

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000040950		PAGE 1 OF 104	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP4500-16-R-0001	
6. SOLICITATION ISSUE DATE September 28, 2015		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Michelle Watson PWMPHW2		b. TELEPHONE NUMBER (No Collect calls) Phone: 269-961-5086	
8. OFFER DUE DATE/LOCAL TIME November 2, 2015 03:00 PM		9. ISSUED BY DLA DISPOSITION SERVICE - EBS DLA DISP SVCSS HAZ CONTRACT 74 NORTH WASHINGTON BATTLE CREEK MI 49037-3092 USA		CODE SP4500		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 562211 <input type="checkbox"/> 8 (A) SIZE STANDARD: 38500000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

Notes to Offerors

1. This contract is a firm-fixed price indefinite delivery/indefinite quantity (IDIQ) contract written as a performance based contract and allows the Contracting Officer to make monetary deductions and/or a negative mark on the Contractor's Past Performance when an Acceptable Performance Level (APL) is not met (see I.118 and APL attachment).
2. Pricing for containerized waste will largely be based upon container sizes and the assigned disposal profile, rather than pricing on a per pound basis.
3. Generators are responsible for ensuring their containerized wastes sent for disposal via this contract are in Department of Transportation (DoT) shippable packaging.
4. This contract is for various military and Government activities, which may encompass several states. Standard removal timeframe for all sites is 30 calendar days from the date of order issuance. The Contractor agrees that, for those portions of the services provided on a Government installation, the services will be provided during normal hours of operations for the installation, which are available, upon request, from the COR.
5. This contract requires the transportation and disposal or recycling of RCRA wastes, non-RCRA wastes, State-Regulated and Universal Wastes, Compressed Gas Cylinders, and Polychlorinated Biphenyls (PCBs).
6. Some CLINs ordered under this contract require the Contractor to provide Certificates of Destruction or Disposal (CD), e.g., certain Demilitarization items and PCB-related wastes. The Contractor is cautioned to closely read all CLIN descriptions where such requirements are indicated. Unless explicitly required and written into this contract, only those CLINs requiring CDs, as described in the Bid Schedule, will require that the Contractor provide a CD.
7. Publications and attachments applicable to this contract will be made available upon request. It should be noted that during the solicitation and life of this contract, the Government may make changes, additions, or deletions to those listed.

8. The Contractor is cautioned that some requirements for information and plans are required before start of work on this contract, i.e., Section 2.1.4.
9. The Contractor is cautioned that all tank cleaning CLINs will include the team leader, technician(s), and mobilization of all equipment used to perform these services. The Contractor should bid accordingly.
10. Within 14 calendar days of Award, the Contractor shall provide DLA Disposition Services with a list referencing all intended interim and final disposal/recycle facilities by EPA ID number (where applicable) for every base CLIN listed in the Bid Schedule of this contract, see Facility-CLIN Assignment Sheet. The purpose for this is to allow the Government to assign in DSS those facilities that will or might receive those CLINs for treatment, storage, and disposal. If this is not done, it is not possible to process Task Orders in DSS.
11. The email address for submission of offers, as per L.39, is Michelle.Watson@dla.mil.
12. All questions regarding this solicitation must be sent to the email above and must be received no later than October 19, 2015. Any questions submitted after this date may not be addressed.

Pick-up Point Locations

The contractor will be required to make pickups from the DLA Disposition Services Field Activity, listed below, their generators, listed below, and other pick-up locations in and around sites listed below.

The following personnel are anticipated to be CORs on this contract:

DLA Disposition Services San Antonio
Darren Breaux
Commerical: 210-221-3666 or DSN: 471-3666
Fax: 210-221-3770 or DSN: 471-3770

Activity and Street Address	City	DoDAAC	EPA ID#
DLA Disposition Services San Antonio	Fort Sam Houston	SC3547	TX3214020429
Camp Stanley Storage Activity 25800 Ralph Fair Road	Boerne	W45PVN	TX2210020739
311 ABG/CE	Brooks City-Base	FB2857	TX2572024303
Southwinds Marina Spur 349	Del Rio	FB3099	TX2571524105
ITT for Corporation Systems Division 27 miles east of Eagle Pass on FM 1021 Post Office Box 100	El Indio	EY2901	TX CESQG
Camp Bullis	Fort Sam Houston	W91605	TX4210020133
AFZG/DEH/EMG 2202 15th Street, Suite 36	Fort Sam Houston	W81JXP W91605	TX3214020429
MATES 5500 South Highway 36	Gatesville	W45JR3	
US Marine Corps Reserve (USMCR) 1902 Old Spanish Trail	Houston		TX CESQG
147 FIG/DE Building 1382 1057 Ellington Field	Houston	FB6433	TX1572824067
802nd CES/CEAN 1555 Gott Street	Lackland AFB	FB3047	TX4571524129
47th CES/CEAN	Laughlin AFB	FB3099	TX2571524105
902 CES/CEAN	Randolph AFB	FB3089	TX8571524117
Rio Grande TARS Lockheed Martin	Rio Grande	EY2903	TX988060992
Lackland Training Annex (formerly, Medina Annex)	San Antonio	FB3047	TX4570099933
Bulding 1740, Kelly USA	San Antonio	FB3051	TX CESQG
Bulding 1550, Kelly USA	San Antonio	FB3052	TX CESQG
Building 178, Kelly USA	San Antonio	FB3047	TX CESQG
Building 1739, Kelly USA	San Antonio	FB3049	TX CESQG
Building 1610, Kelly USA	San Antonio	FB3047	TXR000048801

Activity and Street Address	City	DoDAAC	EPA ID#
Building 1530, Kelly USA	San Antonio	FB3047	TXR000048819
Building 1530, Dr 13, Kelly USA	San Antonio	FB3050	TX CESQG
Building 1530, Dr 11, Kelly USA	San Antonio	FB3048	TX CESQG
Building 1621, Kelly USA	San Antonio		TX CESQG
Bldg 1530, Door 10, Kelly USA	San Antonio		TX CESQG
Bldg 1416, Kelly USA	San Antonio		TX CESQG
Bldg 1530, Door 16-17, Kelly USA	San Antonio		TX CESQG

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0. PERFORMANCE WORK STATEMENT

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

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

c. The six character CLIN consists of two parts. The term “Base CLIN” refers to the first four characters of the CLIN. The Base CLIN represents the waste description according to the waste profile for a particular wastestream. The term “CLIN Suffix” refers to the last two characters of the CLIN. The CLIN Suffix designates the unit of measure for purposes of tracking and Contractor payment. Example: Base CLIN “CS01” represents *Corrosive Acids, Inorganic other than HF and HNO₃, <50% in Water*, and the CLIN Suffix “C4” designates the unit of issue as a *55-Gallon Container*. Accordingly, one (1) 55-gallon drum of this waste would be represented by ordering one (1) Each of CLIN CS01C4. See Profile-Based CLIN Guidelines and Master CLIN Schedule at <http://www.dispositionservices.dla.mil/newenv/Pages/hwdisposal.aspx> for more details.

1. REMOVAL

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

1.1 PRE-REMOVAL

1.1.1 PERMIT/SPECIAL REQUIREMENTS

a. The Contractor shall, without additional expense to the Government, be responsible for paying all fees, preparing or obtaining any necessary licenses, permits, notifications, waste

profiles, or reports, which result from a Contractor's transportation, recycling, or disposal decision. This includes acquiring any required permits or registrations necessary to operate on any installation listed in this contract and completing the Notification of Regulated Waste Activity form for the Generator(s) of hazardous waste to sign and file with the applicable state regulators for waste disposal. This includes signing (on behalf of the Government) waste profiles requested by Treatment, Storage, and Disposal Facilities (TSDF). All Contractor-signed waste profile sheets shall be written for the actual wastestream using the Generator's profile for backup documentation. All Generator forms or other means of notifications including correspondence with federal or state agencies on behalf of a Generator must be coordinated with and concurred with by the affected Generator prior to submission to any federal or state agency.

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

c. The Contractor shall use only the facilities and transporters from the DLA Disposition Services Qualified Facilities List (QFL) and Qualified Transporters List (QTL), see Section 5.

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

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

1.1.2 SHIPPING/DISPOSAL DOCUMENTATION

a. All references to manifests in this provision refer to the appropriate shipping papers. Prior to removal from a site identified as a pickup point in this contract, completed copies of all manifests and LDR notifications shall be furnished to the Disposition Services Field Activity coordinating the waste disposal. All documentation shall be clearly marked with the name of the servicing Disposition Services Field Activity in addition to the Generator, contract, and TO number, as applicable. Emergency response information and 24-hour emergency phone numbers shall be listed on the manifest. If blocks for emergency information are not provided, this information shall be placed in the upper right-hand corner of each document.

The Contractor shall provide the COR or the Contracting Officer Technical Representative (COTR) with a copy of the completed form(s) for review by the appropriate Government official **at least five (5) business days** prior to removal. Notifications for expedited orders shall be performed IAW timeframes as listed in Section 1.2.11.

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

c. The Contractor shall perform all dry weight computations for those hazardous wastes destined for land disposal in Texas and shall provide all such computations to the COR for recordkeeping purposes. This computation shall be furnished along with the copy of the Generator manifest.

1.1.3 NOTIFICATIONS

a. Except as may otherwise be specified herein, the Contractor shall notify the COR for each location, **at least five (5) business days** BEFORE attempting site visits, analyses, or pickups.

(1) In addition to the notification above for pickups, the Contractor shall provide the name of the driver, the driver's Commercial Driver License (CDL) number and its expiration date, to the COR or other Government representative at least 24 hours prior to removal. The Contractor may also opt to provide a list of approved, multiple drivers designated for pickups under this specific contract to the COR or other Government representative prior to any attempted removals. If this option is elected and the list is approved by the Government and maintained by the Contractor, the 24-hour notification requirement is mute for the remainder of the contract unless otherwise modified.

(2) If a driver, other than the one specified 24 hours in advance for the specific TO; or, one whose name does not appear on the optional list of approved, multiple drivers arrive for pickup, the COR or other designated Government representative will verify the personnel switch with the Contractor before the pickup commences. This may require a written notice or fax from the Contractor.

NOTE: Rapid Gate may be mandatory for access to some DoD facilities, see 1.1.7. Where Rapid Gate is deployed, the 24-hour advance notification in Paragraph 1.1.3 is not required.

1.1.4 TRAILER SECURITY, PADLOCKS

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

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

1.1.5 HOURS OF OPERATION

The Contractor agrees that, for those portions of the services provided on a Government installation, the services will be provided during normal hours of operations for the installation. The normal hours of operations for installations on this contract are available upon request from the COR.

1.1.6 PUBLIC AFFAIRS COORDINATION

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

1.1.7 RAPID GATE SECURITY

All Navy and Marine Corps installations require Navy Commercial Access Control System (NCAC) badges to gain access. Rapid Gate requires a security background check for Contractors and Contractor employees and once approved, the individual has access to that installation for the length of the contract. Contractors and Contractor personnel must be enrolled in NCAC in order to access installations. There is a “per person/per location” fee. It takes approximately one month for initial company background investigations to be completed and enrollments to be processed. Any Rapid Gate Security fees shall be included in the pricing for this contract. Costs of enrolling in the program are outlined below.

- a. Company Enrollment for one year is \$199 for a single installation (base) OR \$249 for two or more installations.
- b. Employee Enrollment for one year is \$159 for a single installation OR \$199 for two or more installations.
- c. There is a 90-day subscription option for \$59. This is for one employee for a single installation. Each additional installation is an additional \$59.
- d. Additional information can be found at: <http://www.rapidgate.com/index.php>.

1.1.8 ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)

The DLA Disposition Services implemented EMS in accordance with ISO 14001:2004(E), DoD, and DLA requirements at all DLA Disposition Services appropriate facilities. An EMS is an overall management system that includes organizational structure, planning activities, responsibilities, practices, procedures, processes, and resources for developing, implementing, achieving, reviewing, and maintaining the environmental policy of an organization. The DLA Disposition Services EMS is designed to ensure that all personnel, including contract personnel, whose work activities can cause real or potential significant environmental impact, are aware of how their work supports the EMS and are competent to perform their roles, responsibilities and authorities while supporting the DLA Disposition Services Mission. The DLA Disposition Services EMS program is explained in DLA Disposition Services Manual 6050.02, Environmental Management System. An electronic version of the manual may be provided to the contractor upon request by DLA Disposition Services.

b. Site supplements to the DLA Disposition Services manual 6050.02 describe information required by EMS at a local level such as local, state, and host environmental regulations as well as local emergency procedures and operating systems unique to the location. Site supplements also contain information concerning the local interaction between the DLA Disposition Services tenant appropriate facility and the DoD/DLA host facility EMS program. Copies of site supplements may be obtained from the EMR appointed at each site with an EMS.

c. Contractors and their personnel are required to be aware that each DLA Disposition Services appropriate facility has an EMS and to be aware of EMS policies to perform work and/or gain access to an installation. Each DLA Disposition Services appropriate facility maintains EMS awareness posters that identify the DLA Disposition Services EMR and Host facility EMR for specific guidance concerning an individual facilities' EMS program.

d. The Disposition Services EMR maintains a list of sites that have a site EMS. Contractors may request a copy of the list from the DLA Disposition Services EMR through the CO.

1.2 REMOVAL

1.2.1 SPILL RESPONSIBILITY

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

b. The Contractor shall report all such spills or leaks, regardless of their quantity, to the COR (if not already present) and the KO immediately upon discovery. A written follow-up report shall be submitted to the KO not later than 24 hours after the initial telephonic report. The written report shall be in narrative form and as a minimum include the following:

- (1) Description of material spilled (including identity, quantity, manifest number, etc.).
- (2) Whether quantity spilled is EPA/state reportable, and if so, whether it was reported.
- (3) Exact time and location of spill, including a description of the area involved.
- (4) Containment procedures initiated.
- (5) Summary of any communications Contractor has with anyone other than the KO.
- (6) Description of clean-up procedures employed or to be employed at the site including disposal location of spill residue.

1.2.2 SEGREGATION OF HAZARDOUS WASTE

All items collected on this contract must be segregated according to the current EPA Hazardous Waste Compatibility Chart, and kept physically separate from any containers not associated with

this contract until the initial TSDF is reached. The items must be so marked, that they are readily linked to this contract throughout this period.

1.2.3 STATEMENT ON CONTAINERS

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

1.2.4 GOVERNMENT EQUIPMENT & PERSONNEL

The Government shall not furnish any equipment or personnel to assist in the performance of this contract. Any such offers of assistance are unauthorized, and the Contractor shall not accept any such offers. The only exception is the use of Government-owned loading equipment (Section 1.2.6), and Government-owned scales (Section 1.2.7), and where applicable, management services.

1.2.5 TREATMENT OF HAZARDOUS WASTE ON GOVERNMENT FACILITIES

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

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

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

1.2.6 LOADING

The Contractor is responsible for loading, including furnishing all the equipment necessary for loading. The Government will not load at any location on any day in which the facility is closed unless otherwise specified. Where it is provided that the Government will load, the Government will make the initial placement of the item on conveyance(s) furnished by the Contractor and the initial placement on the Contractor's conveyance shall be as determined by the Government. Unless otherwise provided in this contract, the Government will not block, chock, brace, lash, band, or in any other manner, secure the cargo on such conveyance(s) furnished by the Contractor.

The Government may tailgate load at the following locations:

Location	Item(s)
Buildings 20300 and 2026, Laughlin AFB	Drums and Bulk Solids Only
Building 37, Randolph AFB	Drums, Bulk, Solids and Bulk Liquids (Tank to Tanker)

Upon Governmental approval, the Contractor may have access to the following Government equipment:

Location	Item(s)
Fort Sam Houston	Forklift
Lackland AFB	Forklift
Medina AFB Annex	Forklift
Randolph AFB	Forklift
Camp Bullis	Forklift
Camp Stanley	Forklift

1.2.7 WEIGHING OF ITEMS

Government scales will be used when available, operable, and authorized by the Government. The Contractor shall be responsible for determining the availability of Government scales. All scales used for purposes of this contract shall be calibrated IAW applicable regulations. The Government shall ensure that Government scales are operable and accurate through certification or demonstration. The Contractor shall ensure that non-Government scales are operable and accurate through certification or demonstration.

At the Government's option, the use of Government scales will be allowed at the following sites:

SITE	EQUIPMENT AVAILABLE
Building 93, Camp Stanley	Truck Scale (100,000 pound capacity)
Building 93, Camp Stanley	Platform Scale (5,000 pound capacity)
Building 4169, Fort Sam Houston	Portable Scale (1,000 pound capacity)
Building 20300, Laughlin AFB	Platform Scale (5,000 pound capacity)
Building 7385, Lackland AFB	Platform Scale (5,000) pound capacity)
Building 238, Lackland Training Annex	Platform Scale (5,000 pound capacity)
Building 37, Randolph AFB	Platform Scale (6,000 pound capacity)

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

1.2.8 DEFINITIONS, BULK & CONTAINERIZED WASTE

1.2.8.1 BULK WASTE

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

b. Bulk debris (as defined in 40 CFR 268.2(g)) and other solids weighing less than 600 Lbs/yd³ shall have the CLIN suffix “B6”, and shall be priced per cubic yard (CD). Bulk debris (as defined in 40 CFR 268.2(g)) and other solids weighing 600 Lbs/yd³ or greater, shall have the CLIN suffix B1, B2, B3, or B4, and shall be priced per pound (LB). Base CLIN TX06 is uniquely designed with the treatment technology of Microencapsulation (of hazardous debris) in mind. Base CLIN TX07 is uniquely designed with the treatment technology of Macro-encapsulation in mind. When ordering Base CLIN TX06 in conjunction with Bulk CLIN Suffixes B1, B2, B3, B4, or B6, the Generator will ensure that the wastestream does not contain pipes, hoses, tubes, equipment, or rigid objects greater than 10 feet in any dimension, where toxic metal surfaces cannot be easily coated with a micro-encapsulation coating material. In such cases where these types of articles are present in bulk loads, Base CLIN TX07 should be considered (maximum size is 18’L x 4.5’W x 4.5’H). Furthermore, intact containers (Per 40 CFR 268.2(g)) do not meet the definition of debris and shall not be turned in under Base CLINs TX06 or TX07. Intact containers are those containers “that are not ruptured and that retain at least 75% of their original volume.” When intact containers are present, the Generator should consider using “Lab Pack/Loose Pack” CLINs.

c. The terms *solid* and *solids* used in this document and the Bid Schedule refers to solid material which is largely free of free liquids, e.g., soil, silt, sand, gravel, filtercake, powder, granules, crystals, fines, and artifacts that do not meet the definition of debris as defined in 40 CFR 268.2(g).

d. The terms *liquid* and *liquids* used in this document and the Bid Schedule refers to liquid material which is pumpable by conventional pumping devices designed to pump low-viscosity liquids and largely free of suspended or settled (vs. dissolved) solids. A liquid that has become frozen due to ambient freezing temperatures, but would otherwise be of liquid state at 72°F, will still meet the definition of liquid for purposes of this contract.

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

f. The term *debris* used in this document and the Bid Schedule refers to (a) solid artifacts, fragments, or rubbles which are present, but not primarily present, and are intermingled or

suspended in an otherwise fully solid, liquid, or sludge wastestream as described above, or (b) a wastestream which meets the definition of debris in 40 CFR 268.2(g). Note: Definition (a) in this section would meet the “Mixed” or “Various” Physical State designation indicated in the Bid Schedule for this contract, as CLINs with a “Mixed” or “Various” physical state refers to solids, liquids, sludges, debris, or any combination thereof. Definition (b) in this section meets the “Debris” Physical State designation indicated in the Bid Schedule for this contract.

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

h. The term *Lightweight Solids* used in this document and the Bid Schedule refers to bulk waste solids and debris (as defined in 40 CFR 268.2(g)) with a density of less than or equal to 600 Lbs/Yd³. These wastestreams are considered lightweight and shall be ordered using the *Cubic Yard* CLIN Suffix “B6”. Cubic yards (yd³) are calculated by visual estimation. For example, if a 20-yd³ rolloff box appears 90% full, the removal will be estimated and ordered at 18 CD. Note, any CLIN with a “B6” suffix will be ordered using “CD” to denote cubic yards. Prior to removal, the volume shall be determined and agreed upon by both the Government representative and the Contractor.

i. Bulk waste liquids will be pumpable by conventional pumps typically used on tank trucks and trailers, even if loaded by vacuum truck or trailer, and shall be ordered using the CLIN Suffix B5, indicating gallons (GL).

j. Gallons are calculated by using density or tank strapping and are rounded to the nearest whole gallon using conventional (non-scientific) rounding rules. This rule requires that if the digit to the right of the decimal place is 0, 1, 2, 3, or 4, leave the whole number alone; if the digit to the right of the decimal place is 5, 6, 7, 8, or 9, add 1 to the whole number. Example: when the density calculation is used and where the bulk liquid is water (Density = 8.33 Lbs/Gal): 36,290 Lbs/8.33 Lbs/Gal = 4,356.54 gallons. This will be rounded to 4,357 gallons. However, 36,280 Lbs (4,355.34 gallons) would be rounded to 4,355 gallons. Density will be obtained from the waste profile sheet.

k. Tank strapping may be used to calculate the volume of liquid in a tank or tanker given a strapping rod depth measurement. The graduated rod is inserted vertically through the top surface of the liquid to the bottom of the tank and a measurement is taken to determine the depth of the liquid. The depth, usually measured in inches, is compared to a table, or spreadsheet, which shows the conversion to gallons. Only tables specifically calibrated to the

tank or tanker being strapped may be used. These measurements will be made by the Contractor.

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

m. Liquids in Totes/IBC Containers. When totes/IBCs are removed by the Contractor, the CLIN used for this waste will include the bulk liquid CLIN Suffix of B5. The Generator shall pay the Contractor based upon the full volumetric capacity of the container in gallons, plus a tote surcharge per tote (see Tote surcharge CLIN 6386TS). IBC totes come in various sizes, the most common size being 275- and 330-gallon capacity. Totes/IBCs are transported as containerized waste. When totes/IBCs are pumped/bulked onsite, and the waste is removed via tanker trailer or vacuum truck, the Generator shall pay the Contractor based upon the actual volume removed in gallons (GL).

1.2.8.2 CONTAINERIZED WASTE

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

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

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

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

e. "Pallet" (CLIN Suffix "C6") refers to a flat wooden, plastic or metal transport structure not more than 48"L x 48"W that supports goods in a stable manner while being lifted by a forklift, pallet jack, front loader, or other lifting device. Skids may be used in lieu of pallets when well suited to support the cargo and are accessible to movement via typical material handling equipment. Containers/items placed on a pallet are often secured with dunnage, i.e., banding straps, stretch or shrink wrap for stability in movement. The sum weight of the dunnage, pallet, and palletized waste cargo will collectively comprise the weight of the waste,

and shall not exceed a weight of 2,500 pounds and/or a height of 72” unless otherwise authorized by the Contractor.

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

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

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

1.2.9 BULK LIQUID PUMPING

a. When a bulk, pumpable liquid (CLIN Suffix B5) is ordered, it may be necessary for the Contractor to pump/vacuum waste from tanks, drums, or IBCs. The Contractor is responsible to furnish all equipment and personnel needed to complete this task, including but not limited to, a collection vehicle equipped with pump/vacuum, hoses, fittings, etc. Pumps/vacuums and hoses shall have a capacity and chemical resistance to safely handle the types of waste to be collected, and remove all pumpable liquids from tanks that can be removed without agitation or introduction of other materials to the tank.

b. The actual weight of the material picked up must be identified on the manifest. Bulk liquid removal may be ordered from any location in or around pickup points.

1.2.9 RESERVED

1.2.10 BULKING & CONSOLIDATION

a. Bulking shall be defined as the act of stinging, vacuuming, and/or pumping, as permitted by regulation, from an otherwise removable container(s) into a vacuum truck or tanker. This act may be performed at the discretion of the Contractor, at no additional cost to the Generator. Containerized waste may be bulked into a tank truck at all pick-up locations.

b. Consolidation is defined as any method that involves pouring, siphoning, pumping, draining, or packaging like wastes (liquids, multiphase, or solids) from one container to another. Wastes may be consolidated only at all pick-up locations.

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

1.2.11 CHARGES FOR EXPEDITES - CLINs 6330, 6332, 6333, 6334, 6335 & 6343

a. When the expedited removal CLINs are ordered, waste must be removed within the specified calendar day timeframe. Expedited removal CLINs may be ordered in association with any disposal CLIN(s) at any pick-up point(s) in the contract. This is an exception to the standard removal timeframe as specified in Section 7. Minimum TO charges will not apply to a TO containing an expedited removal CLIN. When expedited removal is required, CLINs 6330-34 will be ordered based on the amount of waste to be removed. One (1) each will be ordered for containerized waste up to forty (40) 55-gallon containers or the equivalent. For bulk removals, one (1) each of CLIN 6330, 6332, 6333, and 6334 is limited to one (1) TO line not to exceed 40,000 pounds for solids, or 5,000 gallons for liquids.

b. When the expedited performance CLINs are ordered, performance must be accomplished within the specified calendar day timeframe. Expedited service CLINs may be ordered in association with any service CLIN(s) at any pick-up point(s) on the contract. This is an exception to the standard performance timeframe as specified in Section 7. Minimum TO charges will not apply to a TO containing an expedited service CLIN. When expedited service is required, CLIN 6343-6344 will be ordered based on the amount of service to be performed. One (1) each of CLIN 6343-44 will be ordered for up to five (5) Special Service TO lines. Ordering of an expedited CLIN is further limited to one (1) each expedited CLIN per pick-up location including the surrounding area (i.e. all pick up sites on an installation).

c. Contractor shall provide the COR with the required paperwork as follows:

CLINs	Description	Paperwork Submission
6335, 6345	1-Day Expedite	Before Performance
6334, 6344	3-Day Expedite	1 Day Prior to Performance
6333, 6343	5-Day Expedite	2 Days Prior to Performance
6332, 6342	7-Day Expedite	4 Days Prior to Performance
6331, 6341	10-Day Expedite	5 Days Prior to Performance
6330, 6340	15-Day Expedite	5 Days Prior to Performance

1.2.12 PACKAGING FOR COMPLIANCE - CLINs 6311AA & 6311BB

a. The Government may order the packaging/repackaging of containers at their option to ensure the waste is packaged according to DoT regulations and TSDF acceptance.

b. The unit of issue for CLIN 6311AA shall be “EA,” which includes all personnel, tools, equipment, and packaging/repackaging supplies for up to one 5-gallon container.

c. The unit of issue for CLIN 6311BB shall be “EA,” which includes all personnel, tools, equipment, and packaging/repackaging supplies for up to one container greater than 5-gallons.

d. Lab packing of small laboratory chemicals is found in section 3.7 and should not be ordered under this section.

e. The outer container is not included when CLINs 6311AA and/or 6311BB are ordered. The generator shall provide the container for the above service.

1.2.13 RESERVED

1.3 POST REMOVAL

1.3.1 RETURN OF SHIPPING DOCUMENTATION

a. In addition to the federal manifest requirements for return of signed manifests to the Generator, the Contractor shall furnish a copy of each manifest, signed by the designated TSDF, to the Disposition Services Field Activity coordinating the waste disposal within 35 days of pickup by the initial transporter. If the waste has not been received by the TSDF within 30 days after the initial pickup date, the Contractor shall notify the Disposition Services Field Activity of the physical location of the waste. If applicable, the Contractor shall also provide the manifest with additional transporter signatures.

b. If the Contractor is unable to deliver the items to the designated or alternate facility on the shipping papers IAW 40 CFR Part 263.21(a), the COR and Generator will be contacted for disposition instructions per 40 CFR Part 263.21(b). If the manifest is not returned within 40 days, the Contractor shall prepare the Exception Report and provide a copy to the COR and Generator within 45 days after pickup. Failure of any part of this section will be documented in the Acceptable Performance Levels (APLs) and appropriate action taken as determined by the Contracting Officer.

c. The Contractor shall ensure there is a clear audit trail for all items until final treatment/disposal/recycling is accomplished or until Process Authorization Plan is implemented, per Section 2.1.4.

d. The following does not constitute final treatment or disposal:

(1) Declaring hazardous wastes as RCRA-exempt as a result of management practices specified in 40 CFR 266 and 279;

(2) Interim treatment of the waste such that the waste still meets the definition of a hazardous waste as defined in 40 CFR 261. All facilities used for interim treatment, final treatment, or final disposal of items on this contract must comply with 40 CFR 261, Subparts C and D, for each waste the facility is permitted to handle. An audit trail must be provided for all waste until treatment and/or processing renders the wastes non-RCRA or until final disposal is accomplished. Management method codes and/or waste

handling codes referencing only storage or transfer do not meet the definition of final treatment or disposal under this contract.

2. DISPOSAL/RECYCLING

This section covers requirements for disposal of RCRA/Non-RCRA items, disposal of specialized commodities, e.g., Compressed Gas Cylinders (CGCs), Polychlorinated Biphenyls (PCBs), and various items requiring recycling.

Regardless of the ordered disposal CLIN and its associated description, the Contractor shall comply with all State and Federal regulations. All Base CLIN categories may include State-Regulated waste where applicable. It is the responsibility of the Contractor to notify the Government if an ordered CLIN prescribes a disposal or recycling technology which is in conflict with such regulations.

2.1.1 TSCA/RCRA/NON-RCRA/STATE/NON-STATE REGULATED ITEMS

a. The Category and Base CLIN selection for each wastestream is determined by applying the following CLIN Selection Criteria:

1. PCB-Related, Containing or Contaminated by a Source ≥ 50 ppm
2. Reactive (D003)
3. Ignitable/Oxidizer (D001) – Including flammable/combustible waste, but not chromic acid carrying a D001 (Oxidizer), in which a corrosive CLIN is applied.
4. Corrosive (D002)
5. Toxic (D004-D043)
6. Acutely Hazardous (P-Listed)
7. Leachate (F039)
8. Electroplating-Related (F006-F012, F019)
9. Spent Solvent (F001-F005)
10. Other F-Listed
11. U-Listed
12. K-Listed
13. State-Regulated Waste, Non-RCRA
14. Non-RCRA, Non-State Regulated Waste

b. If the Contractor asserts that an inappropriate CLIN has been assigned, the burden of proof lies with the Contractor. The Contractor must provide documentation which supports the assertion through laboratory analysis, TSDF fingerprinting results, and/or other supporting documentation. After such documentation is provided to the Government, the Government will review the documents within 10 calendar days and may reassign the appropriate CLIN. The waste in question shall not be treated or disposed of until the Government has made a final determination.

NOTE: Laboratories performing testing related to this contract shall use the current EPA SW-846 protocol whenever applicable. Only when EPA protocol is not available may other analytical methodologies be employed.

c. Recycle/Recovery Base CLINs beginning with “RE” are designated for mandatory recycling/recovery by the Government. If the Contractor asserts that a waste designated for recycling cannot be recycled because it does not meet the required recycling parameters:

(1) The Contractor must notify the KO in writing at least seven (7) business days before pickup, of the rationale and proof for waste rejection. This must include written input from at least two recycling facilities listed on the QFL, at least one of which is not owned by the Contractor.

NOTE: Unless prohibited by State regulations, fuels blending *does* meet the recycling/recovery requirements for certain wastes, including paints, antifreeze, and used oil.

(2) The KO will notify the COR to resolve requests to change the assigned mandatory recycling CLIN to the appropriate disposal CLIN. The final decision to change a mandatory recycling CLIN to the applicable disposal CLIN is solely that of the Government. If the Government agrees with the CLIN change, the applicable disposal CLIN will be assigned.

2.1.2 CERTIFICATES OF DISPOSAL, DESTRUCTION, & RECYCLING

a. Generators may require Certificates of Disposal/Destruction (CD) or Recycling for any and all items at their discretion. The Government recognizes there are additional costs to the Contractor associated with obtaining these certificates from the final/ultimate disposal, destruction, or recycling facility. Unless otherwise stated in this contract, such certificates will only be required as specified in the Bid Schedule/Performance Work Statement (PWS) or if CLIN 6503 is ordered. CLIN 6503 will not be ordered in conjunction with a CLIN that is already identified as requiring a CD or Certificate of Recycling. Example: CLIN 6503 will not be ordered to provide the CD for a CLIN that is greater than 50 ppm PCB because contract Section 2.2 already requires the Contractor to provide CDs for all PCB-related waste containing, or contaminated by, a source that is equal to or greater than 50 ppm PCBs.

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

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

2.1.3 DETAILED ANALYSIS

If the Contractor must perform laboratory analysis for waste characterization/profiling or disposal, copies of the laboratory report shall be provided to the COR. The Contractor shall be responsible for the proper disposal of all samples. Laboratory reports shall include a summary of the laboratory results, a QA/QC summary, and a completed Chain of Custody Form.

Laboratories performing testing related to this contract shall use the current EPA protocol SW-846 whenever applicable.

**2.1.4 PROCESS AUTHORIZATION PLAN FOR ALTERNATE DOCUMENTATION
OPTION FOR FUELS BLENDING & RECYCLING OF ANTIFREEZE, USED OIL,
BATTERIES, & LAMPS**

a. Contingent upon approval from DLA Disposition Services, the Contractor may utilize a Process Authorization Plan (Plan) for fuels blending and recycling of antifreeze, used oil, batteries, and lamps, as an alternative means for providing documentation beyond the initial fuels blending or recycling facility. Contractors must submit a plan to DLA Disposition Services via the KO, which follows the guidelines set forth in paragraphs (1) through (5) below, and which includes at a minimum, certification signed by a responsible representative of the facility. The fuels blending/recycling facility and all subsequent downstream facilities must appear and remain listed on the QFL for the life of this contract. The QFL may be found on the DLA Disposition Services Website at <http://www.dispositionservices.dla.mil/newenv/Pages/hwdisposal.aspx>.

b. Upon KO approval, the Plan(s) will remain valid for the life of the contract, providing the facilities remain current on the QFL. However, if a facility on the Plan should be removed from the QFL by DLA Disposition Services, the Plan will become invalid and no longer authorized for use. Replacement facilities or new facilities should be submitted on a new Plan and submitted for approval to DLA Disposition Services via the KO.

c. The Plan, when applied to recycling, applies only to actual component recyclers engaged in the destruction and/or recovery of the valued commodities, and not to interim firms or facilities such as battery or lamp sorters. The same applies to firms that only bulk, store and/or transfer fuels blending wastes, antifreeze, or used oil without performing substantive treatment prior to sale or shipping. Such interim facilities may be utilized when listed on the QFL, but the Contractor's responsibility for tracking the waste to final disposition does not stop at such facilities. The Contractor may however, submit a Plan for approval which includes and clearly connects the interim facility to any and all actual recyclers or fuels blenders for which there is an approved Plan as described above.

d. The following guidelines must be followed for each Plan:

(1) **Fuels Blending:** Fuels blending does not apply to blending for destructive incineration. In addition to the guidelines in paragraphs (a) and (b) of this section, the Plan must certify the following:

- The protocol used for the disposition of the recovered products,
- The maximum processing and storage time that Government waste shall remain in the fuels blending tank(s) or equipment is 180 days or less,
- The name, address, phone number, and EPA ID number of any and all facilities that may receive the fuels blended products for energy recovery, and,

- The name, address, phone number, and EPA ID number of any and all facilities that may receive the incidental solids, debris, tank bottoms, etc., remaining after fuels blending which require destructive incineration per 40 CFR 264 and 265 Subpart O.

(2) **Antifreeze Recycling:** In addition to the guidelines above, the Plan must certify the following:

- The protocol used for the sale of the recovered products,
- The maximum processing and storage time that Government waste shall remain in the recycling tank(s) or equipment is 180 days or less,
- The name, address, phone number, and EPA ID number (if applicable) of any and all facilities that may receive the recovered products, and,
- The name, address, phone number, and EPA ID number of any and all facilities that may receive the incidental solids, debris, tank bottoms, etc., remaining after recycling which require destructive incineration per 40 CFR 264 and 265 Subpart O.

(3) **Used Oil Recycling:** In addition to the guidelines in paragraphs above, the Plan must certify the following:

- The protocol used for the sale of the recovered products,
- The maximum processing and storage time that Government waste shall remain in the recycling tank(s) or equipment is 180 days or less,
- The name, address, phone number, and EPA ID number (if applicable) of any and all facilities that may receive the recovered products, and,
- The name, address, phone number, and EPA ID number of any and all facilities that may receive the incidental solids, debris, tank bottoms, etc. remaining after recycling which require destructive incineration per 40 CFR 264 and 265 Subpart O.

(4) **Battery Recycling:** In addition to the guidelines above, the Plan must certify the following:

- The procedure used to recycle/recover key components of each battery type,
- The protocol used for the disposition/sale of the recovered products, e.g., battery casings, cadmium, cobalt, lead, mercury, nickel, silver, and zinc, as applicable,

- The name, address, phone number, and EPA ID number (if applicable) of any and all facilities that may receive the various recovered components, and
- That without prior authorization from the KO, recovered components will not be shipped outside the United States. Or, if shipping to a foreign country is preferred, the Plan will list any and all countries that may initially receive the recovered components and a copy of the Notification of Intent to Export and the USEPA Acknowledgment of Consent will be provided.

Note: Firms that receive residual components that are not RCRA hazardous are *not* required to be listed on the QFL.

(5) **Lamp Recycling:** In addition to the guidelines above, the Plan must certify the following:

- The procedure used to recycle/recover key components of each lamp type,
- The protocol used for the disposition/sale of the recovered products, e.g., glass and metal components, phosphor powder, mercury, or sodium, as applicable,
- The name, address, phone number and EPA ID number (if applicable) of any and all facilities that may receive the various recovered components, and
- That without prior authorization from the KO, recovered components will not be shipped outside the United States. Or, if shipping to a foreign country is preferred, the Plan will list any and all countries that may initially receive the recovered components and a copy of the Notification of Intent to Export and the USEPA Acknowledgment of Consent will be provided.

Note: Firms that receive residual components that are not RCRA hazardous are *not* required to be listed on the QFL.

2.1.5 RESERVED

2.1.6 EMPTY CONTAINERS

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

2.1.7 RESERVED

2.2 DISPOSAL OF PCB & PCB-RELATED WASTE

a. PCB-related waste under this contract shall be transported and disposed of within the Continental United States (CONUS), except for such outside transportation and disposal as would be required for pickup sites located Outside the Continental United States (OCONUS). For purposes of this contract, all PCB-related wastes will be managed of IAW the paragraphs below.

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

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

2.3 COMPRESSED GAS CYLINDERS & CARTRIDGES

a. Base CLINs are assigned to compressed gas cylinders (CGCs) and cartridges according to the Compressed Gas Cylinder Reference Guide as contained in this contract. It is also available on the DLA Disposition Services webpage at:

<http://www.dispositionservices.dla.mil/newenv/Pages/hwdisposal.aspx>

Click on “Profile-Based CLIN Master Schedule” link, and then click on the “Cylinder Reference List” tab.

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

c. The Contractor shall not remove any gas cylinders or cartridges whose contents cannot be identified/confirmed or when no known disposal method is available. Sampling of contents for identification purposes only is authorized. The Contractor is required to provide the COR a written explanation for refusal of any cylinders for processing (see Attachment 9). Refused cylinders must be identified by serial number or other identifiable markings, or by an identification number assigned by the Contractor or COR. This number must be identified in the written explanation for refusal.

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

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

f. Inert gases which are not regulated by federal, state, or local regulations as wastes or pollutants, may be discharged to the atmosphere at the Government facility or may be transported to a TSDF for discharging. All proper safety precautions must be observed.

Cylinders containing inert gas that have inoperable valves may be vented with the use of a safety relief device IAW DLAI 4541.25, Section 7.7-2c.

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

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

i. When applicable, prior to disposing of cylinders in an approved landfill, the Contractor shall de-valve the cylinder, and mark/stamp the cylinder “EMPTY.” Note: This is the only method acceptable for disposal of asbestos-containing acetylene cylinders (Base CLIN CY09), which are NOT reusable.

2.3.1 EVALUATION/IDENTIFICATION OF CYLINDERS - CLIN 6601

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

2.3.2 ANALYSIS TO IDENTIFY CYLINDER CONTENTS - CLIN 6608

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

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

When CLIN 6609AA is ordered, the contractor shall be required to recontainerize cylinders containing either inert or non-inert or unknown gas when the cylinder has been determined to be non-transportable. Recontainerizing may include (but is not limited to) removing gas from one cylinder and placing it into another DoT approved cylinder/container. Cylinders may either have a valve (operable/inoperable) or a plug in place. When CLIN 6609BB is ordered, the contractor shall be required to replace an inoperable valve. The contractor shall have thirty (30) calendar days from issuance of a written task order to complete the recontainerization and/or valve replacement. When the gas is an unknown and there is no other means of extracting a sample for analysis, the Government will order analysis under CLIN 6608 at the same time as the recontainerization. In this instance the contractor shall be required to complete all tasks associated with both CLINs 6609AA and/or 6609BB and CLIN 6608 within thirty (30) calendar days. All actions taken by the contractor resulting from recontainerization may either be transported off-site, cleansed and recycled to a scrap metal recycler by the contractor; or cleansed on-site (inert only) and placed in an area designated by the COR. In either case, the contractor shall remove all DoD identification markings and puncture a hole in the cylinder.

2.4 RECYCLING

2.4.1 RECYCLE/RECOVERY/RE-USE/RECLAIM

a. Waste that is assigned a Recycle/Recovery Base CLIN beginning with “RE” is required by the Government to be recycled or recovered. Other items, such as certain batteries, are also required to be recycled when so stated in the CLIN description. Phase 2 Manifest tracking will be conducted by DLA Disposition Services personnel to confirm such wastes were shipped to appropriate recycling facilities. Certificates of Recycling are only required if specified in the Bid Schedule/PWS or if CLIN 6503 is ordered.

b. The Contractor may elect to beneficially reuse, recycle, or reclaim waste in this contract that references this section, unless specifically listed otherwise in the contract. The following applies for all waste removed under this contract that is beneficially reused, recycled, or reclaimed:

(1) An audit trail must be provided to the facility that will beneficially reuse, recycle, or reclaim the waste, or any component thereof, even if the waste can be managed as a hazardous material.

(2) Dilution in the recycling process of hazardous waste contaminants is prohibited.

2.4.2 COMMODITY SPECIFIC RECYCLING REQUIREMENTS

a. **Fuels Blendable Materials** – Fuels blending waste will contain a minimum of 2,500 BTUs per pound of waste. For lab pack and loose pack containers having multiple small containers packed within, the BTU value is based on the overall contents, and not each individual small container. Since BTU values are not always known, the waste profile information may be used to determine eligibility for fuels blending. Latex paint which has not been diluted with water will be considered fuels blendable. Oil-based paint and its paint-related wastes, as well as other organic-based, flammable, combustible, and ignitable wastes, are also considered fuels blendable.

When waste is shipped to a fuels blending facility, the returned manifest copy must reflect the appropriate Management Method Code, i.e., H061. A manifest copy from an interim facility which reflects only a storage/transfer code is insufficient for the Government to track and document its energy recovery requirements. If an interim facility is used, for each shipment the Contractor shall be required to provide to the Government a certified “paper trail” to an approved fuels blending facility. This process shall be detailed in the Plan for Fuels Blending when the Contractor has elected to utilize one.

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

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

2.5 DEMILITARIZATION

Items requiring Demilitarization (Demil) by the Government will be so listed on the DD Form 1155. When items requiring DEMIL is ordered the Contractor is required to dispose of these items and provide all documentation, in addition to the documentation requirements of G.3 for invoicing, per DoD commodity specific requirements as below, within 30 days of appropriate disposal. The Contractor shall ensure appropriate Demil/destruction occurs within 90 days of pickup unless otherwise noted. Specified documentation shall be returned to the Generator, as listed in block 5 of the manifest, and the Disposition Services Field Activity/COR, unless otherwise noted. Section 2.4.1, Recycling/Reuse/Reclaim, does not apply to items requiring Demilitarization. In addition to section 1.1.4 – Trailer Security Requirements, the Contractor shall ensure all items requiring Demil/destruction shall be sealed with a padlock after being placed in the conveyance.

2.5.1 DEMILITARIZATION OF SUBMARINE TILES - Base CLIN TX99

The Contractor is required to ship items ordered under the above CLIN directly to the RCRA incineration facility and dispose of these items by thermal destruction per DoD Demil requirements. This CLIN shall be ordered even when the items are deemed Non-RCRA. The Contractor shall include a Certificate of Destruction.

2.5.2 OTHER MILITARY ITEMS

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

b. **RCRA Hazardous Military Items** – When a military waste item meets the definition of RCRA hazardous, a CLIN may be assigned to the waste similarly as other hazardous wastes, e.g. flammable

debris, toxic solid, etc. Other than CLIN TX99, military items that are deemed RCRA hazardous waste do not require a CLIN that is uniquely assigned to military items for Demil. In some cases, for Demil requirements, the Government may require a CD for specific RCRA-hazardous military items. Demil-specific CLINs with a CD requirement will be used for these items.

c. **Non-RCRA, Non-Hazardous Military Items** – When a military waste item does not meet the definition of RCRA hazardous and carries no USEPA Waste Codes, e.g., military textiles/uniforms, a CLIN is assigned to the waste that is provided specifically to military items for Demil. Non-RCRA, non-hazardous military items assigned these CLINs, e.g., NR97, NR98, NR99, etc., require specific destruction and disposal technologies and a CD.

3. SPECIAL SERVICES

This section covers requirements for various special services related to managing the disposal/recycling of RCRA/Non-RCRA items, CGCs, PCBs, and other related services. The services in this subsection do not normally include actual disposal of wastes, which will be ordered under appropriate disposal CLINs.

Special Services CLINs (6300 – 6699) are exempt from meeting the TO minimum per the *Contract Terms and Conditions* section of this contract.

3.1 RESERVED

3.2 TANK & WASH RACK CLEANING - CLINs 6350AA-6352CC

a. CLINs 6350-6356: When any of these CLINs are ordered, the Contractor shall clean tanks, totes, oil/water separators, wash racks, etc., until no visible residue remains. Stains are not considered residue. The unit of issue is *Each* where 1 *Each* equals all mobilization/demobilization, labor, equipment, tools, materials, confined space entry if applicable, and PPE to perform identified cleaning. The above listed CLINs do not include tank pumping or disposal of sludges/solids removed during the cleaning process. If required, tank/wash rack pumping will be ordered under the appropriate CLIN for the pumpable waste contained in the tank or wash rack IAW 1.2.8. The Government shall provide containers for unpumpable sludges/solids. Disposal of unpumpable sludges/solids removed as part of the cleaning process will be ordered via the appropriate CLIN based on the most previous known contents in the tank. This CLIN will appear on the TO issued for tank/wash rack cleaning. In all cases, the Government will ensure the pumpable waste in the tanks/wash rack is removed prior to tank cleaning. All work shall be completed within thirty (30) calendar days of issuance of a written TO.

b. The Government is responsible to order the appropriate bulk pumpable liquid CLIN(s) for liquid that is introduced by the Contractor to facilitate cleaning. The Contractor and COR shall monitor the amount of liquid used to ensure an excessive amount of liquid is not introduced. If the Contractor and COR have determined an excessive amount of liquid was introduced, the estimated weight of excessive liquid will be subtracted from the total weight of the waste removed.

c. Tank/wash rack cleaning may be ordered from any location in or around pickup points in the solicitation in addition to the known sites identified below:

- Lackland AFB

3.3 PERFORM ANALYSIS

a. Analysis is required for purposes of waste identification. The testing is in this contract to service Generators on this contract. It is not intended to supplant the Contractor obligations designated elsewhere in this contract.

b. The Government will order this service using any of the CLINs listed (unit of issue is *Each*) on a TO. One *Each* equals one wastestream to be analyzed by the Contractor. The Contractor shall perform the following:

(1) Samples shall be taken and testing performed IAW 40 CFR Part 261, Appendices I, II and III.

(2) It is the responsibility of the Contractor to transport samples from the pickup point to the analytical laboratory. The Contractor must complete a chain of custody form for each sample taken with completed forms to be provided to the DLA Disposition Services Field Activity along with the analytical data.

(3) The Contractor shall provide a statement from the testing laboratory that the entire sample was used in the analysis and provide a copy to the Generator and DLA Disposition Services Field Activity IAW Section 8. If there is additional sample left over after analysis; the Contractor is responsible for its disposal.

c. Original analytical data and chain of custody forms will be provided to the COR within 15 calendar days of issuance of a written TO.

d. In all cases where the Government is paying for laboratory analyses, a comprehensive laboratory report shall be provided to the Government. The laboratory report shall include a completed Chain of Custody Form and detailed analytical results, including QA/QC results as required by the current SW-846 protocol where SW-846 protocol was employed by the laboratory. If for any reason the laboratory report is not provided to the Government, or if the report is deemed not scientifically defensible by the Government, a reanalysis of the waste will be required at no additional cost to the Government.

3.4 PREPARE WASTE PROFILE SHEET - CLIN 6400AA

a. When CLIN 6400AA is ordered, the Contractor is required to prepare a typed Hazardous Waste Profile Sheet, DRMS Form 1930. One *Each* will be ordered per waste stream to be profiled. A sample DRMS Form 1930 may be found in the Attachments. Using analytical data/Generator information provided by the Government, the Contractor must complete the form IAW its attached instructions. The Government will furnish DRMS Form 1930 to the Contractor. Subject to COR approval, the Contractor may use an alternate profile form as long as the alternate form contains all of the same information contained in the DRMS Services Form 1930.

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

3.5 IDENTIFY UNKNOWN WASTESTREAMS & PREPARE WASTE PROFILE SHEETS - CLIN 6400TS

a. Step 1. When the Government has a requirement for identifying a waste of unknown composition for the purpose of completing a Hazardous Waste Profile Sheet (Disposition Services Form 1930), a written TO will be issued for an *unknown analysis* using CLIN 6400TS. The Government will provide all known information concerning the unknown material prior to sample collection. When CLIN 6400TS is ordered, the analysis shall include:

- (1) Ignitability, if free liquids are present, (D001),
- (2) pH, if free liquids are present, (D002),
- (3) Reactivity assessment, if the potential for a *reactive* characteristic exists, (D003), and if such a test method is available,
- (4) Total RCRA and UHC Metals,
- (5) Total RCRA Herbicides and Pesticides, when applicable or if they potentially exist based upon Generator knowledge, and
- (6) Total RCRA and UHC Volatile and Semi-Volatile Organic compounds.

UHC refers to Underlying Hazardous Constituents, per 40 CFR 268.48. The Contractor shall collect a sample of sufficient quantity to perform all Step 1 tests and any additional testing necessary to identify the material to help the Generator complete the Hazardous Waste Profile Sheet. Samples will be collected following current EPA and state protocols covering sample collection, sample storage and chain of custody procedures. Samples will be collected in laboratory-supplied sample containers.

Note: If the Government suspects contamination not covered by the tests listed above, e.g., PCB, asbestos, oxidizer, etc., the Government will order the applicable CLIN separately.

b. Step 2. The Government may order additional analytical testing if qualitative analysis indicates the presence of metals, pesticides and/or organic compounds at or above regulatory levels. When quantitative analysis performed in Step 1 indicates the presence of metals, pesticides, and or organic compounds, the Government may order additional toxicity characteristic testing that may include TCLP Metals (D004-D011), TCLP Pesticides and Herbicides (D012-D017) and/or other TCLP Organics (D018-D043) to identify the contaminants in sufficient detail to complete the DRMS Form 1930. When these additional tests are needed, they will be ordered under the appropriate CLIN(s).

When Step 2 testing is ordered, the Government will notify the Contractor within ten (10) calendar days from the date the COR received the analysis from Step 1. The TO containing CLIN 6400TS will be modified to add the additional testing requirement(s). The Contractor will complete Step 2 analysis within 15 days of receiving a written modification to the original TO. Step 2 analysis may be performed on excess samples collected during Step 1, and/or samples remaining at the certified laboratory at the completion of Step 1, provided such samples have not exceeded their test-specific holding times, per current EPA SW-846.

c. The following applies for all work performed in conjunction with the above CLINs:

- (1) The Contractor shall provide all services, property, supplies, furnishings, and equipment necessary to conduct the required test(s) of Government selected items.
- (2) Analysis ordered under CLIN 6400TS shall be performed as specified in section 3.3, with the exception of the timeframe specified in 3.3c.

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

3.6 PROVIDE ROLLOFF STORAGE CONTAINERS & RENTAL CHARGES - CLINs 6372-6375, 6382-6385

a. CLINs 6372-6375: The Contractor is required to provide plastic lined rolloff storage containers, i.e., rolloff boxes (henceforth, referred to as “rolloff(s)”) for a period of up to thirty (30) calendar days from date of initial placement. The rolloffs will have watertight covers and be lockable. Rolloffs may be ordered for any location in or around the pickup points identified in the contract. All placements of rolloffs are required within five (5) calendar days after issuance of a written TO citing any of the above listed CLINs. Disposal of waste in the rolloff will be ordered using the appropriate disposal CLIN.

b. CLINs 6382-6385: Some rolloffs may be on site for more than 30 calendar days. If the Government requires a rolloff longer than the initial 30 day placement period, it will be ordered by issuance of a written TO using the above listed CLIN(s). Rental time may be ordered on a month-by-month basis; one each equals a one-month rental timeframe of 30 days or in any timeframe required, two each for two months, etc. If a rolloff is ordered in multiple timeframes, and is not required for the complete time ordered, a modification to the TO may be issued to reduce the rental time for the remaining month(s). For example, the Government orders six each (for six months) of rental and three months and 15 days have elapsed, a modification will be issued to delete two months rental. Rental timeframes will not be prorated for unused rental time less than 30 days.

c. The rental period begins on the 31st day after the initial rolloff is placed at the specified location. Ordering of a replacement rolloff does not change the rental period beginning date. The rental period ends on the date that the final TO is issued for disposal of the wastestream.

d. The Contractor is required to weigh the empty rolloff prior to use by the Government, and provide the COR a copy of the certified weight ticket showing the empty (tare) weight of each rolloff at the time of placement. The Contractor is required to weigh the rolloff upon pickup and provide the COR a copy of the certified weight ticket showing the loaded (gross) weight of each rolloff.

3.7 LAB PACKING SERVICES - CLINs 6321, 6322 & 6323

a. When CLIN 6321, 6322 and/or 6323 is ordered, the Contractor shall provide all labor, equipment, supplies (including lab pack containers), and tools necessary to lab pack waste. Lab packing service is on this contract to provide a packaging service to the Generator in order to facilitate the turn in of items to the DLA Disposition Services Field Activity.

b. "Lab pack" does not refer strictly to laboratory chemicals. It is a packaging method for shipping multiple small containers of waste that have been over packed in a single outer container. The chemicals must be compatible and of the same DoT Hazard Class. A detailed inventory list must be affixed to the outside of each container for TSDF approval. Lab packs are used when disposing of small volumes and/or a wide assortment of chemicals. Per DoD 4160.21-M, generators are prohibited from lab packing prior to turn-in.

c. "Loose pack" containers are drums or boxes of over packed smaller containers of the same type wastes, i.e., paints, lubricants, and expired products. Loose packs provide the best alternative when consolidation is impractical. Similar to lab packs, loose packs (also called Commodity Packs) are easier for a TSDF to manage because they are of the same type waste and do not require additional inventory review and evaluation. Generators may loose pack their waste. If a generator would like the contractor to loose pack their waste, CLIN 6311AA and/or 6311BB may be ordered (see section 1.2.12).

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

e. The Government will order the appropriate lab pack CLIN(s) dependent upon the anticipated lab pack container size required. The Contractor shall accept the Government's container size unless the Contractor demonstrates to the COR, prior to commencing the lab packing service, that a different size lab pack container(s) is required. When this service is ordered, the Government will provide a list of items to be lab packed with the TO. The list will include chemical name, weight and volume of each item and anticipated disposal CLIN (for information purposes only). The Contractor shall:

(1) Prepare lab packs for chemical waste. This service consists of packing compatible chemicals into suitable lab pack containers, preparing a comprehensive drum inventory, marking and labeling each lab pack IAW local, state, and federal regulations. The Government will order this service on a TO using the lab pack service CLIN(s) listed above.

(2) The Contractor shall lab pack the waste according to chemical compatibility and in compliance with 49 CFR 173.12. The Contractor will prepare the aforementioned drum inventory. The inventory will consist of a list of each container placed in the lab pack. The list must specify:

1. Description of the contents of each container by chemical or common name of the waste;
2. Hazardous constituents causing the item to be a hazardous waste;
3. EPA and state hazardous waste codes assigned;
4. Container size;
5. Weight of each container and its contents (The Contractor will weigh all items, actual weight will be used on the lab pack inventory.); and
6. Disposal CLIN (provided by COR).

(3) Multiple containers of the same waste may be listed as a single line on the inventory list provided; the total number of containers is recorded in association with the container sizes and the total weight of the containers and contents is listed instead of individual container weights. A unique identification number will be assigned to each completed lab pack and this number will be annotated on the inventory list. One copy of the inventory list will be attached to the lab pack container and one copy will be provided to the COR when packaging is complete.

(4) The Contractor will place appropriate markings and DoT labels on each container, along with an inventory list.

f. The Contractor will be provided a work site, storage area for supplies, and a staging area near the chemical storage facility.

g. The Government will issue a TO for the disposal of lab packs after the lab packing service is completed. TOs containing the disposal of lab packs will be prepared based on the total weight of each separate CLIN/item packaged in each lab pack. In order to identify the lab pack associated with the CLIN being ordered, a unique number will be assigned to the lab pack and will be provided in the item description on the TO.

4.0 ACCEPTABLE PERFORMANCE LEVELS

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

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

c. Performance incentives for the contractor shall include, but are not necessarily limited to, favorable impact on option exercise decisions, future awards of the same requirement, and future awards of similar requirements by DLA Disposition Services as well as other Government and non-Government entities that may review performance of this contract.

Acceptable Performance Levels

DELIVERABLE	PHASE	STANDARD	TIME FRAME	PWS Para-graph	ACCEPTABLE PERFORMANCE LEVEL (APL)	REDUCTION FOR FAILED APL	METHOD OF SURVEILLANCE
Compliant Removal	Pre-Removal	Submittal of Shipping Documents	1-5days, depending on removal time	1.1.2	95% timely, 95 % accurate	A disincentive fee of 10-60% shall be applied to each line item not completed timely or accurately after the contractor exceeds the criteria stated in column F until such a time as performance again does not exceed the criteria in Column F.	Collection Summary Reports (CSRS), Customer and COR input
	Pre-Removal	Notifications	Same as above	1.1.3	95% timely	A disincentive fee of 10-50% shall be applied to each line item not completed timely or accurately after the contractor exceeds the criteria stated in column F until such a time as performance again does not exceed the criteria in Column F.	Collection Summary Reports (CSRS), Customer and COR input

	Removal	Safe, Compliant Transportation	1-30 days as required per task order	1.2	100% timely and 100% compliant	A disincentive fee of 10-100% shall be applied to each line item not completed timely or accurately after the contractor exceeds the criteria stated in column F until such a time as performance again does not exceed the criteria in Column F.	Collection Summary Reports (CSRS), Customer and COR input
	Post-Removal	Compliant transportation, interim storage and shipments to initial qualified TSDF	Return of manifest or applicable shipping paper within 40 CFR 262.42, or state equivalent and copy to DRMO within contract timeframe	1.3.1	100% timely and no more than 2 exception reports required per generator in a 12 month period	A disincentive fee of 10-100% shall be applied to each line item not completed timely or accurately after the contractor exceeds the criteria stated in column F until such a time as performance again does not exceed the criteria in Column F.	Collection Summary Reports (CSRS), Customer and COR input
	Post-Removal	Timely delivery to final qualified TSDF	Return manifest timely to eliminate potential exception report	1.3.1	100% timely and no more than 2 exception reports required per generator in a 12 month period	A disincentive fee of 10-100% shall be applied to each line item not completed timely or accurately after the contractor exceeds the criteria stated in column F until such a time as performance again does not exceed the criteria in Column F.	Collection Summary Reports (CSRS), Customer and COR input

Compliant Disposal / Recycling	Disposal / Recycling	Timely & proper disposal / recycling as per waste regulatory / contract requirements	225 days for all items not requiring destructive incineration, 315 days for items requiring destructive incineration. 270 days for Phase II documentation for all items not requiring destructive incineration, 360 days for items requiring destructive incineration	Instructions to Contractors- "Period of Performance" and "Documentation Requirements DLA Disposition Services Acceptance, Invoicing and Tracking."	100% timely and accurate for Haz Waste, PCB, CGCs and Demil required waste, 95% accuracy for nonRCRA, nonregulated waste	A disincentive fee of 10-100% shall be applied to each line item not completed timely or accurately after the contractor exceeds the criteria stated in column F until such a time as performance again does not exceed the criteria in Column F.	CO, Tracking, DSS
Compliant Special Services	As specified on TO	Timely and compliant management services	1-30 days as required by the TO	3.0 – 3.1-3.7	95% timely, 95% accurate	A disincentive fee of 10-100% shall be applied to each line item not completed timely or accurately after the contractor exceeds the criteria stated in column F until such a time as performance again does not exceed the criteria in Column F.	CSRs, Customer and COR input
Compliant Special Services	Delivery of expedited removal or performance service	Timely, compliance, accurate service(s)	As stated in contract for service specified	3.0&1.2.1	No more than 5 late performances during a 12 month period of time	A disincentive fee of 10% shall be applied to each line item not picked up in a timely manner after the contractor exceeds the criteria stated in Column F until such time as performance again does not exceed the criteria in Column F.	Customer, COR and CO review and input

	Waste analysis (6400 Series CLINS)	Accurate and timely provision	As stated in contract for service specified	3.3	No more than 5 late or inaccurate analysis during a 12 month period of time	A disincentive fee of 5% shall be applied to each late line item for analysis being performed on after the contractor exceeds the criteria stated in Column F until such time as performance again does not exceed the criteria in Column F.	Customer, COR and CO input
	Delivery of certificates of disposal and/or recycling.	Timely provision	As stated in contract for service specified	2.1.2 2.1.4 2.2 2.4.1 2.4.2	No more than 5 late certificates during a 12 month period of time	A disincentive fee of 10% shall be applied to each line item with a late certificate after the contractor exceeds the criteria stated in Column F until such time as performance again does not exceed the criteria in Column F.	Customer, COR and CO review and input
	Compressed Gas Cylinder Related Special Services	Timely reporting	As stated in contract for service specified	2.3	No more than 5 untimely reports during a 12 month period	A disincentive fee of 5% shall be applied on all line items related to the reporting requirement after the contractor exceeds the criteria stated in Column F until such time as performance again does not exceed the criteria in Column F.	Customer, COR and CO review and input

*** The Government reserves the right to also conduct additional surveillance/review of final tracking information and/or delay all payments until after final tracking information is received if warranted by performance problems in this area.**

5.0 USE OF FACILITIES AND TRANSPORTERS

a. The contractor shall use only the transporters and facilities from the Qualified Facilities List and Qualified Transporters List. These lists are located on the World Wide Web (www) at <http://dispositionservices.dla.mil/newenv/documents/qualtran.pdf>. and <http://dispositionservices.dla.mil/newenv/documents/qualfac.pdf> . Contractors who do not have access to the World Wide Web may request a copy of the above lists from the contracting officer.

b. DLA Disposition Services has reviewed these Facilities and Transporters in the past and has no reason to believe that they do not meet the standards included herein. Inclusion of facilities and transporter on the Qualified List does not constitute a determination of the acceptability of these facilities and Transporters for the requirements of this solicitation and any resultant contract or relieve the contractor of any responsibility for performing the contract resulting from this solicitation. It is the offeror's responsibility to ensure that it can perform all work required by this RFP with the firms listed on the World Wide Web, and to propose additions firms to perform the work required if the firms on the qualified lists cannot meet the requirements. It does not imply consent by the Government to any subcontracts let by the contractor in performance of the contract resulting from this solicitation.

5.1 QUALIFIED FACILITIES

a. At any time during the period of this contract, the Government may remove a facility from the Qualified Facilities List located on the World Wide Web if any of the following apply:

The facility is currently closed.

The facility is identified as a significant noncomplier (exhibiting RCRA Class 1 violations for groundwater monitoring, closure, post-closure, or financial responsibility), and has not entered into a compliance schedule of similar action.

The facility has been cited via an administrative order or judicial action, and the facility has not entered into a compliance schedule or similar action within 180 days from the time order or judicial action was issued.

The facility has exhibited a history of noncompliance (including, but not limited to RCRA class I and II violations, OSHA violations, state and local violations, and DOT violations) or exhibited a lack of "good faith" in correcting violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance with the agreement for at least six months. Repeated violations may be considered as a lack of "good faith".

The facility has been identified as having groundwater contamination or is not acceptable under the state's groundwater anti-degradation policy.

The facility is not permitted to and/or is not capable of handling the property proposed.

The facility received a negative recommendation as a result of a DLA Disposition Services inspection visit without substantive evidence of corrected deficiencies.

The facility stores/treats the waste, then ships out the regulated DLA Disposition Services hazardous waste to a facility excluded under the requirements of this paragraph (c).

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

Facilities that are unable to track property from entry to exit.

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

The facility has not received any DLA Disposition Services wastes for a period of twelve consecutive months.

The facility operates in a manner that is not in accordance with DLA Disposition Services contract section C.

The facility does not have/does not enforce 24 hour security measures.

5.2 QUALIFIED TRANSPORTERS

a. At any time during the period of this contract, the Government may remove a transporter from the Qualified Transporter List if any of the following apply:

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

Transporter has not provided documentation of at least a "satisfactory" rating from DOT Office of Motor Carriers (OMC). Should conflicting ratings be assigned, the most recent inspection will take precedence. Transporters used outside the 50 contiguous states are not required to provide an OMC satisfactory rating. All other requirements cited are applicable.

The transporter has exhibited a history of noncompliance (including RCRA, DOT, OSHA and state and local regulations governing hazardous material hauling and motor cannier/marine safety).

The transporter has been cited via an administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

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

The transporter manages property in a manner that causes the generator of the manifest to file exception reports in accordance with 40 CFR 262.42, or a state equivalent.

The transporter received a negative recommendation as a result of a DLA DISPOSITION SERVICES inspection visit without substantive evidence of corrected deficiencies.

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

The transporter has not shipped any DLA Disposition Services wastes for a period of twelve consecutive months.

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

The transporter operates in a manner that is not in accordance with DLA Disposition Services contract Performance Work Statement.

b. Transporters or facilities may be deleted at any time from the facilities or transporters lists. DLA Disposition Services will inform contractors that currently hold DLA Disposition Services contracts, via letter or facsimile, when facilities or transporters are deleted. Contractors should consult the Qualified Facilities and Qualified Transporters list prior to any actual use under the contract. Facilities or transporters appearing on a qualified list the day a delivery order is issued are in effect for the duration that delivery order is open.

c. The contractor will not add a fuels blender/burner or ship any subsequent residual waste derived from fuels blending to any facility/burner without prior approval from DLA Disposition Services.

5.3 ADDITIONAL TSDFS AND TRANSPORTERS

a. During the solicitation process or life of the contract the contractor may request to add TSDFS or transporters to the Qualified Facilities List or Qualified Transporters List located on the World Wide Web (www). TSDFS or Transporters submitted at solicitation closing will be reviewed and the offeror will be informed if the firm is: Acceptable, Unacceptable, or Acceptable with additional information. If the TSDF or transporter is Acceptable with additional information, the offeror will be given an opportunity to submit the additional information in regards to these firms prior to the request for Final Proposal Revision. Offerors will be informed the reason why a firm is considered unacceptable. Offerors are cautioned that DLA Disposition Services must have sufficient time to adequately review submittals. Request for additions to the Qualified List(s) shall be submitted at solicitation closing date, additions after closing date may not provide sufficient time for evaluation. The offeror is responsible for submittal in a timely manner.

b. The proposed TSDFS or transporters will not be added to the Qualified Facilities List or Qualified Transporters List if any of the reasons in Paragraphs 5.1– 5.2, USE OF FACILITIES AND TRANSPORTERS apply. The request by the contractor to have a TSDF or transporter added to the Qualified Facilities List or Qualified Transporters List does not relieve the contractor of his contractual obligation to perform in accordance with the contract terms and conditions including the existing Qualified Facilities List or Qualified Transporters List and existing prices.

c. Firms submitted by offerors (and approved by DLA Disposition Services) for addition to the qualified lists prior to contract award will not be added to the www unless the offeror submitting the addition(s) receives award of the contract for which the addition(s) was/were requested. Post-award requests for additions to the Qualified List(s) or requests from TSDFS and transporters to have their firm added to the qualified list(s) will be added to the www upon approval.

d. The contractor shall provide the following information for RCRA permitted TSDF's and Non-RCRA landfills including, but not limited to:

1. Complete address, telephone number and EPA ID number
2. Cover page/section of permit,
3. Permit excerpts specifying acceptable waste streams,
4. Permit excerpts specifying storage, treatment and disposal processes,
5. Evidence that closure funding is current IAW permit.

NOTE: *Providing specific regulatory points of contact may expedite DLA Disposition Services' review. The TSDF EPA identification number will be utilized as the DLA Disposition Services Distribution Standard System (DSS) number for administrative purposes.*

e. The contractor shall provide the following information for each non-RCRA facility including, but not limited to:

1. Complete address and telephone number,
2. Cover page/section of primary operating permit(s),
3. Permit excerpts specifying acceptable waste streams,
4. Permit excerpts specifying storage, treatment and disposal processes,
5. Evidence that closure funding is current IAW permit. If there is no permit or regulatory requirement for closure funding, then evidence of satisfactory financial assurance or pollution liability or environmental impairment insurance shall be provided.
6. For those facilities (TSCA recycling exempt, etc.) having only an authorization letter from the regulator, the contractor shall provide the facility's official application letter(s)/package(s) which specify the required information above.

NOTE: *Providing specific regulatory points of contact may expedite DLA Disposition Services' review. A DLA Disposition Services created DSS number will be assigned for the approved non-RCRA facility for administrative purposes.*

Each non-RCRA facility proposed by the offeror must have, as a minimum, a Federal/state/local permit, insurance, and be in good standing with the regulatory community. The facility must be subject to a regular compliance schedule with the regulatory community. A regular compliance schedule will include, at a minimum, one federal, state or local regulatory inspection during a calendar year.

f. The contractor shall provide the following information for proposed transporters:

1. Name and address of transporter and EPA identification number.
2. Evidence of a "satisfactory" rating from the DoT Office of Motor Carriers (OMC) or equivalent state agency.
3. For each water shipment, provide appropriate Certificates of Documentation, Financial Responsibility and Inspection.
4. For each railroad company proposed, provide the 2-4 digit unique alpha code used in the industry for identification purposes.

g. The TSDFs and transporters listed on the Qualified Facilities List or Qualified Transporters List for use under this contract are only listed for use subject to all services being performed in accordance with all federal, state, and local laws and regulations and the TSDF's and transporter's permit.

6.0 ADDITIONAL REQUIREMENTS

6.1 INDEMNIFICATION

Upon receipt/removal of items from the various Government installations the contractor assumes full accountability and physical custody of such items. The Government assumes no liability for any damage to the property of the Contractor, to the property of any person, or public property or for personnel injuries, illness, disabilities or death to the Contractor, Contractor's employees, and any other person subject to the Contractor's control or any other person including members of the general public; caused in whole or in part by, a) the Contractor's breach of any term or provision of this contract; or, b) any negligent or willful act or omission of the Contractor, its employees or subcontractors in the performance of this contract. The Contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of RCRA, CERCLA or any similar state enforcement programs under which the government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney's fees or any other requests for monies or any other type of relief arising from or incident to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

6.2 REPORTING REQUIREMENTS

a. If the contractor uses a TSDF, which requires the generator(s) of hazardous waste to register with an out-of-state hazardous waste management facility prior to utilizing the facility, then the contractor must adhere to the requirements of Paragraph 1.1, and DLA Disposition Services Instructions.

b. The contractor shall prepare and provide a Summary Manifest Report, including the completed manifest documents, to the generator through the COR for filing with the state regulator offices. This Summary Manifest Report will be provided in sufficient time to allow the generators to file the reports within the time frames allotted by each state. The required time frame will be established and documented when the Notification of Regulated Waste Activities form is submitted to the generator through the COR (see paragraph 1.1.1.).

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

6.2.2 CONTRACTOR ACCESS TO DLA DISPOSITION SERVICES DISTRIBUTION STANDARD SYSTEM/ULTIMATE DISPOSAL (DSS/UD), PHASE II ONLY

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

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

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

For those contractors that have no experience with DSS/UD, training will be provided by DLA Disposition Services at no additional cost.

6.3 PACKAGING, MARKING AND LABELING

a. The contractor shall package, mark, label and placard all items in such a manner that all applicable Federal, state, and local EPA and DoT regulations are met. Packaging, shipping names, marking, labeling, placarding, etc., under the terms of this contract will be in accordance with 49 CFR. If items must be packaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials. When repackaging is necessary, the contractor shall be responsible for disposal of the original container and for packaging in a manner that complies with all applicable Federal, state, and local EPA and DoT regulations (49 CFR). The contractor shall provide and affix the appropriate placards to each vehicle prior to leaving Government premises.

b. If the contractor elects to package compatible items in the same container, the contractor must provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outermost container. A copy of the packing list must be attached to the manifest. Contractor furnished overpack containers and materials will not be included in the total weight calculations for payment purposes.

c. The contractor shall not package RCRA or state regulated waste together with non-regulated waste

6.4 PLACES OF GOVERNMENT INSPECTION

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

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

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

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

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

6.5 CONTRACTOR REPRESENTATIVE

The contractor shall provide, in the space below, the name and telephone number of at least one responsible individual who will serve to respond to operational problems and emergencies on a twenty-four hour basis.

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

NAME:

TITLE:

PHONE NUMBER:

24 HOUR EMERGENCY NUMBER:

6.6 INCIDENTAL FEES

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

6.7 MANPOWER REPORTING REQUIREMENTS

a. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) for performance of services provided under this contract for DLA Disposition Services Eglin and Keesler via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

b. Reporting inputs will be the labor executed during the period of performance during each Government fiscal year (FY), which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2014. Contractors may direct questions to the help desk at help desk at <http://www.ecmra.mil/>.

7.0 PERIOD OF PERFORMANCE – INCLUDING DISPOSAL AND REMOVAL

a. The Contractor shall begin contract performance upon issuance of each written task order and provide all services listed on the Bid Schedule in accordance with all terms and conditions of this contract. Task orders against this contract may be written for a period of 54 months from date of award.

b. All items shall be removed from the Government facilities within 30 calendar days after issuance of each written task order. Removals, regardless of their performance timeframe, will not commence until the COR/COTR or other Government representative has confirmed the identity of the driver via a current Commercial Driver's License (CDL). Disposal of all items identified in this contract shall be completed as follows; within two hundred twenty-five (225) calendar days after issuance of each written task order for hazardous items with a final disposal method other than destructive incineration. For hazardous items that must be disposed of via destructive incineration, disposal of all items shall be completed within three hundred fifteen (315) calendar days after issuance of each written task order.

c. After issuance of written task order, Management Services CLINs (6600 series CLINs) will be performed within the timeframes specified.

d. All work under this contract, including submittal of all required reports and disposal documentation shall be completed/submitted to the Contracting Officer within two hundred seventy (270) calendar days after issuance of each written task order for hazardous items with a final disposal method other than destructive incineration. For hazardous items which must be

disposed of via destructive incineration, all work under this contract, including submittal of all required reports, and disposal documentation shall be completed/submitted to the Contracting Officer within three hundred sixty (360) calendar days after issuance of each written task order.

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

8.1 SUBMISSION OF DOCUMENTATION TO FACILITATE ACCEPTANCE FOR PAYMENT

a. The contractor shall submit one complete set of documents per task order to allow acceptance for payment, consisting of the following:

1. One DRMS Form 1683-1 for each task order to include all line item numbers from the Task Order (in order) completed through Column 8, except items that undergo final disposal at their first Qualified TSDF must be submitted with complete tracking data (through Column 14 on the DLA Disposition Services Form 1683-1).

2. All signed return shipping papers (manifests or Bills of Lading as appropriate) from Qualified TSDFs authorized to receive the items as per Paragraph 5.1 and Transporters per Paragraph 5.2, a copy of the Compressed Gas Cylinder (CGC) report shall be provided to the COR prior to invoicing. A copy of the CGC report is also to be submitted with the 1683-1 form.

b. The above documentation shall be submitted to:

Hart-Dole-Inouye Federal Center
ATTN: DLA Disposition Services J33
74 Washington Avenue, North
Battle Creek, MI 49037-3092

8.1.1 ACCEPTANCE AND INVOICING

a. For purposes of payment only, all disposal/recycling actions are considered accomplished on the date the items are accepted by the initial, properly permitted, qualified TSDF. For 6000 series CLINs, the services are considered accepted on the date the DLA Disposition Services Office inputs the pickup date into the DLA Disposition Services Distribution Standard System (DSS). Subsequently, the Government shall generate and electronically transmit a Disposal Manifest Report(s) (591) covering all items on the task order within 20 days of receipt of the contractor's original submittal. The contractor will be paid using the Evaluated Receipt Settlement (ERS) process, wherein the Manifest Payment Approval (MPA) will be used as both a goods receipt and an invoice. The contractor will not provide the Paying Office an invoice for services or products provided. Payment to the contractor will be made through Electronic Funds Transfer (EFT) in accordance with the Prompt Payment Act (5 CFR 1315).

For any discrepancies in payment, contact the contracting specialist or contracting officer at DLA Disposition Services assigned to this contract.

8.2. POST-PAYMENT TRACKING

a. The contractor agrees to enter disposal information directly into the DLA Disposition Services DSS for all items on the order as the disposal information is received. For assistance in accessing DSS contact susan.collins@dla.mil.

b. Once the contractor has input disposal information into DSS, notification to the responsible Contract Specialist must be made within 24 hours after order input is complete. Notification to the Contract Specialist can be made by e-mail. The contractor must indicate in the subject line of the email that disposal input into DSS has been completed for specified PIIN (contract and task order number). The contractor must also notify the DLA Disposition Services Tracking Department by email at the following address: Phase2Done@dla.mil.

c. If a discrepancy occurs while inputting into the DSS, the following steps need to be followed:

1. If there is a problem with the pickup information input by the DLA Disposition Services Office, the contractor needs to contact the Contract Specialist for resolution.

2. If a contractual, i.e. a recycling CLIN is not recycled, or a regulatory violation occurs, an email needs to be forwarded to the Contract Specialist with a copy to the DLA Disposition Services Compliance Department at DRMSPhase1_2Problems@dla.mil (Note: there is an underscore between the 1 and 2).

3. A unique or unspecified problem occurs with input into DSS. The contractor should email the DLA Disposition Services Tracking Department with the specifics at DRMSPhase1_2Problems@dla.mil (Note: there is an underscore between the 1 and 2).

d. Input of disposal information into DSS by the disposal contractor will be within 20 calendar days after the waste has been disposed of. By signature on this contract, the contractor certifies the disposal data input into DSS is accurate, complete, and meets all requirements set in this contract.

e. The contractor shall specify in the notification to the Contract Specialist, as indicated in this section, which, if any, of the line items disposed and input into DSS are PCB items. The contractor must provide, to the generator and COR, copies of Certificates of Disposal signed by a responsible disposal facility official for all PCB items on a task order.

f. The Government reserves the right to subsequently review/audit any and all information provided under this clause; this includes all information directly input into DSS by the contractor. Upon being informed of any deficiencies resulting from the Government review/audit, the contractor shall respond with correcting documentation within 10 calendar days. As outlined in *DLAD 52.246-9072 (Addendum to FAR 52.212-4)*, Government Inspection, DLA Disposition Services, also reserves the right to conduct on-site visits to insure compliance with this and all other pertinent security regulations.

g. No paperwork in conjunction with Phase II needs to be submitted to DLA DISPOSITION SERVICES, WITH THE EXCEPTION OF PCB, ITEMS REQUIRING DEMILITARIZATION, and COMPRESSED GAS CYLINDERS (CGC) REQUIREMENTS. Required documentation is listed in the applicable PWS Section. The contractor is still required to maintain a complete audit trail for all waste streams. The contractor shall maintain hard copies of all disposal documentation for a period of six years after FINAL PAYMENT ON THE CONTRACT. This documentation will be made available to the Government upon request.

8.3 REMEDIES FOR NON-COMPLIANCE

a. Failure to submit timely and complete documentation for acceptance of payment on a task order under paragraph (a) above will result in no payment of the entire task order. Payment may be approved upon resubmission of the correct documentation for all line items on the task order. The Government, at the discretion of the Contracting Officer, can utilize other remedies including those indicated below.

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

1. Termination for Cause (FAR 52.212-4)
2. Indemnification (Paragraph 6.1 above)
3. Inspection of Services FAR 52.212-4
4. Cessation of Phase I payments identified in paragraph 4.0 and 8.1 above. The Contracting Officer can elect to cease Phase I payments and revert to delayed payments until after the contractor's submittal of acceptable Phase II final disposal documentation if the contractor's amount of lines with Phase II documentation in overage status exceeds five percent of total lines ordered against the contract within the current contract period. If such a decision is made the Contracting Officer will provide the contractor with 30-calendar days advance notice prior to the cessation of Phase I payments. If all other deliverables are being met in accordance with the contract's Acceptable Performance Levels (APLs), the Contracting Officer retains the right to exercise the follow-on contract option with the delayed payment process in place for that upcoming period of performance. If Phase I payment is stopped and the contractor's performance is satisfactory or better in all other areas of contract deliverables and the margin of lines in overage status consistently falls below five percent within a six-month consecutive timeframe, the Contracting Officer can elect to revert back to payment at Phase I. If payment at Phase I is re-established and the contractor falls back into a pattern of delinquent Phase II submittals the Government can elect to cease payment at Phase I under all other DLA Disposition Services hazardous waste contracts held by the contractor. The Government reserves the right to enforce the aforementioned measure at any point during the performance period of this contract.

5. Not exercising a follow-on option period. During the life of the current contract term and when contemplating the exercise of a follow-on option period, the Contracting Officer can elect to not exercise the pending option if the contractor's amount of lines with Phase

II documentation in overage exceeds five percent of total lines ordered against the contract within the current contract period.

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

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

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

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

(B) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(i) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a

52.212-4 -- Contract Terms and Conditions -- Commercial Items.

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost

accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

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

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate

recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (MAY 2015)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

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

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

 X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved]

 (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

 X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

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

 (10) [Reserved]

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

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

 (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

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

 (13) [Reserved]

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

- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- _X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2014) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- _X_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- _X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- _X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- _X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- _X_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

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

__X__ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

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

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

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

___ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

___ (ii) Alternate I (Jun 2014) of 52.223-13.

___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

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

___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

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

__X__ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

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

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

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

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

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

___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

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

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

(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of Clause)

ADDENDUM TO FAR 52.212-4 – CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

CHANGES

In accordance with FAR 52.212-4(c) (1) Changes in the terms and conditions of this basic contract may be made only by written agreement of the parties. Formal written agreement of parties relative to the following terms and conditions is hereby made through contract acceptance or bilateral contract modification, as applicable. This addendum serves as the formal written agreement of parties authorizing revisions to CLIN weights/quantities for task orders issued against the contract. The weight/quantities for CLINs issued on task orders are estimated therefore task order weights/quantities will frequently require adjustment upward or downward to reflect the actual weight/quantities being removed. Services which are not identified by weight may also require modification to ensure actuals are reflected. The revisions will be adjusted for instances where the Government has underestimated or overestimated the quantities/amount of weight that is required to be removed. In instances of decreasing

weight/quantity, these decreases are not subject to FAR 52.212-4, termination for convenience coverage.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

DFARS [252.203-7000](#), Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

DFARS [252.203-7003](#), Agency Office of the Inspector General (DEC 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

DFARS 252.204-7015 Disclosure of Information to Litigation Support Contractors. (FEB 2014)

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

“Litigation support” means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

"Litigation support contractor" means a contractor (including an expert or technical consultant) providing litigation support under a contract with the Department of Defense that contains this clause.

“Sensitive information” means confidential information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

(b) *Authorized disclosure.* Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received--

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) *Flowdown.* Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(End of clause)

[252.205-7000](#), Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

[252.226-7001](#), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

252.232-7010 Levies on Contract Payments (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide—

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including—

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

[252.243-7002](#), Requests for Equitable Adjustment (DEC 2012) (10 U.S.C. 2410).

[252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10U.S.C. 2631).

[252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

CONTRACTOR ACCESS TO DLA DISPOSITION SERVICES SITES

Contractor personnel requiring frequent access to military installations must have a Common Access Card. The forms (SF 85P, SAAR-DD2875, the DLA Information Assurance General Rules of Behavior, OF306, fingerprint card, and copy of birth certificate, passport or naturalization papers) will be submitted to the address below. Any questions in regards to the forms, or for fingerprint cards, please contact Linda Brown at (269)961-7102 or linda.j.brown@dla.mil.

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

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

DLAD 52.215-9016 NOTICE TO CONTRACTORS AND DEFENSE FINANCE ACCOUNTING SERVICES (DFAS) (NOV 2011)

FAR 52.216-22 - INDEFINITE QUANTITY (OCT 1995)

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 54 months.

DFARS 252.216-7006 - ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of award, through 18 months.

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor— (1) Any order for a single item in excess of \$300,000.00; (2) Any order for a combination of items in excess of \$500,000.00; or (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

FAR 52.217-8 OPTION TO EXTEND SERVICES (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 7 days of ordering period expiration.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 54 months.

CONTRACT MINIMUM/MAXIMUM Feb 2010

(a) This is a firm-fixed price indefinite quantity contract. The minimum for the base period and each of the period options shall be 10 % of the estimated value of the period. The maximum for the base and each of the priced options shall be 200 % of the estimated value of the period.

(b) FAR 52.217-8 allows the Government to unilaterally extend the contract for six (6) months at the end of either the base or any option period. "The per month minimum guarantee under the extension shall be computed by applying the same percentage as above to a monthly estimated price derived from the total estimated value for the period."

FAR 52.223-5 - POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sep 2016. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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

FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

DLAD 52.204-9001 ELECTRONIC ORDER TRANSMISSION (NOV 2011)

Supplies procured through the Defense Logistics Agency (DLA) may be ordered via electronic ordering. Offerors must check one of the following alternatives for paperless order transmission: [] Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through DLA Transaction Services approved value added network (VAN). [] Electronic Mail (email) award notifications containing Web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2012)

(a) *Definition.* “Contracting officer's representative” means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

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

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) *Definition.* “Covered DoD official” is defined in the clause at [252.203-7000](#), Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

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

DLAD 52.201-9001 CONTRACTING OFFICER'S ORDERING REPRESENTATIVES UNDER THE CONTRACT (APR 2013)

(a) Contracting officer's ordering representatives specifically designated for this contract are authorized to place delivery or task orders that are expressly within the terms and conditions of this contract (which for purposes of this clause includes ordering vehicles such as blanket purchase agreements and indefinite delivery purchase orders).

(b) Orders for supplies or services outside the express scope of the contract may only be ordered by the contracting officer's ordering representative if accompanied by a written determination by the DLA contracting officer that the supplies or services are within the scope of the contract. Further limitations on the authority of the contracting officer's ordering representative may be stated elsewhere in the contract or in the letter of designation.

DLAD 52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) The offeror should check here to opt out of this clause:
[] Alternate wording may be negotiated with the Contracting Officer.

DFARS 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that

(1) Has unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that -

(1) It is ☐ is not ☐ a corporation that has unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

DLAD 52.215-9017

(Apr 2008)

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

1. **Schedule of Supplies/Services(Excel Spreadsheet)**
2. **Manifest Tracking Log (DRMS 1683) (MAR 02)**
<http://dispositionservices.hq.dla.mil/newproc/Documents/ManifestTrackingLog.doc>
3. **Certificate of Recycling (APR 2004)**
<http://dispositionservices.hq.dla.mil/newproc/Documents/Cert-apr04.doc>
4. **Disclosure of Lobbying Activities (OCT 00)**
<http://dispositionservices.hq.dla.mil/newproc/Documents/DisclosureofLobbyingActivities.pdf>
5. **DoL Wage Determination (1996-0223) Revision 35, dated 07/08/2015**
<http://www.wdol.gov/wdol/scafiles/non-std/96-0223.sca?v=35>
6. **Report of Compressed Gas Cylinders (INERT AND NON-INERT) (FEB 05)**
<http://dispositionservices.hq.dla.mil/newproc/Documents/cgcrpt.doc>
7. **Compressed Gas Cylinders (JUN 13)**
8. **Evaluation Data for Rejected Cylinders (MAR 06)**
<http://dispositionservices.hq.dla.mil/newproc/Documents/RejectedCylinders.pdf>
9. **Hazardous Waste Profile Sheet (DRMS 1930) (OCT 06)**
<http://dispositionservices.hq.dla.mil/newproc/Documents/DRMS1930.pdf>
10. **Acceptable Performance Levels (APLs) (MAR 08)**
<http://dispositionservices.hq.dla.mil/newproc/Documents/APLs2010.pdf>
11. **Past Performance Information (PPI) Collection Document Part 1**
<http://dispositionservices.hq.dla.mil/newproc/Documents/PPI%20Part%201.pdf>

Past Performance Information (PPI) Collection Document Part 2
<http://dispositionservices.hq.dla.mil/newproc/Documents/PPI%20Part%202.pdf>

Past Performance Information (PPI) Collection Document Part 3
<http://dispositionservices.hq.dla.mil/newproc/Documents/PPI%20Part%203.pdf>
Past Performance Information (PPI) Collection Document Part 4a
<http://dispositionservices.hq.dla.mil/newproc/Documents/PPI%20Part%204A.pdf>

Past Performance Information (PPI) Collection Document Part 4b
<http://dispositionservices.hq.dla.mil/newproc/Documents/PPI%20Part%204B.pdf>

Past Performance Information (PPI) Collection Document Part 4c
<http://dispositionservices.hq.dla.mil/newproc/Documents/PPI%20Part%204C.pdf>

Past Performance Information (PPI) Collection Document Part 5

<http://dispositionservices.hq.dla.mil/newproc/Documents/PPI%20Part%205.pdf>

52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (MAR 2015)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full

compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also

constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a “doing business as” name)

(End of Provision)

FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

DFARS 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DEC 2014)

DFARS 252.209-7999 REPRESENTATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that

(1) Has unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that -

(1) It is ☐ is not ☐ a corporation that has unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

FAR 52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the

public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100

470 L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(NOTE- Paragraphs (d), (e), (g) and (h) are not applicable to this solicitation.)

(End of Provision)

ADDENDUM TO 52.212-1- INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS and FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS

DLAD52.233-9000 AGENCY PROTESTS (NOV 2011)

(a) Companies protesting this procurement may file a protest

- (1) with the Contracting Officer,
- (2) with the Government Accountability Office (GAO), or
- (3) pursuant to Executive Order Number 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

(b) Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order Number 12979."

(c) Defense Logistics Agency (DLA) procedures for Agency Level Protests filed under Executive Order Number 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer. Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

DLAD 52.237-9003 SITE VISIT COORDINATOR (APR 2008)

(a) Interested prospective offerors may make an appointment to visit the site of installation by contacting the site visit coordinator or his or her alternate, during normal work hours/local time at the site. Contact information for the site visit coordinator and his or her alternate is as follows:

Gary Hansen
210-808-1336
Gary.Hansen@dla.mil

(b) Prospective offerors are notified that remarks or explanations provided during a site visit shall not qualify the terms of this solicitation. Unless and until this solicitation is amended in writing, terms of the solicitation and specifications remain unchanged.

(c) Site visitors requiring interpretation or clarification of technical or contractual requirements included in this solicitation are encouraged to submit their questions and any information obtained during the site visit to the Contracting Officer, by contacting the individual identified on the face of the solicitation.

DLA DISPOSITION SERVICES ELECTRONIC PROPOSAL GUIDANCE

You must submit your offer/quote via paperless electronic media (see paragraph (b) below) with the information required by FAR 52.215-1(c), FAR 52.212-1 and DLA Disposition Services Solicitation and Contract Instructions and Information. Offers or quotes submitted in paper form are unacceptable and will be returned. You must submit your electronic proposal and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following acceptable electronic formats:

Files readable using these Microsoft Office® Products: WORD, EXCEL, POWERPOINT, or ACCESS. Spreadsheets must be sent in a file format that includes all formulas, macro and format information. Print image (scanned document that cannot show the calculations) is not acceptable.

Files in Adobe® PDF (Portable Document Format).

Files in HTML (Hypertext Markup Language): HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

Other electronic formats: Before preparing your offer/quote in any other electronic format, you must send an e-mail to the P.O.C. at: michelle.watson@dla.mil to obtain a decision as to the format's acceptability. This e-mail must be received by the P.O.C. no later than ten calendar days before the closing date. Failure to e-mail the P.O.C. within this timeframe to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

Acceptable media: You must submit your offer or quote via CD ROM or E-mail. Identify the software application, and version, that you used to create each file submitted.

CD ROM via U.S. Mail or other carrier: Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c). Your attention is also called to the entirety of that provision—all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s) (one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Submit ONLY ONE (1) of each disk (no additional copies required).

E-MAIL: If you choose to use e-mail, mail your offer/quote to: michelle.watson@dla.mil. Questions, should be emailed directly to the P.O.C. The subject line of the e-mail must read "OFFER/QUOTE – [solicitation number], COMPANY NAME, CLOSES [closing date]." Use only one of the terms OFFER or QUOTE depending on what it is you are submitting.

Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each submission; however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, and 3 of 3." Offers/quotes submitted by E-mail are submitted at the Contractor's risk. DLA DISPOSITION SERVICES cannot guarantee the security of the offer/quote if it is submitted via E-mail.

NOTE: Please select only one medium by which to transmit each submission. For instance, do not submit an offer via CD ROM AND e-mail.

Lateness rules for submitted disks and e-mail submissions are outlined in FAR 52.215-1 and FAR 52.212-1(f). Pay particular attention to the provisions that relate to the timing of e-mail submissions.

Security Note: If you choose to password-protect your offer, you must provide the password to DLA DISPOSITION SERVICES before the closing date. Contact the P.O.C. (identified in paragraph (a)(4)) to arrange a means of providing it.

Electronic submissions must include, as a minimum:

Signature: If submitting a scanned version of a completed SF33/SF18/SF1449 cover sheet, a signature must be present on the document. If you choose to submit your offer/quote on a CD-ROM per 2(a) above (and you do not wish to include a scanned signed copy of the SF33/SF18/SF1449) you must clearly mark the label of the CD with the solicitation number, company name, along with the printed and signed name of person authorized to submit the offer/quote. Authentication for e-mailed submissions is verified by the offeror's return address. E-mail submission received from a third party is not acceptable.

All applicable fill-in provisions.

A statement of agreement to all the terms, conditions, and provisions of this solicitation.

Any other information required by the solicitation.

See FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Offerors shall make every effort to ensure that their submission is virus-free, due to information technology security software currently in use which may block transmission of messages/proposals if the email or attachment(s) contain anything that is suspected of containing viruses or malicious content. Offerors are cautioned to contact the Contracting Officer to verify receipt of their proposal well before the time due for bids, in order to allow time for alternate means of transmission, if needed. Offerors remain responsible for ensuring proposals are received by the Contracting Officer before the specified time, and extensions will not be granted in the event a particular offeror's proposal is found to have been blocked. Submissions (or

portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as “unreadable” per paragraph (f) above.

PROPOSAL SUBMISSION FORMAT AND CONTENT – HAZARDOUS WASTE DISPOSAL SOLICITATIONS (COMMERCIAL/NON-COMMERCIAL)

The following describes the information which must be furnished as part of the proposal and the format in which it must be presented. Proposals which do not provide the required information in the prescribed format may be excluded from further consideration.

(a) **FORMAT:** Proposals shall be submitted in distinctly severable parts consisting of the following volumes: Volume I, Volume II and Volume III. Proposal submissions are required to contain an original and two copies, unless being submitted electronically. Electronic proposal submissions shall consist of one copy, with separately titled files for each volume, as follows:

(1) **VOLUME I:** Proposal Certifications and Price Schedule.

(2) **VOLUME II:** Past Performance Information.

(3) **VOLUME III:** N/A

(b) **MINIMUM CONTENT:**

(1) **VOLUME I** (Proposal Certifications and Price Schedule) shall contain, but not be limited to:

(i) Solicitation cover form completed and signed by an authorized representative on behalf of the offeror, in accordance with DLA Disposition Services - Electronic Proposal Guidance:

a. COMMERCIAL Solicitations- The Standard Form (SF) 1449, Solicitation/ Contract/ Order for Commercial Items.

(ii) The completed schedule of prices for each period of performance, in accordance with the requirements of DLA Disposition Services - Basic and Option Period Unit Pricing.

(iii) The completed DLA Disposition Services - Contractor Representative.

(iv) The offeror’s response for –

a. **COMMERCIAL Solicitations** – 52.212-3, Offeror Representations and Certifications Commercial Items.

(2) **VOLUME II** (Past Performance Information) shall contain the following:

(i) Prepared in accordance with DLA Disposition Services - Past Performance Information, for the offeror’s submission –

a. **PPI Collection Document** – Part 1 (Mandatory for all offerors)

b. PPI Collection Document – Part 2 (Required if applicable, see PPI Collection Document - Part 1 for requirements)

c. PPI Collection Document – Part 3 (Required if applicable, see PPI Collection Document - Part 1 for requirements)

(ii) All other applicable and required PPI Collection Documents for the type(s) of PPI being provided as part of the proposal shall be prepared in accordance with DLA Disposition Services – Past Performance Information, and submitted under separate cover as per the instructions in PPI Collection Document – Part 1

ELECTRONIC (PAPERLESS) PROPOSAL RESPONSE REQUIRED

DLA Disposition Services will not accept paper proposals/offers in response to this solicitation. You are required to submit your offer via electronic media as described in the section marked DLA Disposition Services Electronic Proposal Guidance.

EVALUATION FACTORS –SMALL BUSINESS SET-ASIDE AWARD

Source Selection Method – Best Value (FAR 15.101)

(a) Trade-off Process

Non-price Factors and Price: Award shall be made to the responsible offeror whose proposal conforms to the solicitation and is determined to be the most advantageous to the Government, non-price factors and price considered. The complexity of the required services demands that the offeror possess a proven record of past performance that promotes the probability of performance success and a low risk to the Government. The offer selected as best value will represent the best trade-off to the Government among non-price factors and price. In accordance with FAR 15.304(e), all non-price factors, when combined, will be significantly more important than price. The Government will determine best value on the basis of an assessment of the following factors and significant sub-factors listed in descending order of importance:

(1) Past Performance factor –

The Government will evaluate past performance in accordance with the requirements of DLAD 15.303(90), and DLA Disposition Services - Past Performance Information.

(2) Price factor –

The Government will evaluate the offered prices (FAR 15.304(c)(1)) for price reasonableness in accordance with the requirements of FAR 15.404-1.

(b) Best Value Determination -

After concluding individual offeror evaluations, comparisons will be accomplished between offers to determine which offer represents the best value to the government, non-price factors and price considered.

FAR 52.217-5 -- EVALUATION OF OPTIONS (JULY 1990)

PAST PERFORMANCE INFORMATION (PPI)

The Government will conduct a Performance Confidence Assessment for each offeror based upon submitted current, relevant Past Performance Information (consisting of Past Performance (PP) references) as it relates to the probability of the offeror being able to successfully perform the requirement. The Government's subjective evaluation of the overall quality of an offeror's submitted PPI will be a factor in determining the relative merits of the offeror's proposal, and in selecting for award the offeror whose proposal is considered the best value to the Government.

(a) Requirement for Past Performance Information

(1) The offeror is required to submit PPI that will support a qualitative review of past performance. This information may include PPI submitted for the offeror's (Prime's) firm, and/or the offeror's proposed Principal Subcontractor's firm for the requirement, and/or the offeror's proposed Key Personnel for the requirement. Past performance, as it relates to the Government's review, is defined as reflecting *how well* (quality) the particular Contractor or Key Personnel performed the PP work effort.

a. If the offeror elects to provide Principal Subcontractor PPI, the offeror shall have the Principal Subcontractor submit written consent authorizing the Government to use the firm's PPI for evaluation purposes and to disclose any negative PPI for the firm to the offeror. Such written consent shall be submitted to the Government as part of the PPI Collection Documents provided for the offeror's proposal (see (c) below).

b. Key Personnel are those primary individuals that will work directly on the resultant contract. Offerors are advised to ensure their understanding of this definition, as the Government will only consider for evaluation purposes the PPI of Key Personnel as identified in the PPI Collection Documents submitted for the offeror's proposal (see (c) below).

(2) The Government will evaluate PPI that is current (within three years), and relevant (of same or similar nature) to the requirements of the solicitation. Relevancy considers those aspects of an offeror's past performance that provide the greatest ability to measure whether the offeror will be successful in performing the current requirement. The aspects of relevancy for this acquisition are: location, complexity, scope, and magnitude. How relevant a recent work effort (PP reference) accomplished by the offeror (Prime), and/or the proposed Principal Subcontractor, and/or the proposed Key Personnel, is to the current requirement will be determined by the Government.

(b) Sources for Past Performance Information

(1) PPI may be comprised of Government (Federal, State, or Local) and/or commercial (private) contract awards, or an individual's work history, that demonstrate the offeror (Prime) firm's, and/or the Principal Subcontractor firm's, and/or the Key Personnel's ability to perform the proposed effort. The Government's evaluation of past performance may consider information submitted as part of the offeror's proposal, plus information gathered from Government evaluations or report cards, information obtained regarding the offeror's performance under Small Business Subcontracting Plans and DLA Mentoring Business Agreements that have been incorporated into previous contracts, and information obtained from other sources. Offerors are

authorized to provide in their PPI, information on problems encountered on identified past work efforts, and on their subsequent corrective actions (see (c) below).

(c) Collection of Past Performance Information

- (1) The offeror shall use the Past Performance Information (PPI) Collection Documents, Parts 1 through 5 (Attachments # II - # VII), to collect and/or provide all types of PPI (Offeror/Principal Subcontractor/Key Personnel) being submitted for the offeror's proposal. PPI Collection Document – Part 1 contains instructions for the offeror for collecting and/or providing PPI, and is a mandatory proposal submission under Volume II for all offerors, regardless of the type(s) of PPI being submitted. The offeror is solely responsible for ensuring all required PPI Collection Documents are completed and submitted to the Government by the required due date.
- a. An offeror firm with current, relevant DLA Disposition Services contracts, where no other type of PPI (i.e., non-DLA Disposition Services/Principal Contractor/Key Personnel) is being submitted as part of the offeror's proposal, is required to submit PPI Collection Documents – Parts 1 and 3, only. The Government will collect PPI for the identified contracts via Contractor Performance Assessment Reports (CPARS) obtained from the Past Performance Information Retrieval System (PIRS).
 - i. An offeror with DLA Disposition Services contracts may also submit other types of current, relevant PPI, if available. The offeror shall use the appropriate PPI Collection Documents to submit this additional information.
 - b. An offeror without current, relevant DLA Disposition Services contracts shall submit PPI Collection Document – Part 1, and all other required Parts as applicable to the type(s) of PPI being submitted as part of the offeror's proposal.
 - c. The Government may contact any or all submitted PPI (PP references) directly to verify and/or discuss the submitted information. It is the offeror's responsibility to ensure a PP reference POC is available for contact. If a PP reference POC is not available when contacted, the Government will not be required to notify the offeror, nor be required to make repeated efforts to contact the PP reference POC. Therefore, offerors are strongly encouraged to ensure contact information for a PP reference POC is correct and that the individual is available for the Government to contact.

(d) No Relevant Past Performance Information

- (1) An offeror that has no identifiable record of performance of a same or similar nature to the current requirement may be considered by the Government to have no relevant past performance. In the case of an offeror without an identifiable record of past performance or for whom information on past performance is unavailable (this includes PPI identified by an offeror for the offeror firm, for which the required, corresponding PPI Collection Documents were not received by the Government), the offeror may not be assessed either favorably or unfavorably on Performance Confidence, as the degree of confidence to the Government cannot be adequately determined and is therefore unknown.

CONTRACTOR ACCESS TO DLA DISPOSITION SERVICES SITES

Contractor personnel requiring frequent access to military installations must have a Common Access Card. The forms (SF 85P, SAAR-DD2875, the DLA Information Assurance General Rules of Behavior, OF306, fingerprint card, and copy of birth certificate, passport or naturalization papers) will be submitted to the address below. Any questions in regards to the forms, or for fingerprint cards, please contact Linda Brown at (269)961-7102 or linda.j.brown@dla.mil.

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

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

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ), DLA field activity office(s), or other Federally-controlled facilities. Prior to beginning work on a contract, DLA requires all Contractor personnel working on the Federally-controlled facility to have, at a minimum, an initiated National Agency Check with Written Inquiries (NACI) or NACI equivalent and favorable completion of a Federal Bureau of Investigation (FBI) fingerprint check.

(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD Contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

- (1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent;
- (2) IT-II for an IT position requiring a National Agency check with Law and Credit (NACLC) or NACLC equivalent; and
- (3) IT-III for an IT position requiring a NACI or equivalent.

Note: IT levels will be designated according to the criteria in DoD 5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the Contractor must provide the following information to the respective DLA Intelligence Personnel Security Office immediately upon receipt of the contract. This information must be provided for each Contractor

employee who will perform work on a Federally-controlled facility and/or will require access to Federally-controlled information systems:

- (1) Full name, with middle name, as applicable, with social security number;
 - (2) Citizenship status with date and place of birth;
 - (3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, name of the agency that made the favorable adjudication, and name of the agency that performed the investigation;
 - (4) Company name, address, phone and fax numbers with email address;
 - (5) Location of on-site workstation or phone number if off-site (if known by the time of award); and
 - (6) Delivery order or contract number and expiration date; and name of the Contracting Officer.
- (d) The Contracting Officer will ensure that the Contractor is notified as soon as a determination is made by the assigned or cognizant DLA Intelligence Personnel Security Office regarding acceptance of the previous investigation and clearance level.
- (1) If a new investigation is deemed necessary, the Contractor and Contracting Officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.
 - (2) If the Contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Intelligence Personnel Security Office will relay this information to the Contractor and Contracting Officer for further action. Investigations for Contractor employees requiring access to classified information must be initiated by the Contractor Facility Security Officer (FSO).
 - (3) The Contracting Officer will ensure that the respective DLA Intelligence Personnel Security Office initiates investigations for Contractor employees not requiring access to classified information (i.e., IT or unescorted entry) .
 - (4) It is the Contractor's responsibility to ensure that adequate information is provided and that each Contractor employee completes the appropriate paperwork, as required either by the Contracting Officer or the DLA Intelligence Personnel Security Office, in order to begin the investigation process for the required clearance level.
- (e) The Contractor is responsible for ensuring that each Contractor employee assigned to the position has the appropriate security clearance level.
- (f) The Contractor shall submit each request for IT access and investigation through the Contracting Officer to the assigned or cognizant DLA Intelligence Personnel Security Office. Requests shall include the following information and/or documentation:

- (1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);
- (2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and
- (3) Form FD-258, Fingerprint Card (however, fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office).

(Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic –Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's web-site, www.opm.gov, but hard copies of the forms are not accepted.)

(g) Required documentation, listed above in paragraphs (f) (1) through (3), must be provided by the Contractor as directed by the Contracting Officer to the cognizant DLA Intelligence Personnel Security Office at the time of fingerprinting or prior to the DLA Intelligence Personnel Security Office releasing the investigation to OPM .

(h) Upon completion of the NACI, NACLCL, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by OPM to the appropriate adjudication facility for eligibility determination or the DLA Intelligence Personnel Security Office for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or the Contractor employee has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by OPM to the Department of Defense, Consolidated Adjudications Facility (DoD CAF) or DLA Intelligence Personnel Security Office.

(i) A waiver for IT level positions to allow assignment of an individual Contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual Contractor employee's completed forms, the background investigation has been initiated and favorable FBI fingerprint check has been conducted. The request for a waiver must be approved by the Commander/Director or Deputy Commander/Director of the site. The cognizant DLA Intelligence Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing. The individual Contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.

(j) The requirements of this clause apply to the prime Contractor and any subcontractors the prime Contractor may employ during the course of this contract, as well as any temporary

employees that may be hired by the Contractor. The Government retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the Contracting Officer to conflict with the interests of the Government. If such removal occurs, the Contractor shall assign qualified personnel, with the required investigation, to any vacancy.

(k) All Contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the Contractor employee from Government property and referral to the Contractor for appropriate disciplinary action. Actions taken by the Contractor in response to a violation will be evaluated and will be reflected in the Contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The Contractor may also be required to obtain a Common Access Card (CAC) or Installation Access Badge for each Contractor employee in accordance with procedures established by DLA. When a CAC is required, the Contracting Officer will ensure that the Contractor follows the requirements of Homeland Security Presidential Directive 12 and any other CAC-related requirements in the contract. The Contractor shall provide, on a monthly basis, a listing of all personnel working under the contract that have CACs.

(m) Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a Contractor employee who has been granted a clearance is removed from the contract, the Contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this clause. The substitute may not begin work on the contract without written documentation, signed by the Contracting Officer, stating that the new Contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this clause, (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(o) The following shall be completed for every employee of the Government Contractor working on this contract upon contract expiration. Additionally, the Contractor shall notify the contracting officer immediately in writing whenever a Contractor employee working on this contract resigns, is reassigned, is terminated or no longer requires admittance to the Federally-controlled facility or access to Federally-controlled information systems. When the Contractor employee departs, the Contractor will relay departure information to the cognizant DLA Intelligence Personnel Security Office and the Trusted Agent (TA) that entered the individual into the Trusted Sponsorship System (TASS), so appropriate databases can be updated. The Contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when

applicable, for the necessary security briefing, has returned any Government-furnished equipment, returned the DoD CAC and DLA (or equivalent) badge, returned the DoD CAC and DLA (or equivalent Installation) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) Form 2875. The Contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.

(p) These Contractor security requirements do not excuse the Contractor from meeting the delivery schedule/performance requirements set forth in the contract, or waive the delivery schedule/performance requirements in any way. The Contractor shall meet the required delivery schedule/performance requirements unless the contracting officer grants a waiver or extension.

(q) The Contractor shall not bill for personnel, who are not working on the contract while that Contractor employee's clearance investigation is pending.

(End of Clause)