EPA Region VIII  
Mail Code (TMS-G)  
1595 Wynkoop St  
Denver, CO 80202-1129

Report	Due	Addressee	Hard Copies	Electronic Copy
Contractor's Daily Cost Report (EPA Form 1900-55)	Daily	FOSC	1	Yes (RCMS)
	w/invoice	PO		Yes
	w/invoice	CO		Yes
CERCLA Daily Work Order	Prior to each day's activities	PO FOSC	1	
CERCLA Off-Site Disposal Report	10 days after disposal is complete	FOSC PO		Yes Yes
Progress Report	Monthly	PO		Yes
		CO	1	Yes
Allocation of Non-Site Costs Report	Annually	Program Costing Staff	1	
		Project Officer		Yes

Report on Environmentally Preferable Practices	Annually	Contracting Officer	1	Yes
		Project Officer		Yes

**MANDATORY REPORTS:****1. Contractor Daily Cost Report (EPA Form 1900-55)**

Type: Final

Content Requirements:

Estimated or actual daily usage and cost information on personnel, equipment, materials, sample analysis, transportation, disposal, subcontract charges, travel and subsistence, and miscellaneous and other direct costs. The Contractor Daily Cost Report, EPA Form 1900-55, shall be generated using the EPA-developed Removal Cost Management System (RCMS) Windows Version 2000 or higher and the data set forth in this paragraph. The software will be provided at time of award by EPA's Emergency Response Team. A computer capable of accommodating Windows 2000, or higher, is required to run RCMS applications. After completion of the draft EPA Form 1900-55, it shall be reviewed by the contractor and the Federal On-scene Coordinator (FOSC), finalized and signed by the contractor and then signed by the FOSC. If electronic power and/or a computer are not available, the contractor shall submit handwritten 1900-55s to the OSC. All handwritten Daily Cost/Receiving Reports must be entered into RCMS within three working days. **NO 1900-55 SHALL BE CHANGED AFTER IT HAS BEEN FINALIZED; ANY CORRECTIONS SHALL BE MADE ON A NEW 1900-55.** All estimated costs sometimes referred to as "await bills" shall be finalized by the contractor within 30 calendar days after payment of the costs by the contractor. Within 90 calendar days of the completion of site work, the contractor shall:

- Enter into RCMS all costs incurred, but not previously recorded into RCMS. "Reconciliation" 1900-55s for these costs will be generated, reviewed and verified in accordance with procedures for daily 1900-55s.
- Submit a "reconciliation" invoice for these "reconciliation" 1900-55s, as well as costs recorded in RCMS, but not previously invoiced. The "reconciliation" invoice will be generated, reviewed and approved in accordance with procedures for monthly invoices.
- Notify the CO in writing that all costs claimed for this TO have been recorded in RCMS and invoiced.

Delivery Schedule:

On site – The contractor shall provide a copy to the FOSC at end of each work day, or no later than noon the following day. The contractor may submit a monthly 1900-55 to capture await bills being finalized after demobilization from the site within 90 calendar days. Any 1900-55s mailed to EPA shall be mailed to the attention of the Project Officer.

Approval:

FOSC reviews and signs 1900-55s daily, while on site. When off site, the FOSC will review/approve 1900-55s within 10 calendar days of receipt.

## **2. CERCLA Daily Work Order**

Type: Final

Content requirements:

Written work report jointly prepared by the response manager and on-scene coordinator in advance of each day's activities or other interval, as appropriate, specifying work to be performed and the number and types of personnel, equipment, and materials to be used and any other activities to be performed. This report also documents work accomplished.

## **3. CERCLA Off-Site Disposal Report**

Type: Final

Content requirements: See form provided in Exhibit 1 below

Distribution: PO, FOSC

Delivery Schedule: Report to be completed by cleanup contractor and received by PO within 10 calendar days after disposal has been completed at each site.

## **4. Monthly Progress Report**

- (a) The Contractor shall furnish copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.
- (b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.
- (d) The report shall specify financial status at the contract level as follows:
  - (1) For the current reporting period, display the amount claimed.
  - (2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
  - (3) Labor hours.
    - (i) A list of employees, their labor categories, and the numbers of hours worked for

- the reporting period.
- (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
  - (iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.
  - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
- (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
- (6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.
- (e) The report shall specify financial status at the work assignment or delivery order level as follows:
- (1) For the current period, display the amount claimed.
  - (2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
  - (3) Labor hours.
    - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
    - (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
    - (iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
    - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
    - (v) Display the estimates of remaining direct labor hours and costs required to

complete the work assignment or delivery order.

- (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
- (5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.
- (6) A list of deliverables for each work assignment or delivery order during the reporting period.
- (f) This submission does not change the notification requirements of the “Limitation of Cost” or “Limitation of Funds” clauses requiring separate written notice to the Contracting Officer

## **5. Site Safety Plan**

The contractor shall submit a Site Safety Plan, as specified in the delivery report which content conforms with 29 CFR 1910.120 and addresses, but is not limited to, three major areas: (1) the site itself, include any geographic hazards which may exist; (2) the materials/chemicals involved, including the nature of each (i.e., explosive), exposure, recommendation for level of safety equipment to be used at site as well as personal protection; and (3) all emergency services available locally, such as fire department, ambulance and hospitals, with telephone numbers for each.

## **6. Annual Allocation of Non-Site Costs Report**

- (a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.
- (b) Within 90 calendar days after the end of each FY, the contractor shall provide the Program Costing Staff (PCS) of the Office of Financial Management, EPA the total amount of all paid invoices for the annual allocation period. PCS will reconcile this amount and confirm the total amount paid. Once the contractor receives confirmation of the reconciliation amount, the contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 calendar days after receipt of the reconciled invoice amounts. The paragraph below titled, “Annual Allocation Report”, lists the required submissions for the Annual Allocation Report.
- (c) PCS will review the draft report and notify the contractor either verbally or in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 calendar days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor’s accounting records. No changes should be made to the contractor’s accounting system.

- (d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report in EXCEL via email to appropriate staff within PCS. The reports shall be sent to:

Director, Program Costing Staff  
 Environmental Protection Agency  
 Office of Financial Management (2733R)  
 Ariel Rios Building  
 1200 Pennsylvania Avenue, N.W.  
 Washington, D.C. 20460

- (e) When the contract performance period ends at other than the end of the FY, the contractor will provide the amount to be allocated 90 calendar days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.
- (f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 2003 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the appropriate staff within the Program Costing Staff, OFM before the reports can be combined.

#### Allocation Methodology

##### Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Provide Invoice listing to EPA in order for EPA to reconcile the paid amounts,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

*Program Management* (National & Regional, multi-site project management, if applicable) – Payments made to the contractor for the specific management and administration of the contract or multi-site work assignment as a whole. This includes contract fees except for fees applicable to individual sites.

*Site Support Non-Site Activities* – payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

*Program Wide Non-Site Activities* – payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

*Capital Equipment* – equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

*Start-up Costs (mobilization)* – costs incurred generally in the first year and associated with efforts benefitting the entire contract term, e.g., quality assurance plans.

(g)The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Director, Program Costing Staff, OFM, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Director, Program Costing Staff, OFM.

#### Annual Allocation Report

Required:

- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records – (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h)The contractor should refer to “Instructions for Performing the Annual Allocation of Non-Site-Specific Costs” for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Director, Program Costing Staff, OFM at (202) 564-7654 or (b) (6) at (b) (6) or email at (b) (6) @epa.gov. A website: <http://www.epa.gov/ocfo/finstatement/finstatement.htm> contains the annual allocation instructions with the Lotus spreadsheet templates.

In the future, after 2004, the annual allocation submissions may be required through a website instead of in spreadsheet format.

#### SPECIAL REPORTS:

The contractor shall provide the following reports at the request of the Ordering Officer or Contracting Officer.

1. Written workplan in advance of each day's activities specifying work to be performed. The number and types of personnel, equipment, and materials to be used, and any other activities to be performed shall be included.
2. Daily progress reports documenting activities completed.
3. Contractor's Final Site Report documenting all activities at the site during the removal action.

**Exhibit 1:**

**CERCLA OFF-SITE DISPOSAL REPORT**

Superfund Site Name/State/CERCLIS SSID Number:		
Type of action (Check two)	<input type="checkbox"/> Removal	<input type="checkbox"/> Fund financed
	<input type="checkbox"/> Remedial	<input type="checkbox"/> PRP financed
Type (check one) and form (check one) of waste; if more than one type, attach separate sheets for this and remaining questions for each type:	Type: <input type="checkbox"/> solvents dioxins/ furans <input type="checkbox"/> cyanides heavy metals <input type="checkbox"/> (specify metals) <input type="checkbox"/> acids <input type="checkbox"/> PCBs <input type="checkbox"/> soil and debris <input type="checkbox"/> halogenated organics <input type="checkbox"/> other RCRA_listed hazardous <input type="checkbox"/> waste (specify) <input type="checkbox"/> non-hazardous or de-listed wastes	Form: <input type="checkbox"/> wastewater liquid waste <input type="checkbox"/> organic sludge (> 1% total solids) <input type="checkbox"/> inorganic sludge (<1% total org. carbon) <input type="checkbox"/> contaminated soil and debris <input type="checkbox"/> solid or solidified wastes (specify)
Quantity of waste:	<input type="checkbox"/> cubic yard (CY) <input type="checkbox"/> gallons (gal) <input type="checkbox"/> drums	<input type="checkbox"/> tons/lbs <input type="checkbox"/> lab packs
Range, average, and/or representative concentrations of the contaminants of concern:		

Pre-treatment of waste before transportation:	<input type="checkbox"/> precipitation <input type="checkbox"/> solidification <input type="checkbox"/> stabilization	<input type="checkbox"/> neutralization <input type="checkbox"/> fixation <input type="checkbox"/> other
Receiving RCRA facility name/location/I.D number/units:		
Receiving Region:		
Receiving Region Off-site Contact (RROC):	Name:	Date:
Date(s) of Shipments  Date disposal is completed/facility signs manifest for receipt of final shipment):		
Pre-treatment of waste at site before final treatment or disposal:	<input type="checkbox"/> precipitation <input type="checkbox"/> solidification <input type="checkbox"/> stabilization	<input type="checkbox"/> neutralization <input type="checkbox"/> fixation <input type="checkbox"/> other
Final method of treatment or disposal/unit receiving:	<input type="checkbox"/> precipitation <input type="checkbox"/> incineration <input type="checkbox"/> land treatment <input type="checkbox"/> recovery/re_use	<input type="checkbox"/> neutralization <input type="checkbox"/> landfill <input type="checkbox"/> injection <input type="checkbox"/> other
If waste was landfilled:	What disposal cell number or location?	Type of liner in cell? (e.g. PVC, clay, hypalon)
Cost of activities:	<input type="checkbox"/> treatment/disposal cost per unit___; <input type="checkbox"/> treatment/disposal cost per unit_____ <input type="checkbox"/> total cost based on treatment/disposal only____(no transportation cost); <input type="checkbox"/> transportation cost per unit_____; total cost for transportation only.	

### F.3 PERIOD OF PERFORMANCE (FAR 52.212-140)

The period of performance of this contract shall be from date of award through a potential seven years inclusive of three option periods. The effective period of performance is exclusive of all required reports.

The effective period of performance is shown in bold below and will be broken down as follows:

<u>Period</u>	<u>Duration</u>	<u>From</u>	<u>To</u>
Base Period	2 years	Date of Award	Date of Award + 2 years
Option Period I	2 years	Date of Award + 2 years	Date of Award + 4 years
Option Period II	2 years	Date of Award + 4 years	Date of Award + 6 years
Option Period III	1 year	Date of Award + 6 years	Date of Award + 7 years

### F.4 ELECTRONIC SUBMISSION OF DELIVERABLES

(a) The Contractor shall follow this clause as the standard for submitting the reports of work, task order (TO) deliverables and task order close-out deliverables. The administrative and technical deliverables shall be submitted separately in electronic format and will be packaged in accordance with standard commercial practice. The electronic packages shall be labeled to indicate the following information:

- 1) Name of Deliverable
- 2) Contractor Name
- 3) Contract Number
- 4) Tasking Document Number
- 5) Date Written
- 6) Indication of Draft or Final Version
- 7) Sequential Number of Electronic Package

- (b) For each deliverable, data shall be separated by category and submitted on electronic packages compatible with the most current EPA standard electronic applications.
- (c) All data or documents submitted in accordance with this clause shall be compatible with the software applications as used by EPA at the time of submission or as directed by the Contracting Officer. The electronic files shall be appropriately labeled with file extensions identifying the software such as .doc for MS Word.
- (d) The internet does not provide for secure data transmission via e-mail. The Contractor should use an encryption system, such as provided in Lotus Notes or compatible system, to transmit sensitive information to the government.
- (e) Contractor may be required to submit deliverables in accordance with standard applications or non-standard applications as directed by the contracting officer in accordance with paragraph "c" above.

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
EPAAR	1552.232-73	Oct 2000	Payments—Fixed-Rate Services Contract

### G.2 ORDERING—BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347, or any agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers (Warranted On Scene Coordinators):

A list will be provided at contract award. The list will be updated periodically by the contracting officer – without modification to the contract.

(b) A Standard Form 30 will be the method of amending task orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer (Warranted OSC) within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer (Warranted OSC) and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each task order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer (Warranted OSC).

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

### G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION (JUN 1997)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) The Contractor shall submit the invoice or request for contract financing payment either in

hard copy or electronic format.

- (1) If submitting electronically, the Contractor shall follow the submission instructions at: <http://www.epa.gov/ocfo/finservices/contracts.htm>. One hard copy and one electronic copy via email of the invoice shall concurrently be sent to the Contract-Level COR and the Contracting Officer.
- (2) If submitting in hard copy format, the Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract:
  - (i) One original to the EPA Finance Center shown in Block 25 on page one of the contract; and
  - (ii) One copy each to the Contract-Level COR and Contracting Officer
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal – Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self designed forms which contain the required information.
- (c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.
- (2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.
- (d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.
- (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the Contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses confidential business information (CBI) concerns.
- (e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.
- (f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable

Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

- (2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.
- (3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the Contractor shall provide a reconciliation of the difference as part of the payment request.

**G.4 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel (see Attachment 1-Exhibit B for Key Personnel qualifications):

- Program Manager
- Level II Response Manager
- Chemist
- Transportation and Disposal Coordinator



- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. Changes to Key Personnel may be approved by the Contracting Officer without modification of this clause.

**G.5 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and

- (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain in the Government.
- (c) The Contractor shall use the Government-furnished data only in connection with this contract.
- (d) The following data will be furnished to the Contractor on or about the time indicated:

TBD at the Task Order level

## G.6 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs) for this contract will be appointed by letter by the contracting officer.

Contracting Office officials responsible for administering this contract are as follows:

Contracting Officer:

(b) (6)

U.S. Environmental Protection Agency

1595 Wynkoop Street

Denver, CO 80202-1129

Phone: (b) (6)

Email: (b) (6)@epa.gov

## G.7 SUBCONTRACT CONSENT

The Contracting Officer has consented to the following subcontractors, in accordance with the Section I clause, Subcontracts (FAR 52.244-2):

<u>Subcontractor</u>	<u>Subcontract Value</u>	<u>Subcontract Type</u>
N/A		

The Contractor shall submit the information required by Section I clause entitled “Subcontracts” to the Contracting Officer and assigned OSC. The contractor shall obtain consent to subcontracts from the On-Scene Coordinator and/or Contracting Officer in accordance with the following:

<u>Description</u>	<u>Action</u>	<u>Official</u>
Subcontracts > \$100,000 but < \$150,000	Review and Consent	OSC
All Other Subcontracts over \$150,000	Review and Consent	OSC & CO
Sole Source Subcontracts over \$25,000	Review and Consent	OSC & CO

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
EPAAR	1552.203-71	Aug 2000	Display of EPA Office of Inspector General Hotline Poster
EPAAR	1552.209-71	May 1994	Organizational Conflicts of Interest
EPAAR	1552.209-73	May 1994	Notification of Conflicts of Interest Regarding Personnel
EPAAR	1552.227-76	May 1994	Project Employee Confidentiality Agreement
EPAAR	1552.211-78	Apr 1985	Management Consulting Services
EPAAR	1552.211-79	Oct 2000	Compliance with EPA Policies for Information Resources Management
EPAAR	1552.223-71	May 2007	EPA Green Meetings and Conferences
EPAAR	1552.228-70	Oct 2000	Insurance Liability to Third Persons
EPAAR	1552.235-70	Apr 1984	Screening Business Information for Claims of Confidentiality
EPAAR	1552.235-71	Apr 1984	Treatment of Confidential Business Information
EPAAR	1552.235-73	Apr 1996	Access to Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information
EPAAR	1552.235-75	Apr 1996	Access to Toxic Substances Control Act Confidential Business Information
EPAAR	1552.235-76	Apr 1996	Treatment of Confidential Business Information (TSCA)
EPAAR	1552.235-77	Dec 1997	Data Security for Federal Insecticide, Fungicide and Rodenticide Act Confidential Business Information
EPAAR	1552.235-78	Dec 1997	Data Security for Toxic Substances Control Act Confidential Business Information
EPAAR	1552.235-79	Apr 1996	Release of Contractor Confidential Business Information
EPAAR	1552.235-80	Oct 2000	Access to Confidential Business Information
EPAAR	1552.237-74	Apr 1984	Publicity
EPAAR	1552.237-75	Apr 1984	Paperwork Reduction Act
EPAAR	1552.239-70	Oct 2000	Rehabilitation Act Notice

### H.2 LIMITATION OF FUTURE CONTRACTING ALTERNATE I (ERRS) (EPAAR 1552.209-74) (APR 2004)

- (a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

- (b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.
- (c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the delivery order or tasking document and for a period of five (5) years after the completion of the delivery order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.
- (d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:
  - (1) It will not provide any Superfund Technical Assistance and Removal Team (START); type activities (*e.g.*, START contracts) to EPA within the Contractor's ERRS assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.
  - (2) It will not provide any START type activities (*e.g.*, START contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform ERRS work.
  - (3) It will be ineligible for award of START type activities contracts for sites within its respective ERRS assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.
- (e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.
- (f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.
- (g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.
- (h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing,

utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

- (i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.
- (j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

### **H.3 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) ALTERNATE I (AUG 1992) DEVIATION**

- (a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.
- (b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.
- (c) Technical direction includes:
  - (1) Direction to the Contractor which assists the Contractor in accomplishing the Statement of Work.
  - (2) Comments on and approval of reports or other deliverables.
- (d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the 'Changes' clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document. (e) Technical

direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.4 GOVERNMENT-CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUN 1999)**

- (a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- (b) Contractor personnel under this contract shall not:
  - (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
  - (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
  - (3) Be used in administration or supervision of Government procurement activities.
- (c) *Employee relationship.*
  - (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
  - (2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.
- (d) *Inapplicability of employee benefits.* This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.
  - (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
  - (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
  - (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
  - (4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
  - (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

- (e) *Notice.* It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.
- (1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
  - (2) The Contracting Officer will promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
    - (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
    - (ii) Countermand any communication regarded as a violation,
    - (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
    - (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

## **H.5 CLEAN TECHNOLOGIES**

The contractor shall use clean technologies and/or fuels on all diesel equipment to the extent practicable and/or feasible. The preference is for clean diesel technologies, but alternative fuels, such as biodiesel or natural gas-powered vehicles are also acceptable. These alternative fuels will be used where they are available and within a reasonable distance to sites. For equipment retrofits, the contractor will employ the Best Available Control Technology (BACT) on non-road and on-road diesel powered equipment used at a site. Examples of clean diesel technologies include diesel particulate filters (DPFs), and diesel oxidation catalysis (DOCs). For alternative fuel usage, the contractor will use at least a B20 blend (i.e., 20% biodiesel and 80% petrodiesel) or higher in the equipment engines that are used at a site.

## **H.6 CONTRACTOR DISCLOSURE REQUIREMENTS FOR FUTURE CONTRACTING REQUESTS**

In accordance with the Limitation of Future Contracting clause, the Contractor shall, in submitting requests for consent for future contracting efforts, answer each of the following questions as thoroughly as possible. If necessary, the CO may request additional information. If a particular question does not apply to the contracting effort in question, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the CO and the Contract level COR. Subcontractors must submit their answers to the prime contractor who will forward them to the CO. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the CO. All EPA decisions regarding the requests will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the CO's decision to the subcontractor.

1. Describe all aspects of the work to be performed and whether that work will impair or affect the company's objectivity in performing work on your EPA contract. Explain. Also address whether:
  - (a) The work to be performed involve matters which might require the company to formulate and express opinions on technical theories, or as to the principles which should be applied?
  - (b) The work involve searching land records for responsible parties or designing and working with documents and witnesses used or intended for use in litigation?
  - (c) If the company wishes to enter into a subcontract agreement and will perform only limited portions of the work, describe—in specific terms—the nature of the work to be performed by the company as a subcontractor and by the prime contractor.
2. If the company is bidding on site-specific work, list all of the site(s) involved (if possible).
  - (a) For each site, provide a specific address which notes the EPA region the site is in as well as the county and state where the site is located.
  - (b) If the site is known by several different names, list each of those names.
3. If the work is not site-specific, at what facility is it projected the majority of the work will be conducted?
4. What is the estimated dollar amount and period of performance of this future contracting effort?
5. With whom has this future contracting effort been discussed (include EPA personnel, legal advisors, etc.)?
6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this request for future contracting consent.

## **H.7 DATA**

- (a) The Contractor hereby agrees to deliver to the Contracting Officer, within sixty (60) calendar days after the completion of the contract period of performance the following documents:
  - (1) All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information", pursuant to the contract clause entitled "Treatment of

Confidential Information.”

- (2) All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled “Screening Business Information for Claims of Confidentiality”.
  - (3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled “Rights in Data-General”, which is pertinent to support of the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled “Disputes” set forth in the Contract Clauses of this contract.
  - (4) Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled “Additional Data Requirements”.
- (b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the contract clause entitled “Additional Data Requirements”, the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.
- (c) The Contractor shall not be required to turn over or provide to the Government any of the following:
- (1) Contractor and personnel performance ratings and evaluations.
  - (2) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor’s right to such data.
- (d) Upon receipt of all data provided to the Government by the Contractor under Paragraph A above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

## **H.8 DAVIS BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION TO TASK ORDERS**

Each Task Order issued under this contract will be subject to either Service Contract Act (SCA) or Davis Bacon Act (DBA) prevailing wage rates. The Contracting Officer shall determine which labor provisions apply. The determination shall be documented in a timely manner. Such documentation should be made in the Task Order, if practical, or otherwise in a modification to the Task Order.

Unless the Ordering Officer determines that the Task Order requires the performance of work that is “substantial and segregable construction” as defined pursuant to the Davis-Bacon Act, the Task Order will be performed under the provisions of the SCA. The Contracting Officer shall ensure compliance with the appropriate wage determination. Should there be a question or

dispute relating to what segment of the work falls within SCA versus DBA wage classification, the Contracting Officer will make the final determination. If the fixed rate in the contract (base rate) is higher than the DBA wage requirement, the fixed rate will prevail. However, applicable DBA compliance requirements such as, weekly submittal of certified payrolls and posting the wage determination schedule in a prominent place on site is still required. If the fixed rate in the contract is lower than the required DBA wage rate, the contractor will be allowed to adjust the rate accordingly.

In compliance with DBA regulation, the Contracting Officer has designated the use of the “Heavy and Highway Project Wage Determination Schedule” as the anticipated appropriate construction type schedule for use when applying DBA wages to labor classifications/categories under this contract; however, other wage schedules may be used, as required. The schedules are listed by County/State and will be maintained by the EPA Contracting Office. Any deviations from the use of this Schedule or need for the issuance of an additional classification/ category shall require prior Contracting Officer approval in accordance with FAR Clause 52.222-6, Davis-Bacon Act.

## **H.9 ENVIRONMENTALLY PREFERABLE PRACTICES**

The Contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. “Environmentally preferable” is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions. Guidance for utilizing environmentally preferable practices and environmentally preferable purchasing is included in Attachment 7.

## **H.10 EPA REGIONAL CROSSOVER**

- (a) In the event of the Contractor’s actual or potential conflict of interest in conducting a specific task, or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region’s contractor.
- (b) The Contractor agrees to accept task orders or similar tasking documents for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in this contract. If services to be performed in another region are ordered by the Government, the required response time and other terms and conditions for that support service shall be mutually agreed upon by the Contractor’s representative and the EPA Contracting Officer at the time of the placement of the task order or other tasking document.

## **H.11 EXPERT TESTIMONY**

The Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. In the event such services are required during the term of this contract, such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

## **H.12 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

## **H.13 FIXED PRICE TASK ORDERS**

Some task orders may be issued on a fixed price basis. In those instances, in addition to the clauses previously incorporated herein, firm fixed price task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are hereby incorporated into the contract by reference.

<b>Regulation</b>	<b>Clause No.</b>	<b>Date</b>	<b>Clause Title</b>
FAR	52.229-3	JAN 1991	Federal State and Local Taxes
FAR	52.232-8	FEB 2002	Discounts for Prompt Payment
FAR	52.232-11	APR 1984	Extras
FAR	52.243-1	APR 1984	Changes- Fixed Price Alternate I
FAR	52.245-2	APR 2012	Government Property Installation Operation Services
FAR	52.246-4	AUG 1996	Inspection of Services (Fixed Price)
FAR	52.249-2	APR 2012	Termination for Convenience (Fixed Price)
FAR	52.249-8	APR 1984	Default (Fixed Price Supply and Services)

## **H.14 HEALTH AND SAFETY**

The nature of the work to be performed under this contract is inherently hazardous. The contractor is responsible for the safety of its employees and subcontractor employees on-site. However, the Contracting Officer's Representative (COR) or OSC has the authority to review and establish the minimum standards of safety for all individuals on-site at any time.

In performance of work under this contract, the contractor shall, as a minimum, satisfy all Federal, state and local statutes, regulations, ordinances, etc., regarding health and safety. The contractor shall implement and manage a Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120/121 for activities at hazardous waste sites.

The contractor shall ensure that all contractor personnel working at the site are in compliance with EPA, OSHA, state, and minimum standards as specified by the COR, including any required level of protection that may be specified by the On-Scene Coordinator (OSC) or COR. At no time shall the OSC's or COR's determination of the required level of protection be subject to the "Disputes" clause of this contract. Rather, if the contractor has a dispute with respect to health and safety which cannot be resolved between the OSC or COR and the contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolutions process, the contractor may not delay implementation of OSC or COR direction pertaining to health and safety.

When a specific site safety plan is required as part of a work assignment or other tasking document to be developed by the Contractor, such plan shall be submitted to the OSC or COR for review and approval prior to commencing work. Upon receipt of the OSC's or COR's approval, the contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC or COR. If a site safety plan is provided by the Government, the contractor agrees to follow such plan unless objections are made known to the OSC or COR within twenty-four (24) hours (or less if specified in the tasking document) of its submission to the contractor. In any event, commencement of cleanup services without notification to the OSC or COR of any objections will be deemed to constitute acceptance of the safety plan.

Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by EPA.

## **H.15 LIMITATION ON REIMBURSEMENT FOR RENTAL EQUIPMENT**

- (a) If a fixed rate for equipment has been included in the contract but the contractor provides that equipment through a third-party subcontract or short-term rental/lease, reimbursement for that equipment shall be at cost plus any applicable indirect costs not to exceed the fixed rate specified in the contract for that item for the prime contractor or team subcontractor, depending upon which (prime contractor or subcontractor) leases or rents the equipment.
- (b) If it is determined by the contracting officer to be in the best interest of the Government to suspend this limitation, reimbursement for rented/leased equipment may be at a cost which exceeds the fixed rate. Such consideration shall be made on a case-by-case basis. A request for approval of a higher cost shall be made by the contractor in writing to the contracting officer in advance of charging the higher rate. Written documentation supporting the request shall include the description of the item, CLIN number, proposed cost, an explanation of why the contractor is proposing to rent/lease the equipment, and such other information as may be

considered necessary by the contracting officer to evaluate the proposal. (c) In the event of an emergency, the On-Scene Coordinator (OSC) may approve a higher rate with written documentation to be forwarded by the contractor to the contracting officer through the OSC within ten (10) calendar days thereafter. In addition to the information required in the proceeding paragraph, details on the nature of the emergency shall be included.

- (c) The final determination on reimbursement for a cost for rented/leased equipment for which the contract includes a fixed rate shall be the responsibility of the contracting officer except in an emergency during which the OSC's approval shall be accepted by the contracting officer until the emergency situation is stabilized provided the required documentation is submitted to the contracting officer within the time specified above.
- (d) In determining the allowability of reimbursement for the cost of rented/leased equipment for which the contract includes a fixed rate and which results in a cost in excess of the fixed rate, the Government may consider incremental charges incurred in connection with rental equipment for excessive usage and peak seasons during which time all of the contractor's owned equipment is dedicated to other EPA sites. The Government may also take into consideration instances where the contractor's equipment has been in use on a long-term basis on non-EPA jobs before being required by EPA and the length of the EPA job.

## **H.16 LOCATIONAL DATA POLICY**

The contractor shall comply with all requirements related to the United States Environmental Protection Agency's Locational Data Policy (LDP). The EPA LDP ensures the collection of accurate, consistently-formatted, and fully-documented locational coordinates for facilities, sites, monitoring points, and observation points regulated or tracked under federal environmental programs within the jurisdiction of the EPA. The LDP establishes principals for collecting and documenting geodetic coordinates defined in terms of latitude and longitude (lat/long). In addition to these locational data, the LDP requires documentation of specific information regarding the method used to measure lat/long coordinates, the accuracy of the measurement, and a description of the place where the lat/longs were taken. In order to effectively implement the LDP policy, the contractor must collect and document the following information:

### **(a) Latitude/Longitude Coordinates**

Latitude and longitude coordinates must be provided in accordance with the Federal Interagency Coordinating Committee for Digital Cartography (FICCDC) recommendations. The coordinates must define a point, line or area, according to the most appropriate data type for the entity being represented (i.e., singly or multiple times).

### **(b) Methodology Description**

The specific method used to determine lat/long coordinates shall be described (i.e., remote sensing techniques, map interpolation, cadastral survey).

### **(c) Textual Description**

Each item shall also be described in written text to which the lat/long coordinates refer (i.e., north-east corner of the site, entrance to the facility, point of discharge).

(d) Estimation of Accuracy

Measurements of accuracy related to lat/long coordinates shall be estimated in terms of the most precise units of measurement used.

Accuracy should be 25 meters or better for all new data collected after December 31, 1991 and all existing data by December 31, 1995.

Further guidance related to the LDP policy can be found in EPA Publication 220 B-92-008 (March 1992) entitled, "Locational Data Policy Implementation Guidance: Guide to the Policy" which was developed by the Administration and Resources Management Division (PM-211D).

## **H.17 ORDERING WORK**

(a) Performance of the response services in this contract shall be made only as authorized by Task Orders issued in accordance with Clause G.2, "Ordering – By Designated Ordering officers".

(b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(d) Cleanup efforts will only be ordered by the Contracting Officer or ordering officer through the issuance of individual Tos. All Tos issued will be for the services specified in each Task Order, and will be in accordance with the fixed rates specified in the section B clause entitled, "Fixed Rates for Services."

(e) In the event of an emergency, the Ordering Officer (OSC) may issue a verbal order, to be followed up within forty eight (48) hours with a written Task Order.

(f) The OSC named in the TO will be responsible for the technical administration of Tos placed hereunder. Ordering officers (OSCs) do not have authority to modify any provision of this contract. Any request for deviation from the terms of this contract or any Task Orders issued hereunder must be submitted to the Contracting Officer for action.

(g) A separate EPA Form 347 will be issued for each TO. Each TO will include:

- Date of the order, contract number, TO number, time of order (if issued verbally), name of OSC responsible for providing technical direction at the site, accounting and appropriation data, ceiling amount of order, required response time, and required completion date.
- Location of the site and the name of the Response Manager assigned by the Contractor, if known at the time of issuance.
- The specific PWS related to the response activity identified in the TO, any "optional" reports required, and any other special technical requirements, instructions or clearances.

- (h) The contractor shall acknowledge receipt of each task order in writing within ten (10) calendar days after its issuance date. Such acknowledgment shall be submitted to the Ordering Officer (OSC), with a copy forwarded to the Contracting Officer responsible for contract administration.
- (i) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, he shall immediately notify the Contracting Officer within ten (10) calendar days of receipt stating why the completion date is considered unrealistic.
- (j) The ceiling amount for each TO will be the ceiling price stated therein, and constitutes the maximum amount for which the government shall be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceed the specified ceiling amount except at the contractor's own risk. Any increase of the ceiling amount must be authorized in a written modification to the TO, and will be a unilateral action by the Government.
- (k) A Standard Form 30 will be used to modify all TO, and will be signed by the Contracting Officer and, when applicable, the Contractor.
- (l) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

## **H.18 PERFORMANCE-BASED TASK ORDERS**

Some task orders under this contract may be negotiated and issued on a performance-based basis. The issuance of a performance-based task order means the contractor will have greater flexibility in its approach to accomplishing the task order, and that the Government will exert less direction on how the work is to be performed. This concept should allow the contractor greater latitude to work in a manner best suited for innovation and creativity, while ultimately providing services that meet or exceed the performance standards. The primary emphasis will be on the satisfactory completion of the task order, not the Government directing the Contractor in the methodology used in performing the services.

Under such a performance based task order, the Government will define its performance requirements in the statement of work. Specific performance standards will be established for those performance requirements. Specific tasks will be left to the contractor's discretion as to how the work is to be accomplished in the most effective, desirable and cost efficient manner. A surveillance plan to measure performance will be established. Incentives or disincentives may also be established for any such performance based task orders issued.

Performance based task orders will be issued on either a fixed rate or firm-fixed price basis. In addition to a complete task order being issued on a performance basis, individual distinct tasks/elements of a Task Order may be negotiated on a performance basis.

## H.19 PERFORMANCE AND PAYMENT BONDS

The Miller Act requires that the prime Contractor obtain performance and payment bonds on substantial and segregable construction exceeding the simplified acquisition threshold under this contract. When required by the prime Contractor and approved by the Contracting Officer, the prime Contractor may be permitted to fulfill this requirement by requiring that the subcontractor furnish the bonds with the United States named as the obligee on the bond. In that event, it is hereby mutually agreed that there is no intent for the prime Contractor to merely act as the Government's purchasing agent, and that this contract shall not be construed as a facilities management contract. It is further agreed that the privity of contract between the prime and subcontractor, and the responsibilities of each, is not affected in any way by permitting the subcontractor to provide Miller Act bonds in lieu of the prime Contractor.

## H.20 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM (RCMS)

(a) The use of EPA's Removal Cost Management Software System (RCMS) is mandatory to prepare and submit EPA Form 1900-55, Daily Cost Summary Reports when required during performance of this contract. Use of RCMS is mandatory for all Removal and Oil Fund Access Task Orders, and may be required under other task orders as well, where specified. RCMS allows EPA to track both ERRS contractor and government costs, project future costs, run reports, and check contractor invoices. However, all invoices must be generated directly from the contractor's accounting system. The contractor is prohibited from utilizing RCMS data in the preparation of their invoices.

To run cost tracking, a rates disk is required. Rates disks are contract-specific and contain all personnel and equipment rates in the contract. Rate disks will be provided by EPA

(b) Minimum System requirements are:

- Windows 2000 or higher
- Pentium Processor
- 50 MB free disk space
- 256 MB RAM
- CD/RW Drive
- Printer

(c) The EPA will provide the contractor with RCMS software, which is a PC-based software package. Initial contractor training on the use of this system will be provided by the EPA if necessary, however the contractor is required to train new staff replacements. Additional training will be provided by EPA upon updates or revisions to the RCMS system.

(d) The cost of this system shall not be reimbursable as a direct cost under this contract.

(e) The current archive disk covering the invoice period must be submitted to the On-Scene Coordinator and Contracting Officer with each invoice.

(f) The final archive disk copies shall be clearly marked "FINAL ARCHIVE DISK" and shall be forwarded to the Contracting Officer with the Final Site Report.

**NOTE:** The RCMS is strictly for EPA removal site cost data management. It is not intended to

augment or replace the contractor's cost accounting system. The contractor is required to track and account for their costs with their own system, and to invoice using its own accounting system.

## **H.21 REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES**

- (a) The contractor is required to subcontract all transportation of oil, and hazardous substances removed from the site of the clean-up to an appropriate disposal facility unless otherwise directed by the OSC, and to subcontract the storage and ultimate disposal of the materials removed from the site. If the prime contractor or prime team-subcontractors have fixed facilities for hazardous waste storage or disposal within the same company, such facilities will not be eligible for use under this contract. These restrictions do not preclude contractor facilities from being utilized under other Superfund contracts.
- (b) Competition shall be obtained to the maximum practicable extent. The methods selected for off-site transportation and disposal are subject to the approval of the OSC or Contracting Officer. Contractors shall obtain and provide to the approving official, written documentation of at least three (3) price or cost estimates for transportation of hazardous waste materials to a disposal facility and/or treatment and disposal facility. A CERCLA Offsite Disposal Report may be required as specified in individual Task Orders (See Clause F.2“ Reports of Work).
- (c) The OSC may direct the contractor to perform offsite transportation services up to the ceiling amount or the small purchase threshold per site when the contractor has available the necessary transportation equipment, labor and licenses. The OSC must make a written determination that the situation on site clearly demonstrates that it is in the Government's best interest from a timing, price or cost, or other basis to allow the contractor to provide transportation, and the rates to be utilized are acceptable to the OSC.

## **H.22 RESTRICTION ON ERRS CONTRACTOR PERFORMING EXTENT OF CONTAMINATION (EOC) STUDIES**

The Emergency and Rapid Response Services contractor shall not perform any work involving Extent of Contamination (EOC) Studies, without advance written authorization by the Contracting Officer.

## **H.23 RETENTION AND AVAILABILITY OF CONTRACTOR FILES**

- (a) The contract contains the FAR clause 52.215-2 “Audit and Records – Negotiation (OCT 2010),” wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7, “Contractor Records Retention”) at its office at all reasonable times the books, records, documents, and other evidence relating to this contract (including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract). Such files shall be made available for examination, audit or reproduction.

- (b) The contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site-related response activities. In such proceedings, the contractor's cost and performance records may become an integral part of the Government's case.
- (c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government, and only to the Government, the records described in (a) and (b) above for a period of ten (10) years after final payment under the contract (See FAR 4.703(b)(1)).
- (d) In addition, the contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.
- (e) The contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer, or (2) ten (10) years have passed from the date of final payment, and no litigation involving the records has been instituted, and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation relating to such records is in-process or pending.
- (f) The Government may, in support of litigation cases, have the need for the contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

## **H.24 SALVAGEABLE PRODUCTS**

Salvageable products, and the proceeds derived from them, may become the property of the Government. If materials recovered from cleanup activities are salvageable, the Government may elect to have the contractor transport such recovered materials to an appropriate facility or directly to a commercial salvage company. If the Government elects to have the contractor deliver recovered materials to a commercial salvage company, the contractor shall obtain receipts for payment, and these payments shall be applied as a credit to the contract. If the balance of allowable contract costs is less than the credit for recovered materials, the contractor shall reimburse the Government for the difference.

## **H.25 SAMPLE COLLECTION, DATA MANAGEMENT, REVIEW, TRACKING AND REPORT REQUIREMENTS**

- (a) The contractor shall develop and adhere to a regional Data Management Plan (DMP).
  - (1) The overarching regional DMP will be developed in accordance with the national removal program DMP template. The regional DMP will be the basis for site/incident-specific DMP. For more information, refer to Section II.E. of the SOW, Data Management.

- (2) When directed by the CO, COR, or other authorized EPA ordering officer, the Contractor shall develop and implement a site-specific or incident-specific DMP in accordance with the current national program or regional DMP template.
- (b) SCRIBE software is designed to be used for the management (including but not limited to sample collection, tracking, review, site visualization, and decision making) of all project information including all field and laboratory data.
- (1) The contractor shall establish, maintain and publish to SCRIBE.net a SCRIBE project for all removal site investigations, removal actions and emergency responses where samples are collected.
    - (i) Along with sample metadata, all analytical results will be maintained in the SCRIBE project.
    - (ii) Publication to SCRIBE.net should be on a schedule for the site or incident and determined in coordination with the U.S. EPA on-site representative.
  - (2) The contractor shall also use SCRIBE software (or its successor programs, as prescribed by EPA) or applications with a SCRIBE interface to manage documentation (e.g., chain of custody (COC) Forms, sample labels and bottle tags) and submission of relevant reports for all field sample collection activities, including those for Emergency Responses, Removal Site Evaluations, Time Critical and Non-Time Critical Removal Actions, Remedial Site Assessment and Integrated Assessments. The US EPA on-site representatives may also mandate use of mobile electronic data capture devices in implementing SCRIBE.
  - (3) Current versions of SCRIBE software can be found at: <http://www.epaosc.org/Scribe>.
  - (4) The contractor shall use the Scribe software to generate and submit COC Forms in accordance with established regional guidance. Exact procedures and instructions on the development and submission of electronic traffic reports for the CLP are available on the Office of Superfund Remediation and Technology Innovation's (OSRTI) Contract Laboratory Program (CLP) web site at: <http://www.epa.gov/superfund/programs/clp/asbtools.htm#esds>.
  - (5) The contractor shall follow regional guidance for the information that is to appear on sample labels generated using Scribe. Site names and/or locations shall not be provided to CLP or non-CLP laboratories, to avoid any real or perceived conflict-of-interest with a laboratory analyzing US EPA samples.
  - (6) In case of catastrophic equipment failure, such as a computer or printer failure, hardcopy COC Forms (not generated by Scribe) shall be used by the contractor, but this should be a rare occurrence.
- (c) Electronic data deliverables (EDDs) submitted to EPA or produced by the Regions using current applications/tools and imported to SCRIBE are the preferred means to report analytical data.
- (1) For all analytical services procured through the contractor's laboratory or through a subcontracted laboratory under this contract, the laboratory shall report data using current Regional EDD formats. Data from microbiological, radiological?, physical, asbestos, and bio assay tests are not required to be delivered in the EDD formats.

- (2) In emergency response situations where rapid transmittal of initial analytical data is required, the data may be delivered directly to US EPA. The initial data shall be followed by data delivered in the Regional specified formats from the laboratory, for contractor review, using manual processes or preferably automated processes such as the Web-based Electronic Data Review (WebEDR) tool, which will then be exported to SCRIBE
- (d) All analytical data generated under, or for, this contract, regardless of source, shall be assigned and associated with a label indicating the level of validation. The label must be documented according to regional reporting procedures. The OSWER Directive No. 9200.1-85 regarding this requirement, and the associated guidance document EPA 540-R-08-005 may be obtained at <http://epa.gov/superfund/programs/clp/guidance.htm#external>. Data validation shall follow regional guidance.
- (e) US EPA also mandates that all analytical services procured under Superfund be tracked and reported to the US EPA upon request.
- (1) For all analytical services procured through the contractor or through the contractor's laboratory (subcontracted laboratory) under this contract, the contractor shall maintain information about these analytical services for purposes of reporting to US EPA. The requirement to maintain this information is generally for data generated by a contractor or subcontractor at mobile and/or in-house laboratories. Requirements for field screening are determined by the Regions. Waste profile data are exempt from this requirement.
- (2) The following minimum information pertaining to analytical services procured through the contractor shall be maintained for reporting: Site Name, Site Spill Identifier (SSID), project number, reason for sampling/project purpose, date(s) of sampling, number of samples by matrix, number of samples by each specific type of analysis (by laboratory, by matrix), and the associated per unit analytical cost.
- (f) Exceptions to these requirements shall only be waived by the Contracting Officer.

## **H.26 TASK ORDER CONFLICT OF INTEREST CERTIFICATION**

If specified in the TO the contractor shall provide the contracting officer a conflict of interest certification within twenty (20) calendar days of receipt of the TO. Where Tos are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site.

## **H.27 TRANSBOUNDARY EFFORTS**

The Contractor may be tasked to provide support activities in a foreign country in accordance with the contract SOW to the extent that there is domestic legal authority to provide such support activity and to the extent that such support activity is authorized by, and consistent with, an international agreement between the government of the U.S. and the government of the foreign country. In such case, the Contractor is advised that it may be subject to the following requirements:

### **(a) International Insurance**

The contractor is responsible for obtaining all insurance requirements for efforts on either side of the U.S./Mexico/Canadian borders and/or any other international border. The contractor shall obtain all of the necessary insurance (i.e. general liability, vehicle liability, health liability, etc.) for work done across the U.S./Mexico/Canadian borders or any other international border through a government-approved carrier (government of the country for which work is being performed).

### **(b) Compliance with International Laws and Regulations**

The contractor shall be responsible for compliance with all relevant international laws and regulations while performing efforts under this contract in another country (ie. Mexico, Canada), including licensing requirements, transportation, etc. The contractor may be subject to international laws and/or the laws of the country in which work is being performed.

## **H.28 URGENT REQUIREMENTS**

The contractor is required to respond within the time limits specified in the SOW. In the event that there exists a bona fide urgent need for immediate services in a time frame which is less than the time limits specified in the SOW, the government reserves the exclusive right to make other arrangements for those services until such time as the contractor can arrive on scene and take responsibility for the cleanup.

In such a situation, the Ordering Officer shall verbally contact the contractor to determine how fast a response can be made. If the contractor agrees to respond within a shorter time than that specified in the SOW, such lesser time shall then constitute the required response time for that individual task order.

Regardless of whether or not the contractor indicates that it can respond in less than the minimum required time, if the response time offered by the contractor does not meet the needs of the government, the Ordering Officer has the exclusive authority to contract with another party to perform the initial services determined to be necessary to mitigate a threat to the public health and welfare. When the contractor's personnel arrive on scene, arrangements shall be made with the On-Scene Coordinator (OSC) for an orderly transition of responsibility. The contractor may elect to subcontract any or all of the remainder of the cleanup services at that site to the party which has already commenced the work. In any event, however, it shall be mutually agreed upon between the contractor's representative and the OSC as to when the contractor shall begin performance at that site.

## H.29 USE OF COMPANY OWNED OR AFFILIATED LABORATORIES AND TREATMENT FACILITIES

The On Scene Coordinator (OSC) or Remedial Project Manager (RPM), in conjunction with the Contracting Officer, shall determine the appropriateness of using company owned or affiliated laboratories. Such determinations shall be based on competition, site safety concerns, and the potential for an actual or apparent conflict of interest on the part of the Emergency Rapid Response Services (ERRS) contractor.

There are certain situations where the use of an ERRS company owned or affiliated laboratory and/or treatment facility would not be appropriate, such as in determining the extent of contamination and/or estimating volumes of material to be treated or disposed. When the ERRS contractor is conducting waste characterization analysis for purposes of waste identification and/or bulking options for off-site disposal, company owned laboratories may be utilized to conduct qualitative analysis. Under emergency response conditions, there may be instances where real time analytical support services from the company owned or affiliated laboratories are necessary and do not present a conflict of interest. Situations of this nature would be the real-time analysis of unstable hazardous waste materials to provide OSCs/RPMs with the necessary information to protect the public health and environment, as well as site personnel.

## H.30 DEFINITIZATION OF PROVISIONAL RATES

a. The contractor shall, within 60 calendar days after use of a provisional rate, regardless of the dollar amount submit a proposal containing the final proposed rate and shall provide supporting data, including price comparison data to support price analysis and cost data with back-up, as required.

b. Each final rate proposed for labor shall be based upon actual cost experience during that period. For each labor category, the contractor shall identify the individual employees who performed services under the contract by name, their individual hourly rates, and the number of hours of effort provided by each. The final rate proposed shall be calculated as follows:

<b>Hourly Rate paid*</b>	X.XX
<b>Indirect Cost (If applicable)</b>	X.XX
<b>Total Hourly Cost</b>	X.XX
<b>Profit</b>	
<b>Proposed Rate</b>	

\*If more than one employee is involved, the hourly rate shall be a weighted average rate which reflects the number of hours worked by each individual whose rate is included in the rate

calculation.

c. Each final rate proposed for equipment shall be based upon actual cost experience for the piece of equipment during that period. The contractor shall provide support for the actual cost experience for each piece of equipment using the following schedule OR the contractor’s company-wide equipment usage log. If you elect to use the equipment usage log, it must contain a cost breakdown adequate for audit purposes.

Equipment Item			
Make/Model			
Quantity Owned			
Purchase Price (Including Freight Costs and Applicable Taxes. If more than one unit, give average for group.			
Useful Life		Years	
Total Days			
Used (if more than one unit, give average usage)**			
Salvage Value (If more than one unit, give average value)			

\*\*NOTE: The definition of usage shall be the same as was used in developing the fixed rates in the provision entitled “FIXED RATES FOR SERVICES – TIME AND MATERIALS CONTRACTS.

State the following expenses per day, as applicable, for the piece of equipment. Details supporting each element of cost shall be provided.

1. Ownership Cost	
(i) Depreciation	\$ / per day
(ii) Operating, maintenance and Repair Costs*** (to the extent not included in indirect costs)	\$ / per day
(iii) Licenses, Taxes****, Storage, Insurance (to the extent not included in indirect costs)	\$ / per day

2. Indirect Costs(If Applicable)	\$ / per day
3. Total Cost	\$ / per day
Profit	\$ / per day
Proposed Rate	\$ / per day

\*\*\*May include filters, oil grease, parts, sales tax, repair and maintenance labor, fringe benefits, shop overhead supporting facilities outside specialty services and maintenance equipment, tire replacement and repair.

\*\*\*\*Note: Not State, Local or Federal income taxes.

- d. After receipt of the provisional rate definitization proposal, the Contracting Officer will review all information provided and negotiate a final rate. All provisional rates will expire 120 calendar days from the date the provisional rate is established. All rates must be finalized prior to 120 calendar days unless otherwise authorized by the Contracting Officer. The CO reserves the right to establish alternative requirements as situations warrant, by written notification to the contractor. The Contracting Officer will issue a written understanding setting forth the final rate(s) agreed upon. The understanding shall specify the agreed upon final rate(s), the period for which the rate(s) apply, whether the rate is contract-wide or Task Order specific. If Task Order specific, the individual Task Order to which rates are applicable will be identified.
- e. Except as provided below, no rate agreed upon shall exceed any applicable “negotiated” ceiling rate. If the item is provided by a subcontractor, the rate agreed upon may exceed the ceiling rate by such amount as is necessary to permit the prime contractor to recover its reasonable and allocable indirect costs charged in accordance with the “Indirect Costs” clause in Section G.
- f. If a negotiated agreement cannot be reached establishing a final rate for any provisional rate item, the Contracting Officer will determine the final rate using all relevant information available. The rate determined will not exceed any previously negotiated ceiling rate. The decision shall be final unless appealed. Any appeal submitted in response to the determination shall be treated in accordance with the “Disputes” clause of this contract.

## **PART II – CONTRACT CLAUSES**

### **SECTION I – CONTRACT CLAUSES**

#### **I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference: NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

<b>Regulation</b>	<b>Clause No.</b>	<b>Date</b>	<b>Clause Title</b>
FAR	52.202-1	Jan 2012	Definitions
FAR	52.203-3	Apr 1984	Gratuities
FAR	52.203-5	Apr 1984	Covenant Against Contingent Fees
FAR	52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government
FAR	52.203-7	Oct 2010	Anti-Kickback Procedures
FAR	52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
FAR	52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity
FAR	52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions
FAR	52.203-13	Apr 2010	Contractor Code of Business Ethics and Conduct
FAR	52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
FAR	52.204-7	Aug 2012	Central Contractor Registration
FAR	52.204-9	Jan 2011	Personal Identity Verification of Contractor Personnel
FAR	52.204-10	Aug 2012	Reporting Executive Compensation and First-Tier Subcontract Awards
FAR	52.209-6	Dec 2010	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
FAR	52.209-9	Feb 2012	Updates of Publicly Available Information Regarding Responsibility Matters
FAR	52.210-1	Apr 2011	Market Research
FAR	52.215-2	Oct 2010	Audit and Records – Negotiation
FAR	52.215-8	Oct 1997	Order of Precedence – Uniform Contract Format
FAR	52.215-14	Nov 2011	Integrity of Unit Prices
FAR	52.215-19	Oct 1997	Notification of Ownership Changes
FAR	52.216-7	Jun 2011	Allowable Cost and Payment
FAR	52.219-6	Nov 2011	Notice of Total Small Business Set-Aside
FAR	52.219-8	Jan 2011	Utilization of Small Business Concerns
FAR	52.219-14	Nov 2011	Limitations on Subcontracting
FAR	52.219-28	Apr 2012	Post-Award Small Business Program Rerepresentation
FAR	52.222-3	Jun 2003	Convict Labor

FAR	52.222-21	Feb 1999	Prohibition of Segregated Facilities
FAR	52.222-26	Mar 2007	Equal Opportunity
FAR	52.222-35	Sep 2010	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR	52.222-36	Oct 2010	Affirmative Action for Workers with Disabilities
FAR	52.222-37	Sep 2010	Employment Reports Veterans
FAR	52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act
FAR	52.222-41	Nov 2007	Service Contract Act of 1965
FAR	52.222-43	Sep 2009	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)
FAR	52.222-50	Feb 2009	Combatting Trafficking in Persons
FAR	52.222-54	Jul 2012	Employment Eligibility Verification
FAR	52.223-3	Jan 1997	Hazardous Material Identification and Material Safety Data
FAR	52.223-6	May 2001	Drug-Free Workplace
FAR	52.223-18	Aug 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
FAR	52.224-1	Apr 1984	Privacy Act Notification
FAR	52.224-2	Apr 1984	Privacy Act
FAR	52.225-3	May 2012	Buy American Act – Free Trade Agreements – Israeli Trade Act
FAR	52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
FAR	52.226-1	Jun 2000	Utilization of Indian Organizations and Indian-Owned Economic Enterprises
FAR	52.227-1	Dec 2007	Authorization and Consent
FAR	52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
FAR	52.227-3	Apr 1984	Patent Indemnity
FAR	52.227-14	Dec 2007	Rights in Data—General
FAR	52.227-16	Jun 1987	Additional Data Requirements
FAR	52.229-3	Apr 2003	Federal, State and Local Taxes
FAR	52.232-8	Feb 2002	Discounts for Prompt Payment
FAR	52.232-17	Oct 2010	Interest
FAR	52.232-20	Apr 1984	Limitation of Cost
FAR	52.232-22	Apr 1984	Limitation of Funds
FAR	52.232-23	Jan 1986	Assignment of Claims
FAR	52.232-25	Oct 2008	Prompt Payment
FAR	52.232-33	Oct 2003	Payment by Electronic Funds Transfer – Central Contractor Registration
FAR	52.233-1	Jul 2002	Disputes
FAR	52.233-3	Aug 1996	Protest After Award
FAR	52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim

FAR	52.237-3	Jan 1991	Continuity of Services
FAR	52.242-1	Apr 1984	Notice of Intent to Disallow Costs
FAR	52.242-3	May 2001	Penalties for Unallowable Costs
FAR	52.242-13	Jul 1995	Bankruptcy
FAR	52.243-3	Sept 2000	Changes – Time-and-Materials or Labor-Hours
FAR	52.244-5	Dec 1996	Competition in Subcontracting
FAR	52.244-6	Dec 2010	Subcontracts for Commercial Items
FAR	52.245-1	Apr 2012	Government Property
FAR	52.245-9	Apr 2012	Use and Charges
FAR	52.246-25	Feb 1997	Limitation of Liability – Services
FAR	52.248-1	Oct 2010	Value Engineering
FAR	52.249-6	May 2004	Termination (Cost-Reimbursement) Alternate IV
FAR	52.249-14	Apr 1984	Excusable Delays
FAR	52.251-1	Apr 2012	Government Supply Sources
FAR	52.253-1	Jan 1991	Computer Generated Forms

## **I.2 ORDERING (FAR 52.216-18) (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract period of performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

## **I.3 ORDERING LIMITATIONS (FAR 52.216-19) (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor–
- Any order for a single item in excess of the contract maximum;
  - Any order for a combination of items in excess of the contract maximum;
  - A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation ), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 180 days.

#### **I.5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**I.6 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (FAR 52.232-99) DEVIATION (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

**I.7 SUBCONTRACTS (FAR 52.244-2) (JUN 2007) ALTERNATE I (JUN 2007)**

(a) *Definitions.* As used in this clause –

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that –
  - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - (2) Is fixed-price and exceeds –
    - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
    - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition

threshold or 5 percent of the total estimated cost of the contract.

- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontract which exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract

- (e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c) or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting –
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

- (f) Unless the consent or approval specifically provides otherwise, neither consent by the

Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination –

- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TBD

#### **I.8 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

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

FAR: <https://www.acquisition.gov/far>

EPAAR: [http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=52c48b59c02b4481b8576a658c6e69ab&c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=52c48b59c02b4481b8576a658c6e69ab&c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl)

#### **I.9 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any EPAAR (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **I.10 CLAUSES APPLICABLE TO CONSTRUCTION WORK**

Although this is a service contract, there may be instances where severable construction work is required. In these instances, the severable construction will be identified at the task order level and the clauses below will apply to that work. If there is a conflict between any of the clauses

below and any other contract clause, the clauses below take precedence for severable construction work.

Regulation	Clause No.	Date	Clause Title
FAR	52.222-4	Jul 2005	Contract Work Hours and Safety Standards Act – Overtime Compensation
FAR	52.222-6	Jul 2005	Davis-Bacon Act
FAR	52.222-7	Feb 1988	Withholding of Funds
FAR	52.222-8	Jun 2010	Payrolls and Basic Records
FAR	52.222-9	Jul 2005	Apprentices and Trainees
FAR	52.222-10	Feb 1988	Compliance with Copeland Act Requirements
FAR	52.222-11	Jul 2005	Subcontracts (Labor Standards)
FAR	52.222-12	Feb 1988	Contract Termination – Debarment
FAR	52.222-13	Feb 1988	Compliance with Davis-Bacon and Related Act Regulations
FAR	52.222-14	Feb 1988	Disputes Concerning Labor Standards
FAR	52.222-15	Feb 1988	Certification of Eligibility
FAR	52.222-16	Feb 1988	Approval of Wage Rates
FAR	52.222-27	Feb 1999	Affirmative Action Compliance Requirements for Construction
FAR	52.225-9	Sep 2010	Buy American Act – Construction Materials
FAR	52.227-4	Dec 2007	Patent Indemnity - Construction Contracts
FAR	52.228-2	Oct 1997	Additional Bond Security
FAR	52.228-11	Jan 2012	Pledges of Assets
FAR	52.228-15	Oct 2010	Performance and Payment Bonds – Construction
FAR	52.236-5	Apr 1984	Material and Workmanship
FAR	52.236-7	Nov 1991	Permits and Responsibilities

## I.11 MINIMUM INSURANCE REQUIREMENTS

As described in FAR 52.228-7, the following are the minimum amounts of insurance required under the contract:

Workers compensation and employer's liability:	\$1,000,000
Comprehensive general liability:	\$1,000,000
Comprehensive automobile liability:	\$1,000,000

## I.12 MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS

### 1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of

this document is to set forth the minimum standards for a contractor's COI plan.

## 2. COI PLAN

The Contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractor's COI Plans should be identified by a version number, date, and applicable CO for any previously approved COI Plan.

## 3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

### A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COS when evaluating whether or not a contractor has a COI.

### B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the last three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

### C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and other pertinent information;

- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

#### D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

#### E. Work Assignment (WA), Technical Direction Document (TDD), Task Order (TO), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/TO/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/TO/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the Contractor's COI Plan should address the procedures to be followed for WA/TDD/TO/DO certifications.

#### F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/TO/DO certification requirement. Nevertheless, the Contractor's COI Plan should address the procedures to be followed for annual certifications.

#### G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determination; e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the Contractor shall document all COI

searches related to EPA work, whether or not an actual or potential COI has been identified.

#### H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

#### I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI, as well as submit Limitation of Future Contracting (LOFC) requests for approval.

## **PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J – LIST OF ATTACHMENTS**

The following list of attachments are incorporated into this contract:

#### **J.1 LIST OF ATTACHMENTS**

- Attachment 1. Statement of Work, 35 pages
- Attachment 2. Pricing Schedule, 12 pages
- Attachment 3. Davis-Bacon Act Worksheet, 2 pages
- Attachment 4. Department of Labor Wage Determination, 6 pages
- Attachment 5. Routine Equipment List, 3 pages
- Attachment 6. Invoice Preparation Instructions, 8 pages
- Attachment 7. Environmentally Preferable Practices, 4 pages

Section K of the Contractor's proposal is incorporated by reference into this contract.

**Attachment 1 –  
Statement of Work**

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

**REGION 8**

**STATEMENT OF WORK**

**EMERGENCY AND RAPID RESPONSE SERVICES (ERRS IV)**

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## I. INTRODUCTION

### A. ACRONYMS

ACP	Area Contingency Plans
ARARs	Applicable or Relevant and Appropriate Requirements
CAA	Clean Air Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CFR	Code of Federal Regulations
CO	Contracting Officer
CWA	Clean Water Act
DO	Delivery Order
DWO	Daily Work Order
EPA	Environmental Protection Agency
ERNS	Emergency Response Notification System
ERRS	Emergency and Rapid Response Services
ESF	Emergency Support Function
FRP	Federal Response Plan
HASP	Health and Safety Plan
ICS	Incident Command System
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NPL	National Priorities List
OPA	Oil Pollution Act
OSC	On-Scene Coordinator
OSHA	Office of Safety and Health Administration
OSWER	(US EPA) Office of Solid Waste and Emergency Response
PM	Program Manager
PO	Project Officer
POC	Point-of-Contact
POLREP	Pollution Report
PDD	Presidential Decision Document
PRP	Potentially Responsible Party
QA	Quality Assurance
QC	Quality Control
RCMS	Removal Cost Management System
RCP	Regional Contingency Plan
RCRA	Resource Conservation and Recovery Act
RPM	Remedial Project Manager
RM	Response Manager
SA	Site Assessment
SARA	Superfund Amendments and Recovery Act
SOW	Statement of Work
START	Superfund Technical Assessment and Response Team
TSDf	Treatment, Storage and Disposal Facility

## B. DEFINITIONS

1. On-Scene Coordinator: The EPA official designated to coordinate and direct response under Subpart D of the NCP, and/or any direct removal under Subpart E of the NCP.
2. Remedial Project Manager: The EPA official designated to coordinate, to monitor, or direct remedial or other response actions under Subpart E of the NCP.
3. Ordering Officer: An EPA Contracting Officer or an EPA designated OSC with delegated procurement authority.
4. Removal Action: A removal action may fall into one of three categories:
  - a. Emergency removal actions require an immediate response to releases;
  - b. Time-critical removal actions require a response action within six (6) months;
  - c. Non-Time critical removal actions require response actions that can start later than six (6) months after the determination that a response is required.
  - d. The specific type of removal action and the required response time shall be determined by the OSC with consideration to the nature of the release, the contaminants of record, and the threat or potential threat to human health/and or the environment.
5. Response Manager: An employee of the contractor designated to be the point of contact for the EPA OSC and/or Ordering Officer who is responsible, technically and administratively, for the initiation and completion of the work.
6. Regional Cross-Over: Response under this contract to another EPA region. Response times would be negotiated with the contractor prior to issuance of the task order.
7. Region 8: Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.
8. Rapid Remedial Response: Response to an NPL site to implement cleanup strategies.

## C. PURPOSE

The purpose of this contract is to provide fast responsive environmental cleanup services for hazardous substances/wastes/contaminants/materials and petroleum products/oil for Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming). Environmental cleanup response to natural disasters and terrorist activities may also be required under this contract. A regional cross-over, a response in another EPA region, may be requested under this contract. It is anticipated that under rare circumstances, with the request of the Country of Canada, an environmental cleanup response into the trans-boundary region of may be required.

## D. BACKGROUND

Under the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or Superfund of 1980, as amended by the

Superfund Amendments and Reauthorization Act (SARA); Section 311 of the Clean Water Act (CWA), as amended by the Oil Pollution Act (OPA) of 1990; Subtitle I of the Resource Conservation and Recovery Act (RCRA) and pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40 CFR Part 300); Presidential Decision Document (PDD) # 39; the Robert T. Stafford Natural Disaster Act and pursuant to the Federal Response Plan (FRP); and in accordance with any re-authorizations or amendments to any of the above named statutes and new response legislation, the Environmental Protection Agency (EPA) has been delegated the responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health or welfare, or to the environment. EPA is responsible for conducting evaluations and cleanups of uncontrolled hazardous substance or waste sites.

In addition, the EPA has the authority pursuant to Emergency Support Function (ESF) #10 and other laws to help and/or mitigate endangerment of the public health, welfare or environment during emergencies or natural disasters and to support states and communities in preparing for responses to releases of oil, petroleum products and hazardous substances and to provide response and removal services in response to incidents involving weapons of mass destruction, acts of terrorism, and nuclear, biological and chemical incidents and Federally Declared Disaster incidents.

#### E. SCOPE

The Contracting Officer or CO's designated representative, a warranted EPA On-Scene Coordinator (OSC) (Ordering Officer) identified in the contract or subsequent modification(s) to this contract, will issue task orders (TOs) for all work required under this contract in accordance with the terms and conditions of the contract. General technical guidance by the Ordering Officer does not relieve the contractor of the responsibility for performance under the contract by the contractor or its subcontractors.

The contractor shall submit all work products in draft for review and approval by appropriate Government personnel prior to preparation and issuance in final, in accordance with the terms and conditions of the contract. The Government shall make all final policy and regulatory decisions resulting from contractor-provided advice and assistance under this contract.

The contractor shall take any response action, under the direction of the Ordering Officer, consistent with the terms and conditions of the contract, and in accordance with the directions of the TO. TOs may be issued verbally, but will be formalized in writing within two business days or as soon as practical. The contractor shall provide personnel, labor, materials, and equipment required to perform response activities. The contractor shall adhere to the contract terms and conditions under Section IV of the SOW. The contractor shall provide qualified and fully trained personnel, labor, materials, and equipment required to perform response activities. Exhibit A of the SOW identifies the Key Personnel and Responsibilities. Exhibit B and C outline Personnel Qualifications

and the Personal Protective Equipment Types by Level. Exhibit D identifies the Incident Command System (ICS) Training Requirements. Exhibit E identifies Level A Response Capabilities.

The contractor shall take any actions required to mitigate or eliminate any hazard or damage to the environment resulting from:

- a release or threat of a release of oil, petroleum products, hazardous substances, pollutants or contaminants into the environment
- the threat of fire and explosion and incidents involving terrorist acts, weapons of mass destruction, and nuclear-biological-chemical incidents
- natural or man-made disasters

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including contaminated media, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local level. The contractor shall obtain all necessary on-site permits and comply with applicable and relevant regulations unless otherwise directed in a TO issued by the Contracting Officer or Ordering Officer pursuant to CERCLA. The contractor shall be responsible for obtaining all necessary transportation and disposal permits, or transportation and off-site treatment, or disposal permits.

The contractor shall obtain special services, (through leases, subcontract agreements, or rental agreements, etc) in a timely and cost efficient manner, such as specialized removal equipment or personnel with specialized qualifications, dependent on site conditions.

## II. TECHNICAL REQUIREMENTS

Technical requirements under this contract include emergency response, sampling, monitoring, site stabilization, controlling spilled material, waste treatment, restoration, removal actions, transportation and disposal. This list does not encompass all possible response activities, but is an extensive sample of types of activities that may be required under this contract. More specific requirements follow this generic list:

- project planning
- containment, countermeasures, emergency and removal response
- decontamination, response mitigation
- treatment, transportation and disposal operations
- restoration and soil stabilization
- analytical support
- demolition services
- construction and support facilities
- marine operations
- trans-boundary response
- response times

## A. RESPONSE OPERATIONS

The contractor shall provide environmental response cleanup services for removal/treatment of oil, petroleum products, hazardous substances, pollutants or contaminants as specified in task orders issued to the contractor. The contractor shall provide environmental response cleanup services to terrorist, weapons of mass destruction, and nuclear-biological-chemical incidents as specified in TOs.

### 1. Project Planning

The contractor shall accomplish the following tasks when required by a TO:

- conduct an initial on-scene survey to gain sufficient familiarity with the site conditions
- prepare a detailed work plan to accomplish the project in the most effective, efficient and safe manner. This work plan shall, at a minimum, define the types and quantities of cleanup personnel, equipment and materials that will be needed, the proposed project schedule by sub-task, and the estimated cost
- prepare a detailed Health and Safety Plan to protect the workers on-site from the hazards with the contaminants and physical threats associated with the emergency or removal actions

### 2. Containment, Countermeasures, Emergency and Removal Response

The contractor shall perform containment and countermeasures to protect health, welfare and the environment. At a minimum, the contractor shall:

- perform multi-media sampling, analysis to determine the source, spread, and disposal options of a release or discharge
- provide hazardous categorization of wastes
- contain the release at its source and prevent further acute migration of the hazardous substance, pollutant or contaminant
- construct slurry or other types of trenches, dikes, underflow dams, or grout curtains
- deploy diversionary barriers such as booms, dams, sorbent pads/materials
- excavate, stage and cover excavated materials
- handle drums including stabilization, over packing, lab-packing, and remote container opening
- place pollutants in containers
- divert streams or waterways
- keep waterfowl and other water life away from the polluted areas
- control fluid discharged from storm water, firefighting efforts, containment ponds, or other impoundments
- provide alternative drinking water, i.e., provide bottled water; design/install/service/maintain treatment unit(s), design/install/service/maintain well(s), design/install temporary and/or permanent water distribution lines
- provide temporary relocation of threatened individuals, and their pets and/or

livestock; temporary relocation of individuals shall follow Federal Travel Regulations requirements until more definitive guidance is provided the contractor

- provide traffic, crowd and navigation control
- provide security (armed or unarmed guards, fencing, electronic surveillance, etc)
- execute damage controls or salvage operations
- drain, shear pipelines
- provide firefighting expertise, i.e., landfills, tire fires, gas wells
- plug and abandon oil and gas wells
- pump out/clean out tanks, barges, and containers
- repair leaks
- monitor for airborne, radiological, groundwater contaminants

### 3. Decontamination, Response Mitigation

The contractor shall perform decontamination, response mitigation to recover the pollutant from the affected media and/or to dispose of contaminated media. At a minimum, the contractor shall:

- physically or chemically decontaminate drums, pipelines, tanks, containers, barges, buildings, equipment, materials, debris, or other objects, and personnel
- use chemicals or biological agents for flocculation, coagulation, neutralization, treatment reaction and separation
- physical and/or chemical treatment of affected water and soil
- use specialized equipment such as mobile activated carbon systems
- aerate affected media to selectively release volatile components fixation, solidification or other treatment of the polluted media in place
- salvage or destroy vessels

The contractor shall accomplish physical collection of pollutants in lieu of, or following any treatment action. At a minimum, the contractor shall:

- flush contaminants from waterways and marsh areas followed by collection and holding for treatment/disposal
- skim materials from the water surface
- wash soils and collect and store recovered materials
- pump contaminated groundwater and store for treatment/disposal
- segregate waste chemicals at hazardous waste sites

### 4. Treatment and Transportation and Disposal Operations

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including media contaminated with such, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local

level, as per OSC technical direction and Delivery Order requirements. Disposal may include temporary storage and ultimate disposal at an approved Treatment, Storage and Disposal Facility (TSDF). Disposal may be on-site or offsite. For this contract, all off-site transportation and disposal must be subcontracted.

More specifically, the contractor shall:

- obtain all necessary on-site permits and comply with applicable and relevant regulations
- obtain all necessary transportation and disposal permits or transportation and off-site treatment or disposal permits
- verify that the selected disposal facility meets the requirements of EPA's policy for off-site response actions (40 CFR 300.440). This verification may be obtained from the EPA regional RCRA Off-Site Rule Coordinator where the intended TSDF resides
- provide certified truck scales
- placard waste transporters
- develop disposal options consistent with the Agency's regulations and policies
- prepare draft waste profiles and manifests
- maintain manifest documentation
- oversee subcontractor(s) transportation and disposal of wastes
- maintain computer-based reports of on-site wastes, and of off-site disposal
- bulk wastes, utilize volume reduction techniques
- show initial location(s) and ultimate disposal location(s)

Disposal techniques may include the following:

- controlled or uncontrolled combustion, on-site or off-site incineration
- treatment
- waste stabilization
- land disposal
- demolition
- fixation
- injection
- degradation
- burial
- detonation
- recycling, reclamation, and re-utilization
- other existing or innovative treatment and disposal technologies

## 5. Restoration and Soil Stabilization

The contractor shall use due care to prevent damage to property or materials of third parties. The contractor shall restore, replace and stabilize buildings, structures, personal or real property or material damaged by contamination or response operations. The contractor shall take actions to restore and stabilize soils and the

damaged environment to as near pre-response conditions as possible, as approved by the OSC. Specifically, the contractor shall:

- repair buildings
- landscape, reseed, replant, replace soil, regrade, or restock
- remove any structure or equipment that was installed as part of a response action
- repair or restore roadways/driveways/sidewalks
- backfill and grade
- replace property that required disposal

#### 6. Analytical Services

The contractor shall perform on-site analytical activities to provide chemical and physical analyses for waste profile samples. Hazcatting analysis may include, but not be limited to, sample collection, storage, transportation, field analysis and disposal. The analytical activities will be ordered by the OSC/RPM on an "as specified need basis" to provide chemical and physical analyses and/or high sample quantity volume analyses. Thus, the contractor shall perform on-site analytical activities necessary to provide accurate waste profile information to treatment, storage and disposal facilities and allow for waste bulking.

Confirmation sampling to determine the extent of contamination is prohibited due to Conflict-of-Interest provisions.

#### 7. Demolition Services

The contractor shall demolish and/or remove contaminated buildings, structures, tanks, barges, facilities and excavate or remove contamination or contaminated soils or materials around or below the structure as necessary to safely and effectively implement required response activities. The contractor shall provide services for the detonation of explosives and/or other reactive materials.

#### 8. Construction and Support Facilities In Support of Removal Action

The contractor shall construct and provide facilities in support of removal actions. At a minimum, the contractor shall:

- construct or install a temporary office, response support building or structures
- construct or install temporary roadways
- provide utilities
- provide sanitary and decontamination facilities
- provide furnishings and equipment for field offices/command posts
- construct observation and monitoring structures

## 9. Marine Operations

Marine Operations is inclusive of all areas of SOW, i.e. containment. During marine operations the contractor shall display signal lights and conduct his operation in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing light and day signals to be displayed by vessels, other craft, or booms in the cleanup operations (33 CFR, Parts 84-90 and 207) and applicable state and Federal boating standards.

Should the contractor, during the progress of work, lose, dump, throw overboard, sink, or misplace any material, plant machinery, or appliance which, in the opinion of the FOSC, may be dangerous to or obstruct navigation, the same contractor shall immediately recover and remove the same at no expense to the Government.

- a. The contractor shall give immediate notice, with description and location of such obstructions to the FOSC, and when directed by the FOSC, shall mark or buoy such obstructions until the same are removed.
- b. Should the contractor refuse, neglect, or otherwise fail to comply with the above requirements, such obstructions may be removed by the Government and the cost of such removal may be deducted from any money due or that becomes due to the contractor.
- c. The liability of the contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 407, 415, and 419 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C.A. 401 et seq.).

If the contractor recovers any oil, the proceeds from the sale of such oil, oil-water mixture or hazardous substances shall become the property of the Government. If the substance recovered from cleanup and containment operations, including scrap metals, is salvageable, the Government may elect to have the contractor transport such recovered substances to a Government specified storage site or directly to a commercial salvage company. Salvageable products, and the proceeds derived from them, shall become the property of the Government. If the Government elects to deliver recovered substances to a commercial salvage company, the contractor shall obtain receipts for payment and these payments shall be applied as a credit to the contract.

If the balance of allowable contract costs is less than the credit for recovered substances, the contractor shall reimburse the Government for the difference.

## 10. Trans-boundary Response

This contract may be used to respond to incidents primarily in the border region of Canada; but only upon request by Canadian governmental officials, in accordance with the general policies and procedures contained in the Joint Contingency Plan (JCP). As this contract requires trans-boundary response capability, coordination with the U.S. Border Patrol, Immigration, Customs, Department of Transportation

and other federal, state and local officials, as well as international officials, shall be necessary. The contractor shall be solely responsible for the transportation of personnel, materials and equipment across the borders, and all necessary paperwork for the rapid deployment of personnel, materials and equipment in an emergency situation. **The contractor must comply at all times with all U.S. laws when working under this contract. Additionally, the contractor may be subject to Canadian laws, including licensing and insurance requirements, for response activities performed in Canada.**

An actual response into Canada is expected to be a rare occurrence; in fact, instances have not occurred in the last 15 years where it has been necessary to respond.

## 11. Response Times

The contractor shall provide a management and personnel structure that will ensure that personnel are available on a 24 hour-a-day basis and that responses are conducted in accordance with the technical direction outlined in TOs or as provided by On-Scene Coordinators (OSCs). For emergency response actions requiring immediate mobilization to the site, the contractor will be required to be en route within two (2) hours and arrive at the site no later than four (4) hours from notification for the following primary mobilization cities within Region VIII:

- Denver, Colorado
- Salt Lake City, Utah

For other emergency response actions requiring immediate mobilization to the site, the contractor will be required to be en-route within two hours and arrive at the site no later than twelve (12) hours from notification.

Typically, for other than emergency removal responses (time critical and non-time critical removals), the contractor will be required to deliver all required personnel, equipment, materials and other necessary items within 72 hours of notification. The exception to this is if the task order (TO) or the ordering officer requests a specific mobilization date and time.

## 12. Regional Cross-Over

Regional cross-over responses to areas outside of Region 8 are a possibility. Response times for such a cross-over will be negotiated at the time the TO is issued.

The minimum requirements for response services in the zone of coverage in the time limits specified is: one (1) Response Manager (RM) and two (2) Cleanup Technicians and equipment as required to accomplish the work under the TO as requested by the Ordering Officer.

The Region will issue task orders (TOs) to a central single point-of-contract (POC), designated by the contractor as the representative for the overall administration of

task orders. The contractor's POC and Program Manager (PM) may be same person. The POC or PM shall be the contractor's representative to initiate work, assign response personnel and commit equipment, materials, and other resources specified with this contract. The POC or PM will ensure that all such items are available within the required response time limits.

The OSCs are authorized and duly delegated to direct and coordinate the execution of the TO for each response action. This includes directing the execution of the TO, through the designated contractor's Response Manager (RM) who is assigned by the contractor's POC for the specific removal actions. The RM is the contractor's representative for the site and shall be responsible for the day-to-day decision making processes pertaining to on-site activities, which are approved by the EPA OSC.

The POC, or PM for the contractor will also be the primary contact for coordination of contractual activities and programmatic requirements with the EPA Project Officer (PO) and the EPA Contracting Officer (CO). Coordination responsibilities include reporting on work progress, providing cumulative financial data, discussing contract status and resolving programmatic issues.

## B. OTHER REQUIREMENTS

### 1. Technical Support of Government Enforcement Proceedings

These technical services may consist of the following:

- provide testimony during enforcement proceedings for a given site for which the contractor provided response services. This will normally be to testify on what actions the contractor took at the site for cost-recovery purposes
- prepare affidavits, depositions and other documents
- implement contract document control and chain-of-custody procedures
- retain and store all contract site records, including employee related records such as time sheet, baseline data regarding work related physical examinations and other work related data, for a period of ten years. The contractor shall provide the Contracting Officer or any representative of the Contracting Officer with full access to these records during the ten-year period
- other related activities to support court proceedings
- provide all documents and reports gathered and produced pursuant to response actions to the EPA Records Coordinator

These government enforcement proceedings may be used to obtain an injunction against parties from the continued use of a site, or under an Administrative Order of Consent (AOC) to conduct removal or remedial actions, or a Unilateral Administrative Order (UAO) to conduct removal or remedial actions, or for the recovery of costs incurred by the Government in undertaking removal and early/interim remedial actions.

\* NOTE: No legal services shall be performed for the government under this contract

without the prior written approval from the EPA Office of General Counsel (OGC).

## 2. Site-related Documentation

The Contractor shall furnish copies of site-related documents written or developed regarding or pursuant to activities conducted under a TO. The contractor shall not release any site information, written or verbal, without the express written consent of the OSC. The contractor shall assist the OSC or Ordering Officer in public meetings, or dealings with impacted citizens and State or local officials as part of normal site operations. The contractor shall, at all times, clearly be identified as a contractor to the US EPA.

The contractor shall utilize the EPA's Removal Cost Management System (RCMS) to track costs on a daily and cumulative basis. RCMS shall be kept updated to reflect actual site occurrences. Comments in RCMS shall state- on the day of occurrence:

- OSC approval of overtime hours before **any** overtime hours are worked
- Competitive bid process
- Any agreements between OSC and RM regarding site operations
- Brief synopsis of work accomplished on that day

\* NOTE: Any OSC hand-written comments on a final 1900-55 SHALL be incorporated into the next 1900-55 produced. When the contractor's accounting system does not reflect the 1900-55, the corrections shall be incorporated into RCMS prior to invoicing, in order to maintain the integrity of the government's data. The contractor shall provide sufficient justification for the change to warrant the inclusion of the costs.

## 3. Examples of Cost-Control Measures:

The following are examples of cost control measures that are expected as a matter of normal contract operations:

- Mobilization of Personnel and Equipment from the nearest office; however the **primary mobilization cities within EPA Region 8 are:**
  - **Denver, Colorado**
  - **Salt Lake City, Utah**
- Bulking of wastes where technically appropriate
- Evaluation of on-site vs. off-site disposal remedies
- Where the contractor chooses to utilize non-full-time, but fully qualified and trained employees in a response action, the personnel shall be identified and an appropriate rate charged
- Assign appropriate number and skill level of personnel to site; note that EPA will reimburse for the labor performed and the skill needed for that labor, not necessarily for the person performing the task; i.e., if a chemist is performing a cleanup technician's function, EPA will pay for a cleanup technician's

hours. If the cleanup technician is performing as a chemist, qualifications for the task must be met before reimbursement will be made at the higher rate.

### III. CONTRACT MANAGEMENT

- A. The contractor shall provide and maintain a 24 hour, seven day a week response capability/call center to accept and respond to issued TOs. The OSC, CO or Ordering Officer will determine the required response times for each TO. The call center shall be capable of obligating contractor resources.
- B. The contractor shall provide a network of trained, qualified emergency response and cleanup personnel, equipment, and materials. The contractor shall ensure that trained and qualified Response Managers are provided for response activities and that the RMs are provided adequate resources to perform the response action. Where it is not necessary for a RM to be onsite at all times, an onsite contractor employee shall be designated to act as the OSC contact person, capable of responding to site requirements and technical direction. The contractor shall mobilize and manage all contractor (including subcontractor) site personnel, equipment and materials necessary for implementing site-specific response actions pursuant to appropriate written or verbal TO issued by the CO or Ordering Officer and technical direction pursuant to such TO as specified in the Daily Work Order (DWO) (s) or daily taskings.
- C. The contractor shall maintain communication and coordination with EPA personnel including reporting problems encountered in performing TOs and implementing any special controls specified by EPA. The contractor shall be available for meetings with EPA personnel, as requested. The location of these meetings will be within the region. At the beginning of the contract, monthly meetings shall be held at the EPA Denver office. Depending on contractor's progress and good work performance, the meetings may be reduced to quarterly.
- D. The contractor shall coordinate with the EPA to arrange planning activities upon issuance of the TO. Planning activities may include attending scoping meetings, preparing project work plans and/or preparing schedules. The OSC will determine the appropriate planning activity for each TO.
- E. The contractor shall manage the documentation of expenditures for a TO by accounting for all costs incurred in accordance with generally accepted accounting practices and standards and contract-specific reporting requirements. This shall include cost tracking and cost minimization efforts. These accounting procedures will be used during all response actions and during the daily preparation of EPA Standard Form 1900-55, Contractor Cost Reports, using the EPA Removal Cost Management System (RCMS).
- F. The contractor shall provide personnel fully trained in the use of the Removal Cost Management System (RCMS) and capable of producing an accurate daily EPA Standard Form 1900-55 from RCMS, which will report daily expenditures on-site. The contractor shall also track costs by task codes. The specific task will be identified by the OSC/RPM.

In addition to the daily cost reports, the contractor shall provide cost summaries and cost projections to the OSC upon request. These summaries and projections may be produced through the RCMS system.

**THE CONTRACTOR SHALL INVOICE FROM THEIR OWN ACCOUNTING SYSTEM.** At no time will billing from any other system, including RCMS, be acceptable.

- G. The contractor shall implement a comprehensive safety program to protect all on-site personnel, including both the prime and subcontractors, in contaminated and uncontaminated areas. This program shall be utilized in the preparation of all contractor's site Health and Safety Plans (HASPs). The EPA may task the contractor to prepare an OSC/RPM approved HASP which would govern all EPA sponsored site activities and would cover all personnel working on the site to include the personnel of other site contractors and government employees. This HASP is intended to serve as the EPA HASP for the site.

The EPA will furnish the contractor with software and a user's guide for preparing HASPs utilizing EPA's automated "Health and Safety Planner", EPA Publication 9285-8-01 (1993), or the contractor may prepare the HASP in another format appropriate to Site specific conditions, meeting minimum OSHA requirements, and approved by the OSC.

The contractor shall ensure that OSHA hazardous substance response regulations (29 CFR Part 1910) for site safety training and health monitoring are met by all prime and subcontractors who work in contaminated areas. The contractor shall ensure that all other applicable OSHA regulations, and EPA policies and procedures, including the "Standard Operation Safety Guides", (1988) and the "Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities", (1985), for worker protection are met by all personnel, including both prime and subcontractors, in contaminated and uncontaminated areas.

The OSC shall establish, with full input from all impacted contractors, a minimally acceptable safety standard for the site. The contractor may choose to adapt a more stringent standard, at their own expense; however, at no time shall the contractor adapt, or use, a less stringent standard.

The contractor shall provide to the OSC a copy of the 40 hour safety certification or their 8 hour refresher certification for each person who will work on the site - prior to any work being conducted.

The contractor shall report significant safety incidents and injuries to the Project Officer by phone within hours of occurrence. Significant shall refer to lost time injuries, where not simple precautionary measures; incidents likely to be made public or reported in the media; fires or explosions, and other incidents beyond "normal" site operations.

- H. When required on a TO, the contractor shall provide response personnel, equipment, and appropriate materials to participate in emergency response exercises. The contractor may

be tasked to participate in exercises that test functional areas, such as, organizational design (notification, staff mobilization, and response management system) or operation response (discharge control, assessment, containment, recovery, protection and disposal).

## EXHIBIT A

**Key Personnel Responsibilities**

## 1. Program Manager

The Program Manager (PM) shall be the “primary” contractor contact with the CO and the PO for the overall management and coordination of the contract. This individual may also be referred to as the Point-of-Contact (POC). The PM shall:

- a) Maintain communication and coordination with the CO and PO relative to the management of necessary resources required in response services involving the releases or hazardous substances, oil and other contaminants or pollutants to the environment.
- b) Meet with the CO and PO, as requested, to implement necessary administrative contract provisions. These items include, but are not limited to, scheduling, budgetary, cost accounting requirements, and technical issue resolution.
- c) Ensure the provision and management of necessary technical and administrative support services and multi-disciplinary professionals, including skilled personnel knowledgeable in transportation and disposal activities, or other discipline directly related to the requirements of the contract.

## 2. Level II Response Manager

The Level II Response Manager (RM) shall be the "primary" contractor contact with the OSC and shall be responsible for the management and execution of all response actions. The RM will be responsible for the implementation of the TO statement of work and will execute services under the technical direction of the OSC.

The RM shall be on the scene on a daily basis unless instructed otherwise by the OSC. In these instances, the contractor shall maintain someone on site at all times with authority to act for the contractor and coordinate subcontract activities. The RM shall:

- a) Meet with the OSC, as requested, upon issuance of a task order to plan and coordinate the response action. In some cases, the OSC may request that the RM conduct an initial on-scene survey and/or develop a project work plan with a schedule prior to a full scale mobilization.
- b) Ensure that appropriate contractor personnel operate equipment properly, provide materials and conduct the required response as presented in the task order and in the approved site work plan. These services shall be provided within the response time requirements for emergencies or within the response time specified by the OSC for other type of removal or remedial actions.
- c) Maintain communication and coordination with OSC including reporting problems encountered in performing task orders. The RM shall immediately notify the OSC, and be responsible for taking immediate corrective action, when performance does not

conform to contract requirements or to the directions given by the OSC for a response action.

- d) Be fully trained in the use of the Removal Cost Management System (RCMS)  
And capable of producing an accurate daily EPA Standard Form 1900-55 from the RCMS, which will report daily expenditures on-site.
- e) On a daily basis, unless otherwise directed by the OSC, be responsible for and provide the OSC with a detailed accounting of all costs incurred at a site using the EPA Standard Form 1900-55 from the RCMS. In some cases, the OSC may request a handwritten daily EPA Standard Form 1900-55. However, the handwritten EPA Standard Form 1900-55s must be entered into the RCMS within fourteen (14) calendar days.
- f) If requested on the TO, implement a comprehensive site specific health and safety plan (HASP) to protect all response personnel. Have the ability to serve as site safety officer. Prepare site specific health and safety plans (HASP). Modify the HASP when site conditions warrant. Insure that the elements of the HASP are being properly carried out. The HASP shall include the minimum requirements set forth in 29 C.F.R. Part 1910.
- g) Develop, implement, and manage a Quality Assurance Project Plan (QAPjP) when any environmental monitoring, sampling or measurement is specified in the TO statement of work, or as otherwise directed by the OSC. The QAPjP shall meet the minimum QA requirements as described in the Statement of Work.
- h) Ensure that environmental samples are collected and dispatched to laboratories for analyses. Ensure that waste profile samples are collected and dispatched to prospective off-site treatment or disposal facilities for waste acceptance.
- i) Assist the OSC in completing waste profile forms, shipping manifests, and related documents. The RM shall have professional and working knowledge of the commercial facilities permitted to accept wastes typically encountered at CERCLA and/or other removal sites defined by the Clean Water Act, as amended by the Oil Pollution Act. The RM shall have the ability to prepare a written treatment/disposal plan which would, for example, list the site waste streams by type and quantity and provide a cost analysis of disposal and/or treatment options. The RM shall be responsible for identifying and procuring the services of prospective waste transporters and CERCLA compliant, RCRA permitted off-site treatment, storage or disposal facilities for all wastes requiring off-site treatment, storage and/or disposal.

### 3. Chemist

The Chemist shall provide the following services:

- a) Prepare sampling plans for collection of multi-media samples (e.g. air, soil, water, and waste,). Oversee the implementation of sampling plans. Collect samples.
- b) Determine, in consultation with OSC, the appropriate type and quality of analyses to be performed to attain EPA's data quality objectives.
- c) Calibrate, maintain, and use field screening devices/meters to conduct site surveys.

Interpret data and evaluate hazards from field results.

- d) Prepare and/or assist in the preparation of waste disposal profiles.
  - e) Perform field chemistry tests (e.g. pH, presence of oxidizers, cyanide and sulfide compounds, flash point and/or flammability, and water solubility,) for the purpose of identifying hazardous characteristics of waste samples.
  - f) Develop treatability schemes for wastes. Shall be familiar with, and have experience in, utilizing on-site treatment methods; such as, but not limited to, neutralization, precipitation, flocculation, oxidation, reduction, and dissolving of contaminants.
  - g) Prepare and oversee implementation of waste bulking, consolidation, and/or packaging plans.
  - h) Keep a written log of activities on sampling and analytical results. Prepare written technical reports of sampling, survey, treatability, and analyses.
4. Transportation and Disposal Coordinator (s)

The Transportation and Disposal Coordinator (T&D) shall provide the following services:

- a) Correctly complete hazardous waste manifests, profile and assign wastes their proper regulatory classification, and provide knowledge of analytical information required for bulking of compatible waste streams.
- b) Implement a working knowledge of hazardous material transportation regulations, including proper labeling, shipping and containerization of wastes for transportation according to US DOT regulations.
- c) Provide a working knowledge of current innovation treatment technologies.
- d) Prepare written technical reports covering the transportation and disposal operations.
- e) Manage and insure proper execution of multiple simultaneous contracts.

## EXHIBIT B

**Personnel Qualifications**1. Program Manager or Point-of-Contact (POC) Minimum Qualifications

Program Manager shall have the following minimum qualifications and experience:

- M.S. or MBA degree with 6 years or more experience, as described below; or
- B.S. degree with 8 years or more experience, as described below; or
- Fifteen or more years experience, as described below.

Experience Factors:

- Managerial and/or technical experience in response services involving the releases of hazardous substances, oil and other contaminants or pollutants to the environment.
- Managerial and/or technical experience in removal or remedial activities, including knowledge of transportation and disposal activities or other discipline directly related to the requirements of this contract.
- Experience in the management of technical and administrative support services to multi-disciplinary professionals.\*
- General contract execution skills involving scheduling, resource allocation, performance monitoring, contract administration, budgetary and cost accounting requirements, and issue resolution.

2. Response Manager Qualifications

There are two levels of Response Managers. The selection of the appropriate Response Manager for a particular response action is dependent upon the "difficulty" associated with the response. The more "complex" response actions will require a Level II Response Manager. The Level II Response Manager shall meet and exceed all qualifications for a Level I Response Manager. Response Managers shall have the following minimum qualifications and experience corresponding to the following levels:

(a) Level I Response Manager:

- i) Four (4) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. One (1) year of the 4 years must be in a capacity of site project manager, managing and supervising multi-disciplinary response personnel\*,

OR

A bachelors degree in a related field such as physical, chemical or biological science, engineering, or construction management from an accredited college or university.

One (1) year of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. One (1) year of required experience must be in a capacity of site response manager, managing and supervising multi-disciplinary response personnel\*.

- ii) In addition to Item 1 the Level I Response Manager MUST possess the following:
1. One (1) year as a supervisory responder for emergency response actions involving hazardous substances, oil and other contaminants or pollutants at a site.
  2. Working knowledge of oil, petroleum, and hazardous substance disposal regulations, including, at a minimum but not limited to, ability to correctly complete hazardous waste manifests, knowledge of types of analytical information required for waste profiling, knowledge of and ability to profile and assign to wastes their proper regulatory classifications.
  3. Working knowledge of hazardous materials transportation regulations. Ability to, at a minimum, identify proper shipping containers, determine correct shipping labels and hazardous waste marks on containers, assign hazard class, group and proper shipping name to the wastes, and determine placarding needs for hazardous materials transportation in accordance with US DOT regulations.
  4. Ability to prepare written technical reports covering all aspects of removal operations, including but not limited to, hazardous evaluation, waste profiling, transportation and disposal, data evaluation, and day-to-day summary of site operations.
  5. Ability to manage and insure proper execution of multiple simultaneous subcontracts of varying type and complexity. Serves as contractor point-of-contact with subcontractors. Ability to independently negotiate and resolve subcontractor disputes.
  6. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the computer software and prepare daily cost reports.
  7. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare, and modify site specific health and safety plans in accordance with EPA and OSHA regulations, policies, and procedures. Ability to serve as site safety officer, if necessary.
  8. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

(b) Level II Response Manager:

- i) Seven (7) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Two (2) years of the 7 years experience must be in a capacity of site project manager, managing and supervising multi-disciplinary response personnel\*,

OR

A Bachelors Degree in a related field such as physical, chemical or biological science, engineering, construction management, or other EPA approved degree from an accredited college or university. Three (3) years of on-scene experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Two (2) years of the 3 years of experience must be in a capacity of site response manager, managing and supervising multi-disciplinary response personnel\*.

- ii) In Addition to Item 1 the Level II Response Manager MUST possess the following:
1. Two (2) years as a supervisory responder for emergency response actions involving hazardous substances, oil and other contaminants or pollutants at a site.
  2. Working and professional knowledge of oil, petroleum, and hazardous substance disposal regulations, including, at a minimum but not limited to, ability to correctly complete hazardous waste manifests, knowledge of types of analytical information required for waste profiling, knowledge of and ability to profile and assign to wastes their proper regulatory classifications.
  3. Working and professional knowledge of hazardous materials transportation regulations. Ability to, at a minimum, identify proper shipping containers, determine correct shipping labels and hazardous waste marks on containers, assign hazard class, group and proper shipping name to the wastes, and determine placarding needs for hazardous materials transportation in accordance with US DOT regulations.
  4. Ability to prepare written technical reports covering all aspects of removal operations, including but not limited to, hazardous evaluation, waste profiling, transportation and disposal, data evaluation, and day-to-day summary of site operations.
  5. Ability to manage and insure proper execution of multiple simultaneous subcontracts of varying type and complexity. Serves as contractor point-of-contact with subcontractors. Ability to independently negotiate and resolve subcontractor disputes.
  6. Knowledge of site cost management systems used to track and document site

costs on a daily basis. Ability to operate the computer software and prepare daily cost reports.

7. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare, and modify site specific health and safety plans in accordance with EPA and OSHA regulations, policies, and procedures. Ability to serve as site safety officer, if necessary.
8. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

\* Multi-disciplinary skills are those possessed by a professional such as a site safety officer, chemist, geologist, or engineer and non-professional such as a foreman, equipment operator, lab technician, or laborer.

### 3. Chemist Qualifications

- Bachelor of Science degree, with major in Chemistry, from an accredited college or university and a minimum of two (2) years field experience in oil, petroleum, and hazardous substance cleanup operation.
- Knowledge of EPA QA/QC data collection protocols for removal activities, including, but not limited to the guidance set forth in the document entitled "Quality Assurance/Quality Control Guidance for Removal Activities Sampling QA/QC Plan and Data Validation Procedures - Interim Final" dated April 1990 (EPA/540/G-90-004). This guidance is outlined in the Quality Assurance Sampling Plan for Emergency Response (QASPER), Version 4.0, which is a PC-based software package used to draft site specific quality assurance plans and is based on OSWER Directive 9360.4-01. Ability to insure that these protocols are adhered to. Ability to collect data in accordance with these protocols.
- Comprehensive knowledge of EPA standard methods of analyses of multi-media (solid, liquid, air) waste and environmental samples. Ability to determine appropriate analyses to be performed, including identifying QA/QC limits, to obtain desired results.
- Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from results.
- Ability to prepare written technical reports and sampling plans.
- Knowledge of chemical characteristic of oil, petroleum and hazardous substances and compatibility. Ability to determine, develop, provide recommendation for, and oversee implementation of waste characterization, bulking, and treatment actions.

#### 4. Transportation and Disposal Coordinator (s)

A Bachelor of Science degree in chemistry, chemical engineering or in a related discipline together with a minimum of two (2) years working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations. Knowledge and experience in the use of Federal Regulations (DOT, TOSCA, RCRA, Superfund), State and local regulations and their application to various transportation methods and treatment technologies.

OR

Certified Hazardous Materials Manager (CHMM) – Senior Level Certificate and recertification documentation required, with 3 years experience in the hazardous waste field related directly to the arranging of transportation and disposal of hazardous waste or similarly related activities with a working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations. Knowledge and experience in the use of Federal Regulations (DOT, TOSCA, RCRA, and Superfund), State and local regulations and their application to various transportation methods and treatment technologies.

#### 5. Other On-Scene Personnel Minimum Qualifications

All other personnel shall demonstrate experience in performing routine duties typical to oil, petroleum, or hazardous waste site operations. All personnel shall meet minimum OSHA training, medical monitoring, and health and safety requirements for hazardous waste site workers, unless otherwise noted. Where applicable, personnel must be qualified to operate heavy equipment, standard cleanup equipment such as air compressors, pumps, generators, etc., have a working knowledge of standard hazardous material handling safety procedures and personnel safety equipment, and operate testing, sampling, and/or survey equipment. Must demonstrate abilities to trouble-shoot malfunctioning equipment and make simple repairs.

##### (a) Site Safety Officer

A Certified Industrial Hygienist with two years (2) years experience in oil, petroleum, and hazardous substance response and cleanup actions. One year of the two years required experience must be in a capacity of site safety officer with responsibility for preparing and insuring proper implementation of site specific health and safety plans. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare site specific health and safety plans (HASPs) in accordance with EPA and OSHA regulations, policies, and procedures. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation and sampling devices such as organic vapor analyzers, combustible gas indicators, toxic gas meters, and radiation monitors, personnel air samplers, and passive detection devices to collect samples and measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from

survey results. Ability to independently assess the need, and provide recommendations for amendments to the HASP, depending upon a change in response. Knowledge of resources available which provide chemical specific facts to supplement industrial hygiene data. Knowledge of exposure limits, chemical and physical properties of hazardous substances. Ability to evaluate exposure limits of hazardous substances against site survey results. Ability to develop and institute site specific controls to protect workers against exposure to hazardous substances. Knowledge of factors which may contribute to worker heat and cold stress conditions. Ability to monitor for and recognize symptoms of workers suffering from heat and cold stress. Ability to develop and institute site specific controls to abate worker heat and cold stress conditions. Ability to prepare written technical reports and HASPs.

(b) Engineer

Bachelor of Science degree in Civil, Chemical, Environmental, Sanitary, or other EPA approved discipline, from an accredited college or university. Applies engineering principles to solve hazardous waste response problems. Develops response alternatives, and analyzes them in terms of cost effectiveness and feasibility. Designs and plans unit operations, such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time and costs.

(c) Foreman

Three years on-scene experience in oil, petroleum, and hazardous substance cleanup response. On larger sites, provides coordination assistance to the PM. Directs and response activities of the cleanup crew at the direction of the PM. May all activities on a response where a PM is not needed. Must have skills in directing both general labor and on-site personnel, and trained for work using all levels of personal protective equipment.

(d) Cleanup Technicians

Performs labor related to sampling and cleanup of hazardous wastes. Applies non-technical skills in handling hazardous substances. Trained for work using all levels of personal protective equipment. May also perform general activities involved in hazardous waste site control, including the operation of support equipment such as generators, air compressors, pumps, outboard motors, uni-loaders, air blowers, etc. Performs general duties outside of the "hot zone". Is not required to have full safety training.

(e) Equipment Operator

Meets OSHA/DOT minimum training requirements to Operate heavy equipment, such as, but not limited to, backhoes, excavators, dozers, and loaders. Trained work work in all levels of personal protective equipment. Minimum of one (1) year experience operating heavy equipment.

(f) Truck Driver

Must have all the applicable state and Federal Department Transportation motor vehicle operator's licenses. Operates trucks used to transportation of temporary structures, equipment, materials, and supplies, as well as oil and hazardous substances and hazardous wastes waste onto and off response sites.

(g) Explosive Specialist

Seven (7) years experience in identification, handling, transport and disposal of explosive devices, explosives, and highly reactive chemicals from removal sites. Specially trained and experienced in explosives handling. Must meet minimum criteria for State licensing requirements for explosives handling, in the eight of the region, where applicable.

(h) Field Clerk

Performs general clerical duties, such as maintaining site filing, data entry, and cost tracking. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the RCMS computer software. Prepares contractor daily cost reports and coordinates the acquisition of and picks up and delivers to the site materials and supplies. Assists with on-site procurement and subcontracting issues. Assists in the packaging and dispatch of samples.

(i) Lab Technician

Assists the chemist in the sampling and analysis of soil, air, water and other solids liquids to determine the concentrations of hazardous substances present at a response site. Performs air monitoring activities. Assists the site safety officer in safety meetings.

(j) Geologist

Bachelor of Science degree in geological sciences, or other EPA approved discipline from an accredited college or university. Applies field geology and/or hydro-geology principles to analyze and solve hazardous substance problems, including soil contamination, ground water contamination, off-site migration of contaminants, and drinking water contamination. Prepares sampling plans and written technical reports.

**EXHIBIT C****Personal Protective Equipment Types by Levels**

Personal Protection Equipment requirements are determined by the NIOSH/OSHA USGS/and the EPA Occupational-Safety and Health Guidance Manual for Hazardous Waste Site Activities issued in October 1985. Additional Guidance is given in EPA Standard Operating Safety Guides, Publication 9285.1-03, dated June 1992. These guidance documents, or their updated versions, will be the final determination for personal protection guidance in this contract. All equipment associated with a particular level of protection, or modified level of protection, is to be supplied by the contractor for each site. Details of the appropriate level of protection will be covered in the HASP.

In an explosive atmosphere, intrinsically safe equipment is a requirement. Optional equipment must be available, depending upon site exigencies.

**LEVEL A**

- Pressure-demand, 4500 psi self contained breathing apparatus (MSHA/NIOSH approved)
- Fully encapsulating chemical-resistant suit Coveralls\*
- Underwear, long cotton underwear\*
- Gloves (outer), chemical-resistant
- Gloves (inner), chemical-resistant
- Boots, chemical-resistant, steel toe and shank. (Depending on suit boot, worn over or under suit boot)
- Hard hat (under suit)
- 2-way radio communications (intrinsically safe)
- Disposable protective suit, disposable gloves and disposable boots\* (Worn Fully encapsulating suit)

**LEVEL B**

- Pressure-demand, self-contained breathing apparatus (MSHA/NIOSH approved)
- Chemical-resistant clothing (overalls and long sleeve jacket; coveralls; hooded, one or two-piece chemical-splash suit, disposable chemical-resistant)
- Gloves (Outer) chemical-resistant
- Gloves (Inner) chemical-resistant
- Boots (Outer) chemical-resistant, steel toe and shank Boots (outer) chemical-resistant (disposable)\*
- Hard hat (face shield\*)
- 2-way radio communication (intrinsically safe)\

### LEVEL C

- Full-face, air purifying respirator (MSHA/NIOSH) approved
- Chemical-resistant clothing (one piece coverall; hooded, two-piece
- chemical-splash suit, chemical-resistant hood and apron; disposable
- chemical-resistant coveralls)
- Gloves (Outer) chemical-resistant
- Gloves (Inner) chemical-resistant (disposable)
- Boots, chemical-resistant steel toe and shank
- Boots (outer) chemical-resistant disposable\*
- Hard hat (face shield\*)
- Escape mask\*
- 2-way radio communication (intrinsically safe)

### LEVEL D

- Coveralls
- Gloves
- Boots/shoes, safety or chemical-resistant steel toe and shank
- Boots (Outer) chemical-resistant disposable\*
- Safety Glasses or chemical-splash goggles\*
- Hard hat (face shield)\*
- Escape mask\*

\*Optional at the discretion of the OSC.

## EXHIBIT D

**Minimum ICS Qualifications for All Personnel**

The National Incident Management System (NIMS), as developed and administered by the Department of Homeland Security, provides the template on which the National Response Plan (NRP) was built. To be compliant with the NIMS requirements, non-government first responder personnel and disaster workers are required to take NIMS, NRP, and ICS training. Further information and guidance documents may be found on FEMA's webpage: [www.fema.gov/emergency/nims](http://www.fema.gov/emergency/nims).

The following NIMS training courses are required of ERRS personnel in performing responses.

<b>RESPONSE ROLE</b>	<b>REQUIRED TRAINING</b>	<b>ERRS PERSONNEL</b>
Entry level first responders and disaster workers	FEMA IS-700: NIMS, An Introduction  ICS-100: Introduction to ICS or equivalent  ICS-200: Basic ICS or equivalent	All Field Workers, Technical Specialists (e.g., Field Chemists)
First line supervisors, single resource leaders, field supervisors and other emergency management and response personnel	FEMA IS-700: NIMS, An Introduction  FEMA IS-800: NRP  ICS-100: Introduction to ICS or equivalent  ICS-200: Basic ICS or equivalent  ICS-300: Intermediate ICS or equivalent	Technical Specialists (e.g., Field Chemists), Foreman, Field Cost Accountants

<p>Middle Management, including strike team leaders, unit leaders, division/group supervisors, branch directors, and multiagency coordination</p>	<p>FEMA IS-700-800: NIMS, and Introduction, and NRP</p> <p>ICS-100: Introduction to ICS or equivalent</p> <p>ICS-200: Basic ICS or equivalent</p> <p>ICS -300: Intermediate ICS or equivalent</p> <p>ICS-400: Advanced ICS or equivalent</p>	<p>Response Managers, Senior Foreman, Transportation &amp; Disposal Coordinator, Program Managers</p>
<p>System/EOC Staff</p>	<p>ICS-339: Division and Group Supervisors Training</p>	<p>Response Managers and Program Managers</p>

All ERRS staff proposed for response and disaster work shall comply with the above training requirements within the first three months after contract award.

## EXHIBIT E

**Level A Response Capabilities**

The contractor shall maintain Level A emergency response capabilities that meet the requirements of this section. EPA intends to utilize these capabilities to respond to incidents that require Level A personnel protective equipment (PPE). Level A emergency responses may involve industrial chemicals and/or incidents involving materials associated with terrorist activities, including the following:

- Biological warfare agents
- Radiological/nuclear materials
- Other industrial chemicals and biological agents that might be used as weapons
- Chemical warfare agents (i.e. nerve agents, blister agents, blood agents, choking agents)

The contractor shall have the ability to perform the following tasks in Level A PPE:

- Assess site conditions and provide recommendations for mitigation of site Hazards
- Air monitoring for health and safety
- Sampling operations
- Physical operations to stabilize site conditions such as close valves (including cylinders), plus or over-pack leaking/damaged containers, transfer liquid hazardous materials into secure containers or provide other containment as necessary to stop or prevent the release of hazardous materials)

The contractor shall be able to conduct Level A entries independently and jointly with qualified EPA personnel, other EPA contractors, other federal, state and local agencies, and any agents of EPA.

The contractor may be tasked to participate in tactical exercises with the EPA in order to develop a working team relationship. Exercises may include the use of contractor and government provided equipment.

## EXHIBIT E

**Personnel Background Checks/Drug Screening Levels**

The contractor shall provide qualified personnel that meet the background check and drug screening requirements established below. The EPA has established 2 levels of criteria. Level 1 contains background check criterion that applies to all contractor employees working at a response site. Level 2 contains background check criteria and drug screening requirements that apply to all contract employees working at sites that are designated by EPA as “Sensitive Sites.” Examples of such sites include those that involve law enforcement activities, apparent or suspected terrorist activities, any indoor cleanups (including private residences), drug lab cleanups, and response actions at geographically sensitive locations such as military installations and government buildings. The Contracting Officer or On-Scene Coordinator will notify the Contractor whenever EPA designates a response site as a sensitive site. The designation will be provided to the Contractor in the TO or verbally, as the situation warrants. If a background check has been performed within one (1) year prior to the requirement for the background check, the contractor need not conduct another background check.

**A. LEVEL 1 – EPA Background Check Criteria:**

Can be a non- U.S. citizen with a valid visa, and no convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, Intelligence or counter intelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.

- No weapons offense in the last five (5) years,
- No felony conviction in the last three (3) years,
- Not a fugitive from justice,
- Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: [www.epls.gov](http://www.epls.gov)

**B. LEVEL 2 – EPA Background Check Criteria for Sensitive Sites:**

Must be a U.S. citizen, with no convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counterintelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.

- No weapons offense in the last ten (10) years,

- No felony conviction in the last seven (7) years,
- No misdemeanor conviction in the last five (5) years,
- No convictions for three (3) separate offenses in the last ten (10) years(excluding traffic offenses),
- Not a fugitive from justice,
- Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: [www.epls.gov](http://www.epls.gov)

### C. DRUG-SCREENING AT SENSITIVE SITES

Contractor employees working at designated Sensitive Sites” must pass, within the previous 90 calendar days, a drug test for the presence of marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) in conformance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs first published by the Department of Health and Human Services in the Federal Register on April 11, 1988 (53 FR 11979, and revised on June 9, 1994 (59 FR 29908), on November 13, 1998 (63 FR 63483), and on April 13, 2004 (69 FR 196440); and Procedures for Transportation Drug Testing Programs, 49 CFR Part 40. References to “DOT” shall read, as “EPA” and the split sample method of collection shall be used.

The requirements in Level 1 or 2 may be waived by the Contracting Officers, on a case-by-case basis, at a specific location, or for a specific individual. If the results of an employee’s background check or drug screening do not meet the criteria in either level 1 or 2, as required, the Contractor may apply for a waiver. To initiate the waiver process, the contractor must submit, in writing, the background report or drug test on the employee and an explanation of the need for the employee for approval by the Agency before the employee performs contract services for EPA. The Contracting Officer will notify the contractor of the Agency decision within five (5) days of receipt of the contractor’s request for a waiver. The contractor shall submit its request to the Director, Superfund/RCRA Regional Procurement Operations Division.





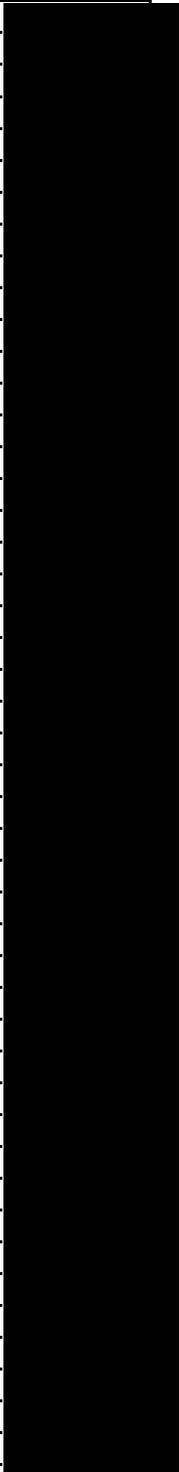
**BASE PERIOD - YEARS 1 & 2 OF CONTRACT**

CLIN 001 Regular Hours		
Personnel Description		Fixed Hourly Rates
Program Manager		\$
Response Manager		\$
Level I		\$
Level II		\$
Foreman		\$
Truck Driver		\$
Equipment Operator		\$
PAS		\$
Cleanup Tech		\$
Chemist		\$
IH/Health and Safety		\$
T&D Coordinator		\$
Laborer		\$
Subcontract Support		\$

CLIN 001 Overtime Hours		
Personnel Description		Fixed Hourly Rates
Program Manager		
Response Manager		
Level I		
Level II		
Foreman		
Truck Driver		
Equipment Operator		
PAS		
Cleanup Tech		
Chemist		
IH/Health and Safety		
T&D Coordinator		
Laborer		
Subcontract Support		

**BASE PERIOD - YEARS 1 & 2 OF CONTRACT**

CLIN 002		
RCMS #	Item Description	Fixed Daily Rates
01-120-001	Truck-Boom-<6 tons	
01-168-018	Truck-Dump-Articulated - 25 ton	
01-160-015	Truck-Dump-15 yds<20 yds	
01-230-075	Truck-Pickup-2 wheel drive-3/4 tons	
01-235-075	Truck-Pickup-4 wheel drive-3/4 tons	
01-285-001	Truck-Stakebed/Flatbed-<6 ft.	
01-140-010	Truck-Car-Passenger	
01-160-005	Truck-Dump-5yds <10yds	
01-160-010	Truck-Dump-10yds <15yds	
01-230-050	Truck-Pickup-1/2 ton	
01-235-050	Truck-Pickup 4 wheel drive-1/2 ton	
01-285-001	Truck-Stake/Flatbed/Liftga-0 < 6 ft	
01-285-006	Truck-Stake/Flatbed/Liftga-6 < 12 ft	
01-290-040	Truck-SUV-4 wheel drive	
01-350-020	Truck-Water-2K <3K gallons	
01-350-040	Truck-Water-4K <5K gallons	
02-140-006	Trailer-Lowboy/Eqp-6 <10 tons	
02-150-020	Trailer-Office-20 < 25 ft	
02-160-020	Trailer-Storage/Box-20 <25 ft	
02-183-200	Trailer-Vacuum HEPA-<200 HP	
03-120-036	Heavy Equipment-Bulldozer-36K<43K	
03-120-066	Heavy Equipment-Bulldozer-66K<85K	
03-160-026	Heavy Equipment-Excavator-26K<32K	
03-160-043	Heavy Equipment-Excavator-43K<45K	
03-160-080	Heavy Equipment-Excavator-80K<90K	
03-210-026	Heavy Equipment-Loader/Wheel-26K<30K	
03-250-001	Heavy Equipment-Skid Steer-Loaders<6K	
03-160-Z10	Heavy Equipment-Excavator-Attach-Compact Wheel	
03-160-Z40	Heavy Equipment-Excavator-Attach-Trencher	
03-255-080	Heavy Equipment-Skid Steer-Loaders-8K <10K	
03-255-Z20	Heavy Equipment-Skid Steer-Ldr Multi-Attach Forks	
07-215-200	Field Equipment-Compressor/Air-> 200 -< 300 CFM	
07-210-040	Field Equipment-Compactor-Roller	
07-300-020	Field Equipment-Generator-20<25 KW	
07-320-010	Field Equipment-Heating Unit-	
07-380-010	Field Equipment-Field Equipment-Laser Level	
07-645-010	Field Equipment-Welder-Fusion Pipe	
07-160-005	Field Equipment-Boat/Motor/Trailer-12-16 ft <25HP	
07-300-025	Field Equipment-Generator-25 < 30 KW	
07-410-060	Field Equipment-Manlift Boom->= 60 FT	
08-245-002	Pump-Trash/Sludge Gasoline-2 inch	
08-110-020	Pump-Acid-2 inch	
08-130-002	Pump-Centrifugal Gasoline-2 in	
08-245-003	Pump-Trash/Sludge Gasolin-3 in	
09-005-005	Boom Harbour 6-12 in skirt/per 100 Ft Length	
09-015-005	Oil-Skimmer-Drum 10-20 bbls/hr	



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**BASE PERIOD - YEARS 1 & 2 OF CONTRACT**

CLIN	Description	G&A*
1	Personnel	
2	Equipment	
3	Transportation & Disposal (T&D)	
4	Travel	
5	Subcontracts and Other ODC (includes materials)	

\*Only one G&A rate allowed

**OPTION PERIOD 1 - YEARS 3 & 4 OF CONTRACT**

CLIN 001 Regular Hours		
Personnel Description		Fixed Hourly Rates
Program Manager		\$
Response Manager		\$
Level I		\$
Level II		\$
Foreman		\$
Truck Driver		\$
Equipment Operator		\$
PAS		\$
Cleanup Tech		\$
Chemist		\$
IH/Health and Safety		\$
T&D Coordinator		\$
Laborer		\$
Subcontract Support		\$

CLIN 001 Overtime Hours		
Personnel Description		Fixed Hourly Rates
Program Manager		\$
Response Manager		
Level I		\$
Level II		\$
Foreman		\$
Truck Driver		\$
Equipment Operator		\$
PAS		\$
Cleanup Tech		\$
Chemist		\$
IH/Health and Safety		\$
T&D Coordinator		\$
Laborer		\$
Subcontract Support		\$

**OPTION PERIOD 1 - YEARS 3 & 4 OF CONTRACT**

CLIN 002		
RCMS #	Item Description	Fixed Daily Rates
01-120-001	Truck-Boom-<6 tons	
01-168-018	Truck-Dump-Articulated - 25 ton	
01-160-015	Truck-Dump-15 yds<20 yds	
01-230-075	Truck-Pickup-2 wheel drive-3/4 tons	
01-235-075	Truck-Pickup-4 wheel drive-3/4 tons	
01-285-001	Truck-Stakebed/Flatbed-<6 ft.	
01-140-010	Truck-Car-Passenger	
01-160-005	Truck-Dump-5yds <10yds	
01-160-010	Truck-Dump-10yds <15yds	
01-230-050	Truck-Pickup-1/2 ton	
01-235-050	Truck-Pickup 4 wheel drive-1/2 ton	
01-285-001	Truck-Stake/Flatbed/Liftga-0 < 6 ft	
01-285-006	Truck-Stake/Flatbed/Liftga-6 < 12 ft	
01-290-040	Truck-SUV-4 wheel drive	
01-350-020	Truck-Water-2K <3K gallons	
01-350-040	Truck-Water-4K <5K gallons	
02-140-006	Trailer-Lowboy/Eqp-6 <10 tons	
02-150-020	Trailer-Office-20 < 25 ft	
02-160-020	Trailer-Storage/Box-20 <25 ft	
02-183-200	Trailer-Vacuum HEPA-<200 HP	
03-120-036	Heavy Equipment-Bulldozer-36K<43K	
03-120-066	Heavy Equipment-Bulldozer-66K<85K	
03-160-026	Heavy Equipment-Excavator-26K<32K	
03-160-043	Heavy Equipment-Excavator-43K<45K	
03-160-080	Heavy Equipment-Excavator-80K<90K	
03-210-026	Heavy Equipment-Loader/Wheel-26K<30K	
03-250-001	Heavy Equipment-Skid Steer-Loaders<6K	
03-160-Z10	Heavy Equipment-Excavator-Attach-Compact Wheel	
03-160-Z40	Heavy Equipment-Excavator-Attach-Trencher	
03-255-080	Heavy Equipment-Skid Steer-Loaders-8K <10K	
03-255-Z20	Heavy Equipment-Skid Steer-Ldr Multi-Attach Forks	
07-215-200	Field Equipment-Compressor/Air-> 200 -< 300 CFM	
07-210-040	Field Equipment-Compactor-Roller	
07-300-020	Field Equipment-Generator-20<25 KW	
07-320-010	Field Equipment-Heating Unit-	
07-380-010	Field Equipment-Field Equipment-Laser Level	
07-645-010	Field Equipment-Welder-Fusion Pipe	
07-160-005	Field Equipment-Boat/Motor/Trailer-12-16 ft <25HP	
07-300-025	Field Equipment-Generator-25 < 30 KW	
07-410-060	Field Equipment-Manlift Boom->= 60 FT	
08-245-002	Pump-Trash/Sludge Gasoline-2 inch	
08-110-020	Pump-Acid-2 inch	
08-130-002	Pump-Centrifugal Gasoline-2 in	
08-245-003	Pump-Trash/Sludge Gasolin-3 in	
09-005-005	Boom Harbour 6-12 in skirt/per 100 Ft Length	
09-015-005	Oil-Skimmer-Drum 10-20 bbls/hr	

**OPTION PERIOD 1 - YEARS 3 & 4 OF CONTRACT**

CLIN	Description	G&A*
1	Personnel	
2	Equipment	
3	Transportation & Disposal (T&D)	
4	Travel	
5	Subcontracts and Other ODC (includes materials)	

\*Only one G&A rate allowed

**OPTION PERIOD 2 - YEARS 5 & 6 OF CONTRACT**

CLIN 001 Regular Hours		
Personnel Description		Fixed Hourly Rates
Program Manager		\$
Response Manager		\$
Level I		\$
Level II		\$
Foreman		\$
Truck Driver		\$
Equipment Operator		\$
PAS		\$
Cleanup Tech		\$
Chemist		\$
IH/Health and Safety		\$
T&D Coordinator		\$
Laborer		\$
Subcontract Support		\$

CLIN 001 Overtime Hours		
Personnel Description		Fixed Hourly Rates
Program Manager		\$
Response Manager		\$
Level I		\$
Level II		\$
Foreman		\$
Truck Driver		\$
Equipment Operator		\$
PAS		\$
Cleanup Tech		\$
Chemist		\$
IH/Health and Safety		\$
T&D Coordinator		\$
Laborer		\$
Subcontract Support		\$

**OPTION PERIOD 2 - YEARS 5 & 6 OF CONTRACT**

CLIN 002		
RCMS #	Item Description	Fixed Daily Rates
01-120-001	Truck-Boom-<6 tons	
01-168-018	Truck-Dump-Articulated - 25 ton	
01-160-015	Truck-Dump-15 yds<20 yds	
01-230-075	Truck-Pickup-2 wheel drive-3/4 tons	
01-235-075	Truck-Pickup-4 wheel drive-3/4 tons	
01-285-001	Truck-Stakebed/Flatbed-<6 ft.	
01-140-010	Truck-Car-Passenger	
01-160-005	Truck-Dump-5yds <10yds	
01-160-010	Truck-Dump-10yds <15yds	
01-230-050	Truck-Pickup-1/2 ton	
01-235-050	Truck-Pickup 4 wheel drive-1/2 ton	
01-285-001	Truck-Stake/Flatbed/Liftga-0 < 6 ft	
01-285-006	Truck-Stake/Flatbed/Liftga-6 < 12 ft	
01-290-040	Truck-SUV-4 wheel drive	
01-350-020	Truck-Water-2K <3K gallons	
01-350-040	Truck-Water-4K <5K gallons	
02-140-006	Trailer-Lowboy/Eqp-6 <10 tons	
02-150-020	Trailer-Office-20 < 25 ft	
02-160-020	Trailer-Storage/Box-20 <25 ft	
02-183-200	Trailer-Vacuum HEPA-<200 HP	
03-120-036	Heavy Equipment-Bulldozer-36K<43K	
03-120-066	Heavy Equipment-Bulldozer-66K<85K	
03-160-026	Heavy Equipment-Excavator-26K<32K	
03-160-043	Heavy Equipment-Excavator-43K<45K	
03-160-080	Heavy Equipment-Excavator-80K<90K	
03-210-026	Heavy Equipment-Loader/Wheel-26K<30K	
03-250-001	Heavy Equipment-Skid Steer-Loaders<6K	
03-160-Z10	Heavy Equipment-Excavator-Attach-Compact Wheel	
03-160-Z40	Heavy Equipment-Excavator-Attach-Trencher	
03-255-080	Heavy Equipment-Skid Steer-Loaders-8K <10K	
03-255-Z20	Heavy Equipment-Skid Steer-Ldr Multi-Attach Forks	
07-215-200	Field Equipment-Compressor/Air-> 200 -< 300 CFM	
07-210-040	Field Equipment-Compactor-Roller	
07-300-020	Field Equipment-Generator-20<25 KW	
07-320-010	Field Equipment-Heating Unit-	
07-380-010	Field Equipment-Field Equipment-Laser Level	
07-645-010	Field Equipment-Welder-Fusion Pipe	
07-160-005	Field Equipment-Boat/Motor/Trailer-12-16 ft <25HP	
07-300-025	Field Equipment-Generator-25 < 30 KW	
07-410-060	Field Equipment-Manlift Boom->= 60 FT	
08-245-002	Pump-Trash/Sludge Gasoline-2 inch	
08-110-020	Pump-Acid-2 inch	
08-130-002	Pump-Centrifugal Gasoline-2 in	
08-245-003	Pump-Trash/Sludge Gasolin-3 in	
09-005-005	Boom Harbour 6-12 in skirt/per 100 Ft Length	
09-015-005	Oil-Skimmer-Drum 10-20 bbls/hr	



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CLIN	Description	G&A*
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**OPTION PERIOD 2 - YEARS 5 & 6 OF CONTRACT**

1	Personnel		
2	Equipment		
3	Transportation & Disposal (T&D)		
4	Travel		
5	Subcontracts and Other ODC (includes materials)		

\*Only one G&A rate allowed

**OPTION PERIOD 3 - YEAR 7 OF CONTRACT**

CLIN 001 Regular Hours		
Personnel Description		Fixed Hourly Rates
Program Manager		\$
Response Manager		\$
Level I		\$
Level II		\$
Foreman		\$
Truck Driver		\$
Equipment Operator		\$
PAS		\$
Cleanup Tech		\$
Chemist		\$
IH/Health and Safety		\$
T&D Coordinator		\$
Laborer		\$
Subcontract Support		\$

CLIN 001 Overtime Hours		
Personnel Description		Fixed Hourly Rates
Program Manager		\$
Response Manager		\$
Level I		\$
Level II		\$
Foreman		\$
Truck Driver		\$
Equipment Operator		\$
PAS		\$
Cleanup Tech		\$
Chemist		\$
IH/Health and Safety		\$
T&D Coordinator		\$
Laborer		\$
Subcontract Support		\$

**OPTION PERIOD 3 - YEAR 7 OF CONTRACT**

CLIN 002		
RCMS #	Item Description	Fixed Daily Rates
01-120-001	Truck-Boom-<6 tons	
01-168-018	Truck-Dump-Articulated - 25 ton	
01-160-015	Truck-Dump-15 yds<20 yds	
01-230-075	Truck-Pickup-2 wheel drive-3/4 tons	
01-235-075	Truck-Pickup-4 wheel drive-3/4 tons	
01-285-001	Truck-Stakebed/Flatbed-<6 ft.	
01-140-010	Truck-Car-Passenger	
01-160-005	Truck-Dump-5yds <10yds	
01-160-010	Truck-Dump-10yds <15yds	
01-230-050	Truck-Pickup-1/2 ton	
01-235-050	Truck-Pickup 4 wheel drive-1/2 ton	
01-285-001	Truck-Stake/Flatbed/Liftga-0 < 6 ft	
01-285-006	Truck-Stake/Flatbed/Liftga-6 < 12 ft	
01-290-040	Truck-SUV-4 wheel drive	
01-350-020	Truck-Water-2K <3K gallons	
01-350-040	Truck-Water-4K <5K gallons	
02-140-006	Trailer-Lowboy/Eqp-6 <10 tons	
02-150-020	Trailer-Office-20 < 25 ft	
02-160-020	Trailer-Storage/Box-20 <25 ft	
02-183-200	Trailer-Vacuum HEPA-<200 HP	
03-120-036	Heavy Equipment-Bulldozer-36K<43K	
03-120-066	Heavy Equipment-Bulldozer-66K<85K	
03-160-026	Heavy Equipment-Excavator-26K<32K	
03-160-043	Heavy Equipment-Excavator-43K<45K	
03-160-080	Heavy Equipment-Excavator-80K<90K	
03-210-026	Heavy Equipment-Loader/Wheel-26K<30K	
03-250-001	Heavy Equipment-Skid Steer-Loaders<6K	
03-160-Z10	Heavy Equipment-Excavator-Attach-Compact Wheel	
03-160-Z40	Heavy Equipment-Excavator-Attach-Trencher	
03-255-080	Heavy Equipment-Skid Steer-Loaders-8K <10K	
03-255-Z20	Heavy Equipment-Skid Steer-Ldr Multi-Attach Forks	
07-215-200	Field Equipment-Compressor/Air-> 200 -< 300 CFM	
07-210-040	Field Equipment-Compactor-Roller	
07-300-020	Field Equipment-Generator-20<25 KW	
07-320-010	Field Equipment-Heating Unit-	
07-380-010	Field Equipment-Field Equipment-Laser Level	
07-645-010	Field Equipment-Welder-Fusion Pipe	
07-160-005	Field Equipment-Boat/Motor/Trailer-12-16 ft <25HP	
07-300-025	Field Equipment-Generator-25 < 30 KW	
07-410-060	Field Equipment-Manlift Boom->= 60 FT	
08-245-002	Pump-Trash/Sludge Gasoline-2 inch	
08-110-020	Pump-Acid-2 inch	
08-130-002	Pump-Centrifugal Gasoline-2 in	
08-245-003	Pump-Trash/Sludge Gasolin-3 in	
09-005-005	Boom Harbour 6-12 in skirt/per 100 Ft Length	
09-015-005	Oil-Skimmer-Drum 10-20 bbls/hr	



TOTAL CLIN 002	
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CLIN	Description	G&A*
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**OPTION PERIOD 3 - YEAR 7 OF CONTRACT**

1	Personnel		
2	Equipment		
3	Transportation & Disposal (T&D)		
4	Travel		
5	Subcontracts and Other ODC (includes materials)		

\*Only one G&A rate allowed

**Attachment 3**  
**Davis-Bacon Act Worksheet**

DBA COMPENSATION WORKSHEET

Task Order No.: \_\_\_\_\_ Site Name: \_\_\_\_\_

- 1. DBA General Decision Number:  
State:  
County or Subdivision:
  
- 2. DBA Labor Category:  
Identification No. & Date:
  
- 3. DBA compensation Requirements (on a per hour basis)  
Wage Rate: \$ \_\_\_\_\_  
Fringe Benefits  
    Stated as a Flat \$ Amount: \$ \_\_\_\_\_  
    Stated as a % of Wage Rate (A): \$ \_\_\_\_\_  
    \$ Equivalent of Days Off (8): \$ \_\_\_\_\_  
Total DBA Required Compensation: \$ \_\_\_\_\_
  
- 4. Corresponding Personnel CLIN Description:  
Applicable Loaded Fixed Hourly Rate (LFHR):  
Contract Schedule Year (Base, 1, 2nd Option):
  
- 5. Raw Wage Component of LFHR (C): \$ \_\_\_\_\_  
Fringe Benefit Component of LFHR (C): \$ \_\_\_\_\_  
Total Compensation Component of LFHR: \$ \_\_\_\_\_
  
- 6. DBA Compensation (from 3 above): \$ \_\_\_\_\_  
Less LFHR Compensation (from 5 above): \$ \_\_\_\_\_  
Differential (enter 0 if 0 or negative): \$ \_\_\_\_\_
  
- 7. Adjustment to the LFHR:  
Unadjusted LFHR (from 4 above): \$ \_\_\_\_\_  
Positive Differential (from 6 above): \$ \_\_\_\_\_  
10% of Positive Differential (D): \$ \_\_\_\_\_  
Adjusted LFHR: \$ \_\_\_\_\_
  
- 8. Enter the Adjusted LFHR into the RCMS for application to construction type labor performed at this site.

9. Notes:

(A) Fringe Benefits are sometimes stated as both a flat \$ amount and a % of the DBA wage rate, for example:

Wage Rate = \$10.00 per hour, Fringe = \$1.50 + 5%. The stated flat amount is \$1.50 per hour, and the stated % amounts to  $.05 \times \$10.00 = \$0.50$  per hour.

(B) Fringe Benefits sometime include days off, such as Holidays and Vacation days. Vacation days usually vary with years of service. Use the higher tier in a two tier system, or the second tier (upward progression) in a three or more tier system (unless it is known that a specific tier applies). These days off are converted to a \$ equivalent as follows:

- a. Example: 10 Holidays, and 2nd tier Vacation of two weeks after three years
- b. Total Days Off: 20 days @ 8 hours/day = 160 hours
- c. Annual \$ Value of Days Off = 160 x DBA Hourly Wage (use \$10.00 from 1st Note) Annual \$ Value = 160 x \$10.00 = \$1600.00
- d. Hours per year: 52 weeks x 40 hours/week = 2080 hours
- e. \$ Equivalent of Days Off = Annual \$ Value/hours per year -
- f.  $\$1600.00/2080 = \$0.77$  per hr

(C) For any personnel CLIN for which raw wage and fringe benefit components are not cited in the schedule, the contractor shall provide a normalized raw wage and normalized fringe benefit amount based on actual "non- DBA" raw wages and fringe benefit amounts of the affected employees. These normalized amounts will then be entered in Step 5 and be compared to the DBA required compensation in Step 6. For example, if the LFHR is \$20.00, and three employees are being utilized at the site for DBA work covered by this CLIN, and their actual raw wages are \$9.50, \$10.00, and \$10.50 per hour; the normalized raw wage would be \$10.00 per hour and be entered in Step 5. Similarly, if their actual fringe benefits were \$1.50., \$2.00, and \$2.50 per hour, the normalized amount of \$2.00 would be entered in Step 5.

(D) The adjustment includes 10% of the positive differential to compensate the contractor for additional payroll taxes and unemployment premiums required on the differential, which is additional raw wage.

**Attachment 4**  
**Department of Labor Wage Determinations**

**WD 96-0233 (Rev.-30)**

WD 96-0223 (Rev.-30) was first posted on www.wdol.gov on 06/19/2012

Hazardous Waste Pickup/Disposal Services

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS  
UNDER THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR EMPLOYMENT  
STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Diane C. Koplewski  
Director  
Division of Wage Determinations

Wage Determination No: 1996-0223  
Revision No: 30  
Date of Revision: 06/13/2012

NATIONWIDE: Applicable in the continental U.S. and Hawaii

Regions are defined as follows:

MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri,  
Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;

NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey,  
New York, Pennsylvania, Rhode Island, and Vermont;

SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida,  
Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma,  
South Carolina, Tennessee, Texas, Virginia, and West Virginia;

WEST REGION: Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New  
Mexico, Oregon, Utah, Washington, and Wyoming.

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

Employed on contracts for removal of oil spills, hazardous waste materials and  
related cleanup services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
23440 - Heavy Equipment Operator		
MIDWEST REGION		28.56
NORTHEAST REGION		27.13
SOUTH REGION		24.88
WEST REGION		28.01
23470 - Laborer		
MIDWEST REGION		16.07
NORTHEAST REGION		16.46
SOUTH REGION		12.54
WEST REGION		14.35

30090 - Environmental Technician	
MIDWEST REGION	25.42
NORTHEAST REGION	27.06
SOUTH REGION	24.10
WEST REGION	25.58
31010 - Airplane Pilot	27.51
31361 - Truckdriver, Light	
MIDWEST REGION	14.49
NORTHEAST REGION	18.18
SOUTH REGION	11.78
WEST REGION	12.26
31362 - Truckdriver, Medium	
MIDWEST REGION	23.37
NORTHEAST REGION	23.41
SOUTH REGION	19.88
WEST REGION	21.95
31363 - Truckdriver, Heavy	
MIDWEST REGION	24.49
NORTHEAST REGION	24.59
SOUTH REGION	20.83
WEST REGION	23.04

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.50 per hour, or \$60.00 per week, or \$260.00 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.71 per hour.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits

paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

#### REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

##### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the

Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**Attachment 5**  
**Routine Equipment List**

## **List of Routine Supplies to be Included in Contractor's Overhead Rate**

- Cascade System for Breathing Air (the breathing air is an incidental to cascade system for breathing air and its cost is a contractor responsibility)
- SCBAS, including face-mask and bottle
- Air Purifying Respirator
- Hard Hat, Safety Glasses, Ear Plugs
- Oil, Grease, Filters, etc. necessary for operation of equipment
- Maintenance/Service Vehicle or Trailer
- Hand Tools (hammers, wrenches, levels, etc., including sparking; Drum/Barrel Cart, Pallet Jack, Wheel Barrow)
- Sampling Tools (stainless steel pails, pans, trowels, drum thieves, calawasi tubes, etc.)
- Sampling Supplies (bottles, jars, preservatives, labels, chain-of-custody forms/labels, decontamination agents, etc.)
- Field tools (shovels, brooms, axes, spades, etc.)
- Field Chemistry Supplies (pH and other indicator papers, test tubes, vials, flasks, cotton swabs, propane torches, etc.)
- Emergency Egress System
- Drum/Barrel Punch for sampling and/or emptying drums
- Welding Stand, including torch, protective gear, and supplies
- Cutting Torch and protective gear
- Portable Eye Wash
- Saws; Hand or Electrical (chain, cut, band, circular, etc.)
- Detergents (laundry soap, shampoo, personnel or equipment decontamination detergent, etc.)
- Metal Detector
- pH Meter, Conductivity Meter, ORP Meter, Thermometer
- Combustible Gas Indicator
- Oxygen Meter
- Organic Vapor Analyzer
- Trash Can, Trash bags
- Vacuum Cleaner
- Safety, Pump, for Colormetric Tubes
- Safety, Meter, Monitor, Explosion
- Safety, Meter, Monitor, Expl/Oxygen
- Safety, Meter, Monitor , HNu (PID)
- Safety, Meter, Monitor, OVA, (FID)
- Safety, Meter, Monitor, IRD
- Safety, Meter, Monitor, Oxygen
- Safety, Meter, Monitor, Radiation
- Safety, Meter, Mon, Aerosol (specify)
- Safety, Meter, Monitor, Cyanide
- Safety, Meter, Monitor, H2S
- Safety, Meter, Monitor, Merc Vapor

- Safety, Compressor, Breathing Air
- Safety, Sampler, Air/Personnel Pump
- Field Personnel Decontamination Station
- Hand Held Radios
- Telephone, plain paper facsimile machine, including telephone cord/jacks
- Computer, Printer with double-sided copy and paper feed, Modem
- Photocopy Machine
- Batteries, Flashlight,
- Ice, Drinking Water Cooler/Ice Chest and Electrolytic Fluid Replacements for Workers
- Tape (duct, strapping, electrical, warning, hazardous, etc.)
- Hoses, including suction/discharge hoses for pumps
- Hose Nozzle or Head, Sprinklers
- Chairs, Tables, Desks or other Furniture Extension Cords
- Office supplies (pens, pencils, grease, glass jar markers, drum markers, all other markers, paper, calculators, paper clips staplers, office tape, staple removals, stickers, labels, folders, notebooks, etc )
- Spray paint, survey stakes and other markers, etc.

Personal Protective Items as follow:

- Coveralls and Gloves (including chemical resistant)
  - Chemical Resistant Steel Toe and Shank Boots and disposable booties
  - Long Cotton or other Underwear
  - Fully Encapsulating Chemical Resistant Suit
  - Level A Suit
  - Escape Mask
  - Face Shield for Hard Hat
  - Nose Cup
  - Cooling Equipment for Protective Clothing
  - Examination gloves (latex, nitrile, inner gloves, etc.)
- Reflective Safety Vest

**Attachment 6**  
**Invoice Preparation Instructions**

## INVOICE PREPARATION INSTRUCTIONS

### **SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the Contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the Contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the Contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page of Standard Form 1035." Type "COST"

REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS**  
**SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the Contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the Contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

## SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's

accounting system.

### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. **NOTE:** All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.

- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### **FINAL VOUCHER AND CLOSING DOCUMENTS**

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

#### **OIL TRUST FUND RESPONSE SITES**

This section applies only to Oil Trust Fund response sites.

The Contractor shall prepare monthly one (1) additional copy of its invoice and supporting documentation in accordance with EPAAR 1552.232-70 - SUBMISSION OF INVOICES, and INVOICE PREPARATION INSTRUCTIONS (Form SF 1034 and SF 1045) of the contract. Supporting documentation shall include the following:

**Direct Labor (Fixed Rate)** - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice;

**Direct Labor (Cost Reimbursable)** - identify the number of hours, to include employee names, labor categories and the total loaded direct labor hours billed for the period in the invoice.

**Indirect Cost Rates (Cost Reimbursable)** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - identify the major cost elements for each subcontract;

**Other Direct Costs** - when the cost for an individual item (e.g., photocopying, material and supplies, telephone usage) exceeds the amount established in your contract (see invoice preparation instructions), provide a detailed explanation and copies of receipt;

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed;

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed;

**Travel** - when travel costs exceed the amount established in your contract (see invoice preparation instructions), identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel;

**Form 1900-55 (RCMS) - Contractor Report** (if Applicable);

**Monthly Contractor Report;** (if Applicable);

**Technical Direction Document** (if Applicable)

**Contractor is responsible for and shall clearly mark all information on invoices, receipts, or any other supporting documentation that it considers to be Confidential Business Information (CBI). NOTE: Highlighting or boxing are an acceptable practice of clearly marking. Watermarks are unacceptable.** Contractor shall submit all clearly marked information/documentation either electronically or by US Mail to the Cincinnati Finance Center:

Electronically: (b) (6) @epamail.epa.gov

Mail (US Mail or Overnight): **U.S. Environmental Protection Agency  
Attn: Accounts Receivable Branch, OIL TEAM  
26 West Martin Luther King Drive, MS-NWD2  
Cincinnati, Ohio 45268**

**Attachment 7 –  
Environmentally Preferable Practices**

## ENVIRONMENTALLY PREFERABLE PRACTICES

1. Guidance on “green” buildings construction as well as operations and maintenance can be obtained at the following addresses: <http://www.epa.gov/greenbuilding/> and <http://www.wbdg.org>
2. Guidance on making both your business and your vehicle fleets “greener” can be obtained at the following address: <http://www.epa.gov/epp/pubs/products/fleets.htm>
3. Guidance on utilizing “green” accommodations while on travel status can be obtained at the following address: <http://www.epa.gov/epp/pubs/meet/greenmeetings.htm>
4. Guidance on planning “green” meetings can be obtained at the following address: <http://www.epa.gov/epp/pubs/meet/greenmeetings.htm>
5. Guidance on pollution prevention in the workplace can be obtained at the following address: <http://www.epa.gov/p2/pubs/industry.htm>
6. Guidance on improving the environmental performance of your business by developing an environmental management system can be obtained at the following address: [www.epa.gov/ems](http://www.epa.gov/ems)

Information on how to get public recognition for meeting your business’s EMS targets and having an exemplary EMS can be obtained at: [www.epa.gov/performancetrack/](http://www.epa.gov/performancetrack/)

7. Guidance on electronics procurement, reuse, and recycling can be obtained at the following addresses: <http://www.epa.gov/fec/> <http://www.epa.gov/epawaste/conservesmm/wastewise/index.htm> and <http://www.epa.gov/wastes/conservesrr/index.htm>
8. Guidance on doing Environmentally Preferable Purchasing can be reached at the following address: <http://www.epa.gov/epp/> and, more specifically, <http://www.epa.gov/epp/pubs/products/index.htm>

Guidance on complying with the “buy recycled” Comprehensive Procurements Guidelines or CPG for Federal Facilities and any entity (e.g. federal contractors) which uses Federal Funds to purchase the designated products can be found at [www.epa.gov/cpg](http://www.epa.gov/cpg). A list of products which must be purchased with recycled content in order to comply with the CPG, along with a list of product vendors can be found at this site as well.

9. Information on how to get technical assistance for and public recognition of your businesses’s efforts to reduce your energy use and waste generation can be obtained at the following addresses: <http://www.energystar.gov/> [www.epa.gov/wastewise](http://www.epa.gov/wastewise)

## PREPARING THE ANNUAL REPORT

For all of those items checked on the cover page of the report, please provide statistics and details on a separate page (not to exceed 10 pages total). For example, 500 hotel reservations were made over the past period of performance and a total of 300 of those reservations were made at four (4) hotels that are involved in environmentally conscious programs.

For all of those items not checked on the cover page, please provide a justification.

Please address any steps your company has taken in the last year to improve its environmental performance. For example, a recent membership in an environmentally conscious group, any environmental awards, etc.

The contractor shall use the following page as the cover page of their report.

ENVIRONMENTAL REPORT

\_\_\_\_\_ (contractor's name) has utilized environmentally preferable practices from 1 October \_\_\_\_ to 30 September \_\_\_\_ as follows (check all that apply):

\_\_\_\_\_ Utilized environmentally conscious hotels. Reservations at these hotels have been made after confirming that the hotel is involved in an environmentally-conscious program.

\_\_\_\_\_ Utilized methods to ensure the buildings are energy and water efficient and offer employees good indoor environmental quality.

\_\_\_\_\_ Utilized methods to ensure that office products/machines purchased for use under this contract are environmentally preferable. See EPA's Green Criteria for Office Supplies to see how we define "green" for various office supplies by going to <http://www.epa.gov/epp/pubs/products/offices.htm>, then clicking on EPA Overview, Green Office Supplies at EPA.

\_\_\_\_\_ Utilized methods to ensure that environmentally preferable products and services are procured.

\_\_\_\_\_ Utilized methods to "green" fleet acquisition and maintenance.

\_\_\_\_\_ Utilized methods to ensure that unusable computer equipment is recycled in an environmentally responsible manner.

\_\_\_\_\_ Utilized methods to reduce the amount of pollution emitted by the organization

\_\_\_\_\_ Other actions

\_\_\_\_\_ List all citations, warnings, judgements, fines issued by any Federal, State, or local authority for violations of any environmental law, regulation, ordinance, or code and briefly describe what action your company has taken or plans to take to come into compliance.