

AWARD DATA
Orders May Be Placed Through 11/30/2003

Hazardous Waste Material Removal, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

Bureau of Land Management, Oregon State Office

BLM Contract No:

HAC033Q00

Contractor:

Foss Environmental Services Co., 6211 N Ensign St., Portland, OR 97217

BLM contact:

Yuri Yoshida, Contracting Officer, 503-808-6229

Contractor contact:

Bob Keese, 503-283-1150, FAX 503-289-6568

For Technical Proposal, For Section J, Uniform Hazardous Waste Manifest, Generator's Waste Material Profile Sheet, and the List of analysis requirements and required methods of testing.
contact:

Lorrie Gleghorn at 503-808-6230

All amendments have been incorporated into text.

SECTION B - SCHEDULE OF ITEMS

This is a five-year indefinite-delivery, indefinite-quantity requirements type of contract for hazardous waste/materials removal services specified. Offers shall be submitted for all items as listed below. These prices will be used to determine the price of each task order. The quantities listed are the estimated amounts of each task anticipated to be ordered throughout the contract. Offerors shall enter a unit price for each item, then multiply the unit price by the estimated quantity to obtain the total amount.

BASE YEAR - DECEMBER 1, 2002 through NOVEMBER 30, 2003

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price¹</u>	<u>Total Amount</u>
CONTRACTOR PERSONNEL					
<u>Straight time</u>					
A.	Professional	120	HR	\$ <u>72.00</u>	\$ <u>8,640.00</u>
B.	Technical	100	HR	\$ <u>50.00</u>	\$ <u>5,000.00</u>
C.	Laborer	8	HR	\$ <u>25.00</u>	\$ <u>200.00</u>
<u>Overtime</u>					
D.	Professional	100	HR	\$ <u>72.00</u>	\$ <u>7,200.00</u>
E.	Technical	180	HR	\$ <u>60.00</u>	\$ <u>10,800.00</u>
F.	Laborer	20	HR	\$ <u>35.00</u>	\$ <u>700.00</u>
G.	FIELD CHARACTERIZATION	5	TE	\$ <u>12.00</u>	\$ <u>60.00</u>
DISPOSAL					
H.	Landfill, drummed solids, up to 55 gal.	34	DR	\$ <u>310.00</u>	\$ <u>10,540.00</u>
I.	Landfill, drummed solids, over 55 gal.	21	DR	\$ <u>379.00</u>	\$ <u>7,959.00</u>
J.	Landfill, bulk solids	20	TN	\$ <u>72.00</u>	\$ <u>1,440.00</u>
K.	Alternate Fuels, up to 55 gal.	20	DR	\$ <u>186.00</u>	\$ <u>3,720.00</u>
TRANSPORTATION					
L.	To landfill or incinerator (Treatment, Storage, Disposal Facility)	4	CWT	\$ <u>14.00</u>	\$ <u>56.00</u>
M.	To temporary storage site (Washington State only if licensed)	150	MI	\$ <u>1.70</u>	\$ <u>255.00</u>
N.	Pickup up to one ton, without driver	5,500	MI	\$ <u>.54</u>	\$ <u>2,970.00</u>
O.	Truck over one ton, without driver	1,000	MI	\$ <u>1.70</u>	\$ <u>1,700.00</u>

BASE YEAR - DECEMBER 1, 2002 through NOVEMBER 30, 2003

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price¹</u>	<u>Total Amount</u>
EQUIPMENT					
P.	Backhoe/Front End Loader, wheel type, 70-80 horsepower, without operator	2	DA	\$ <u>425.00</u>	\$ <u>850.00</u>
Q.	Hydraulic crane, without operator	1	DA	\$ <u>305.00</u>	\$ <u>305.00</u>
R.	Dozer, 75-105 horsepower, without operator	2	DA	\$ <u>334.00</u>	\$ <u>668.00</u>
S.	Response Trailer	1	DA	\$ <u>200.00</u>	\$ <u>200.00</u>
DRUMS/SUPPLIES					
T.	Drum, Steel, UN1A2, 10 gal. capacity	10	EA	\$ <u>36.00</u>	\$ <u>360.00</u>
U.	Drum, Steel, UN1A2, 30 gal. capacity	15	EA	\$ <u>48.00</u>	\$ <u>720.00</u>
V.	Drum, Steel, UN1A2, 55 gal. capacity	10	EA	\$ <u>50.00</u>	\$ <u>500.00</u>
W.	Drum, Steel, UN1A2, 85 gal. overpack	5	EA	\$ <u>134.00</u>	\$ <u>670.00</u>
PERSONAL PROTECTION EQUIPMENT					
X.	Level C PPE Set, per individual/day	13	EA	\$ <u>60.00</u>	\$ <u>780.00</u>
Y.	Level B PPE Set, per individual/day	4	EA	\$ <u>150.00</u>	\$ <u>600.00</u>
Z.	Level A PPE Set, per individual/day	1	EA	\$ <u>175.00</u>	\$ <u>175.00</u>
WASTE PROFILE					
AA.	Generator's Waste Material Profile Sheet	5	EA	\$ <u>100.00</u>	\$ <u>500.00</u>
TOTAL ITEMS A - AA (ALL OR NONE)					<u><u>\$ 67,568.00</u></u>

¹ = Price shall include overhead, G & A and profit.

HR = hour

TE = test

DR = drum

TN = ton

CWT = hundredweight

MI = mile

DA = day

EA = each

UN1A2 = US Dept. of Transportation designation for
"UN" standard disposal drum

PPE Levels A-C = OSHA classifications for safety levels of a
suspected hazmat site.

SECTION B - SCHEDULE OF ITEMS

Contract No. HAC033Q00

OPTION YEAR 1- DECEMBER 1, 2003 through NOVEMBER 30, 2004

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price¹</u>	<u>Total Amount</u>
CONTRACTOR PERSONNEL					
A.	Professional	120	HR	\$ _____	\$ _____
B.	Technical	100	HR	\$ _____	\$ _____
C.	Laborer	8	HR	\$ _____	\$ _____
<u>Overtime</u>					
D.	Professional	100	HR	\$ _____	\$ _____
E.	Technical	180	HR	\$ _____	\$ _____
F.	Laborer	20	HR	\$ _____	\$ _____
G.	FIELD CHARACTERIZATION	5	TE	\$ _____	\$ _____
DISPOSAL					
H.	Landfill, drummed solids, up to 55 gal.	34	DR	\$ _____	\$ _____
I.	Landfill, drummed solids, over 55 gal.	21	DR	\$ _____	\$ _____
J.	Landfill, bulk solids	20	TN	\$ _____	\$ _____
K.	Alternate Fuels, up to 55 gal.	20	DR	\$ _____	\$ _____
TRANSPORTATION					
L.	To landfill or incinerator (Treatment, Storage, Disposal Facility)	4	CWT	\$ _____	\$ _____
M.	To temporary storage site (Washington State only if licensed)	150	MI	\$ _____	\$ _____
N.	Pickup up to one ton, without driver	5,500	MI	\$ _____	\$ _____
O.	Truck over one ton, without driver	1,000	MI	\$ _____	\$ _____
EQUIPMENT					
P.	Backhoe/Front End Loader, wheel type, 70-80 horsepower, without operator	2	DA	\$ _____	\$ _____
Q.	Hydraulic crane, without operator	1	DA	\$ _____	\$ _____
R.	Dozer, 75-105 horsepower, without operator	2	DA	\$ _____	\$ _____
S.	Response Trailer	1	DA	\$ _____	\$ _____

OPTION YEAR 1 - DECEMBER 1, 2003 through NOVEMBER 30, 2004

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price¹</u>	<u>Total Amount</u>
DRUMS/SUPPLIES					
T.	Drum, Steel, UN1A2, 10 gal. capacity	0	EA	\$ _____	\$ _____
U.	Drum, Steel, UN1A2, 30 gal. capacity	15	EA	\$ _____	\$ _____
V.	Drum, Steel, UN1A2, 55 gal. capacity	10	EA	\$ _____	\$ _____
W.	Drum, Steel, UN1A2, 85 gal. overpack	5	EA	\$ _____	\$ _____
PERSONAL PROTECTION EQUIPMENT					
X.	Level C PPE Set, per individual/day	13	EA	\$ _____	\$ _____
Y.	Level B PPE Set, per individual/day	4	EA	\$ _____	\$ _____
Z.	Level A PPE Set, per individual/day	1	EA	\$ _____	\$ _____
WASTE PROFILE					
AA.	Generator's Waste Material Profile Sheet	5	EA	\$ _____	\$ _____
TOTAL ITEMS A - AA (ALL OR NONE)					\$ _____

¹ = Price shall include overhead, G & A and profit.

HR = hour

TE = test

DR = drum

TN = ton

CWT = hundredweight

MI = mile

DA = day

LS = lump sum

EA = each

UN1A2 = US Dept. of Transportation designation for "UN" standard disposal drum

PPE Levels A-C = OSHA classifications for safety levels of a suspected hazmat site.

OPTION YEAR 2 - DECEMBER 1, 2004 through NOVEMBER 30, 2005

Item No.	Description	Est. Qty.	Unit	Unit Price ¹	Total Amount
CONTRACTOR PERSONNEL					
<u>Straight time</u>					
A.	Professional	120	HR	\$ _____	\$ _____
B.	Technical	100	HR	\$ _____	\$ _____
C.	Laborer	8	HR	\$ _____	\$ _____
<u>Overtime</u>					
D.	Professional	100	HR	\$ _____	\$ _____
E.	Technical	180	HR	\$ _____	\$ _____
F.	Laborer	20	HR	\$ _____	\$ _____
G.	FIELD CHARACTERIZATION	5	TE	\$ _____	\$ _____
DISPOSAL					
I.	Landfill, drummed solids, up to 55 gal.	34	DR	\$ _____	\$ _____
I.	Landfill, drummed solids, over 55 gal.	21	DR	\$ _____	\$ _____
J.	Landfill, bulk solids	20	TN	\$ _____	\$ _____
K.	Alternate Fuels, up to 55 gal.	20	DR	\$ _____	\$ _____
TRANSPORTATION					
L.	To landfill or incinerator (Treatment, Storage, Disposal Facility)	4	CWT	\$ _____	\$ _____
N.	To temporary storage site (Washington State only if licensed)	150	MI	\$ _____	\$ _____
N.	Pickup up to one ton, without driver	5,500	MI	\$ _____	\$ _____
O.	Truck over one ton, without driver	1,000	MI	\$ _____	\$ _____
EQUIPMENT					
P.	Backhoe/Front End Loader, wheel type, 70-80 horsepower, without operator	2	DA	\$ _____	\$ _____
Q.	Hydraulic crane, without operator	1	DA	\$ _____	\$ _____
R.	Dozer, 75-105 horsepower, without operator	2	DA	\$ _____	\$ _____
S.	Response Trailer	1	DA	\$ _____	\$ _____

OPTION YEAR 2 - DECEMBER 1, 2004 through NOVEMBER 30, 2005

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price¹</u>	<u>Total Amount</u>
DRUMS/SUPPLIES					
U.	Drum, Steel, UN1A2, 10 gal. capacity	0	EA	\$ _____	\$ _____
U.	Drum, Steel, UN1A2, 30 gal. capacity	15	EA	\$ _____	\$ _____
V.	Drum, Steel, UN1A2, 55 gal. capacity	10	EA	\$ _____	\$ _____
AA.	Drum, Steel, UN1A2, 85 gal. overpack	5	EA	\$ _____	\$ _____
PERSONAL PROTECTION EQUIPMENT					
BB.	Level C PPE Set, per individual/day	13	EA	\$ _____	\$ _____
CC.	Level B PPE Set, per individual/day	4	EA	\$ _____	\$ _____
DD.	Level A PPE Set, per individual/day	1	EA	\$ _____	\$ _____
WASTE PROFILE					
AA.	Generator's Waste Material Profile Sheet	5	EA	\$ _____	\$ _____
TOTAL ITEMS A - AA (ALL OR NONE)					\$ _____

¹ = Price shall include overhead, G & A and profit.

HR = hour

TE = test

DR = drum

TN = ton

CWT = hundredweight

MI = mile

DA = day

LS = lump sum

EA = each

UN1A2 = US Dept. of Transportation designation for "UN" standard disposal drum

PPE Levels A-C = OSHA classifications for safety levels of a suspected hazmat site.

OPTION YEAR 3 - DECEMBER 1, 2005 through NOVEMBER 30, 2006

Item No.	Description	Est. Qty.	Unit	Unit Price ¹	Total Amount
CONTRACTOR PERSONNEL					
<u>Straight time</u>					
A.	Professional	120	HR	\$ _____	\$ _____
B.	Technical	100	HR	\$ _____	\$ _____
C.	Laborer	8	HR	\$ _____	\$ _____
<u>Overtime</u>					
D.	Professional	100	HR	\$ _____	\$ _____
E.	Technical	180	HR	\$ _____	\$ _____
F.	Laborer	20	HR	\$ _____	\$ _____
G.	FIELD CHARACTERIZATION	5	TE	\$ _____	\$ _____
DISPOSAL					
H.	Landfill, drummed solids, up to 55 gal.	34	DR	\$ _____	\$ _____
I.	Landfill, drummed solids, over 55 gal.	21	DR	\$ _____	\$ _____
J.	Landfill, bulk solids	20	TN	\$ _____	\$ _____
K.	Alternate Fuels, up to 55 gal.	20	DR	\$ _____	\$ _____
TRANSPORTATION					
L.	To landfill or incinerator (Treatment, Storage, Disposal Facility)	4	CWT	\$ _____	\$ _____
M.	To temporary storage site (Washington State only if licensed)	150	MI	\$ _____	\$ _____
N.	Pickup up to one ton, without driver	5,500	MI	\$ _____	\$ _____
O.	Truck over one ton, without driver	1,000	MI	\$ _____	\$ _____
EQUIPMENT					
P.	Backhoe/Front End Loader, wheel type, 70-80 horsepower, without operator	2	DA	\$ _____	\$ _____
Q.	Hydraulic crane, without operator	1	DA	\$ _____	\$ _____
R.	Dozer, 75-105 horsepower, without operator	2	DA	\$ _____	\$ _____
S.	Response Trailer	1	DA	\$ _____	\$ _____

OPTION YEAR 3- DECEMBER 1, 2005 through NOVEMBER 30, 2006

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price¹</u>	<u>Total Amount</u>
DRUMS/SUPPLIES					
V.	Drum, Steel, UN1A2, 10 gal. capacity	0	EA	\$ _____	\$ _____
U.	Drum, Steel, UN1A2, 30 gal. capacity	15	EA	\$ _____	\$ _____
V.	Drum, Steel, UN1A2, 55 gal. capacity	10	EA	\$ _____	\$ _____
EE.	Drum, Steel, UN1A2, 85 gal. overpack	5	EA	\$ _____	\$ _____
PERSONAL PROTECTION EQUIPMENT					
FF.	Level C PPE Set, per individual/day	13	EA	\$ _____	\$ _____
GG.	Level B PPE Set, per individual/day	4	EA	\$ _____	\$ _____
HH.	Level A PPE Set, per individual/day	1	EA	\$ _____	\$ _____
WASTE PROFILE					
AA.	Generator's Waste Material Profile Sheet	5	EA	\$ _____	\$ _____
TOTAL ITEMS A - AA (ALL OR NONE)					\$ _____ =====

¹ = Price shall include overhead, G & A and profit.

HR = hour

TE = test

DR = drum

TN = ton

CWT = hundredweight

MI = mile

DA = day

LS = lump sum

EA = each

UN1A2 = US Dept. of Transportation designation for "UN" standard disposal drum

PPE Levels A-C = OSHA classifications for safety levels of a suspected hazmat site.

OPTION YEAR 4 - DECEMBER 1, 2006 through NOVEMBER 30, 2007

Item No.	Description	Est. Qty.	Unit	Unit Price ¹	Total Amount
CONTRACTOR PERSONNEL					
<u>Straight time</u>					
A.	Professional	120	HR	\$ _____	\$ _____
B.	Technical	100	HR	\$ _____	\$ _____
C.	Laborer	8	HR	\$ _____	\$ _____
<u>Overtime</u>					
D.	Professional	100	HR	\$ _____	\$ _____
E.	Technical	180	HR	\$ _____	\$ _____
F.	Laborer	20	HR	\$ _____	\$ _____
G.	FIELD CHARACTERIZATION	5	TE	\$ _____	\$ _____
DISPOSAL					
H.	Landfill, drummed solids, up to 55 gal.	34	DR	\$ _____	\$ _____
II.	Landfill, drummed solids, over 55 gal.	21	DR	\$ _____	\$ _____
J.	Landfill, bulk solids	20	TN	\$ _____	\$ _____
K.	Alternate Fuels, up to 55 gal.	20	DR	\$ _____	\$ _____
TRANSPORTATION					
L.	To landfill or incinerator (Treatment, Storage, Disposal Facility)	4	CWT	\$ _____	\$ _____
N.	To temporary storage site (Washington State only if licensed)	150	MI	\$ _____	\$ _____
N.	Pickup up to one ton, without driver	5,500	MI	\$ _____	\$ _____
O.	Truck over one ton, without driver	1,000	MI	\$ _____	\$ _____
EQUIPMENT					
P.	Backhoe/Front End Loader, wheel type, 70-80 horsepower, without operator	2	DA	\$ _____	\$ _____
Q.	Hydraulic crane, without operator	1	DA	\$ _____	\$ _____
R.	Dozer, 75-105 horsepower, without operator	2	DA	\$ _____	\$ _____
S.	Response Trailer	1	DA	\$ _____	\$ _____

OPTION YEAR 4 - DECEMBER 1, 2006 through NOVEMBER 30, 2007

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price¹</u>	<u>Total Amount</u>
DRUMS/SUPPLIES					
W.	Drum, Steel, UN1A2, 10 gal. capacity	0	EA	\$ _____	\$ _____
U.	Drum, Steel, UN1A2, 30 gal. capacity	15	EA	\$ _____	\$ _____
V.	Drum, Steel, UN1A2, 55 gal. capacity	10	EA	\$ _____	\$ _____
II.	Drum, Steel, UN1A2, 85 gal. overpack	5	EA	\$ _____	\$ _____
PERSONAL PROTECTION EQUIPMENT					
JJ.	Level C PPE Set, per individual/day	13	EA	\$ _____	\$ _____
KK.	Level B PPE Set, per individual/day	4	EA	\$ _____	\$ _____
LL.	Level A PPE Set, per individual/day	1	EA	\$ _____	\$ _____
WASTE PROFILE					
AA.	Generator's Waste Material Profile Sheet	5	EA	\$ _____	\$ _____
TOTAL ITEMS A - AA (ALL OR NONE)					\$ _____

¹ = Price shall include overhead, G & A and profit.

HR = hour

TE = test

DR = drum

TN = ton

CWT = hundredweight

MI = mile

DA = day

LS = lump sum

EA = each

UN1A2 = US Dept. of Transportation designation for "UN" standard disposal drum

PPE Levels A-C = OSHA classifications for safety levels of a suspected hazmat site.

EVALUATION FOR AWARD

Award will be made on an all or none basis in accordance with Section L, Instructions, Conditions and Notices to Offeror, Clause 52.215-1, Instructions to Offerors--Competitive Acquisition and Section M, Evaluation and Award Factors.

All work will be ordered by task orders prior to November 30, 2007. The Sample Task Order included in Section J is given for illustration only.

The minimum guarantee is \$25,000. The total value of the contract will not exceed \$600,000.

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 TASK ORDER LIMITATIONS, AND 52.216-22 INDEFINITE QUANTITY.

Liability Insurance is required. See Section I.

CONTRACTOR SHALL PROVIDE A TECHNICAL PROPOSAL IN ACCORDANCE WITH THE FORMAT AND CONTENT AS OUTLINED IN SECTION L.

SECTION C - STATEMENT OF WORK

C.1.0 GENERAL

C.1.1 Background

The hazardous materials management program in Oregon/Washington has experienced an increasing number of emergency removals of hazardous material and petroleum products from Bureau of Land Management (BLM) land and facilities during the past few years. During the past year, there have been numerous incidents and most commonly these involve pesticides, solvents, PCB, heavy metals and drug lab waste. In the majority of cases these incidents involve containers near a road side or suspicious trash piles and occasionally loose material is involved. This hazardous material often presents an imminent threat to the public health and safety of individuals or significantly threatens natural resources. As a result, time is often a critical factor in responding to these types of incidents.

To protect public health and safety, BLM is authorized to act under The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA: Section 104 (a) and (b)) to provide removal action at the site of a release or threat of release of hazardous substances, pollutants or contaminants. Such actions must be fully consistent with the National Contingency Plan and the transport, storage and disposal provisions of the Resource Conservation and Recovery Act (RCRA) and Hazardous Materials Transportation Act as they apply to hazardous waste and all other applicable Federal or state laws.

C.1.2 Description of the work

The Contractor shall provide all personnel, materials, services, and equipment necessary to identify possible hazardous materials and maintain a legally defensible chain of custody. The material may be infectious, radioactive, toxic, flammable, reactive, or corrosive. If the Contractor determines that unknown material left on the public lands is hazardous, the Contractor shall, with BLM's approval, neutralize, collect, contain, remove to a proper storage area, and dispose of the hazardous material.

The BLM must comply with EPA, Oregon Department of Environmental Quality (DEQ) and Washington Department of Ecology (DOE) requirements of site sampling for hazardous constituents at sites for any emergency release. However, time is of the essence in collecting these samples. The Contractor must collect samples using current EPA and DEQ/DOE protocols and EPA and DEQ/DOE-approved quality assurance/quality control (QA/QC) procedures. Samples may be taken of surface and/or ground water, surface and/or subsurface soils, sediments, matter, and air. All samples must be analyzed and a report furnished. The report shall include the results of the sample(s) and interpretations of the results as to the effect on the health of people and effect on the environment. In some cases the analysis must be done by a

laboratory certified by EPA under the Certified Laboratory Program (CLP) and the reports shall include a complete CLP report.

The Contractor may be required to serve as an expert witness for the benefit of the government during court hearings or trials and/or give deposition(s) for court hearings and/or trials.

C.1.3 Scope of work

C.1.3.1 Work is to be performed on BLM lands and facilities administered by BLM within the geographical boundaries of Oregon and Washington. The Contractor shall provide a 24-hour emergency telephone number for use in initiating a response, site sampling, gathering technical information relating to containment, or stabilization of emergency incidents.

C.1.3.2 The Contractor shall perform whatever emergency measures are needed to control, contain, collect, analyze, cleanup, dispose, transport to a proper storage area, or decontaminate the hazardous material in an efficient cost-effective manner. In addition, the Contractor shall provide follow-up technical assistance and/or technical advice to complete the response. Actions may include additional visits to the site for further removal actions, sampling, and report writing. Actions taken by the Contractor shall be coordinated through and approved by the Contracting Officer (CO).

C.1.3.3 Unless otherwise specified, the Contractor shall adhere to standard field sampling and laboratory QA/QC, except when collecting, handling, transporting, and analyzing samples requiring CLP procedures. Those samples shall be processed according to EPA publication "Test Methods for Evaluating Solid Waste," (SW-846, 3rd Edition - Vols. 1a-1c and 2).

C.1.3.4 The Contractor shall provide site supervision and be responsible for taking necessary safety precautions to protect its own employees and the public's health and safety in accordance with applicable laws and regulations.

C.1.3.5 The Contractor shall recommend appropriate actions to restore the site to applicable or appropriate and relevant standards (ARARS, per EPA terminology) and conform with the National Contingency Plan and other applicable laws. Contractor shall perform the site restoration when it is within the scope of the contract and approved by the Government.

C.1.3.6 When requested, the Contractor shall collect and package materials which may lead to the identity of potentially responsible party for the materials on the site, and relinquish that material to an authorized BLM law enforcement official at the site.

C.2.0 DEFINITIONS

Alternate fuels - Flammable materials such as paints, oils and solvents that are usually sent to kilns for disposal by incineration.

Hazardous material - A generic term that includes: Hazardous substance (CERCLA section 101), hazardous waste (RCRA section 1004), hazardous chemical substance, toxic substance, pollutant or contaminant and imminently hazardous chemical substances or mixtures (Toxic Substance Control Act (TSCA) Section 7f).

Hazardous waste - As defined in EPA regulations 40 CFR 261.3.

Imminent threat condition - A situation in which there is a high probability that hazardous materials exposure to the public, waterways or other sensitive natural resources may occur.

Laborer (Contractor personnel) - Personnel conducting support tasks in a hazardous materials response including, but not limited to, the following: equipment operator, remediation technician/laborer, truck driver. Tasks would require proficiency in skills gained while on-the-job or may include formal training.

Professional (Contractor personnel) - Contractor's lead person on a response, usually holding a 4-year college degree and often with a Masters of Science or even Ph.D. Such personnel usually are classified as any of the following: project/program or senior manager, civil engineer, geologist, hydrogeologist, chemist, toxicologist, environmental scientist or biologist.

Representative sample - A sample that contains all parts of the whole in the same proportions as the whole.

Response trailer - Cargo device used by the response team to transport necessary equipment on a hazardous materials response that cannot be carried in vehicles already being used in the response, such as pickup trucks. Response trailers usually include items such as spill booms and extra containment materials.

Technical (Contractor personnel) - Response personnel specially trained and possessing skills required for conducting hazardous materials responses. Training shall meet EPA and state regulatory requirements. Such personnel are usually classified as any of the following: field chemist, engineering/environmental technician, remediation supervisor or foreman.

Treatment, storage, disposal facility (TSDF) - A facility permitted by the Environmental Protection Agency (EPA) to receive, treat, store, and/or dispose of hazardous material.

C.3.0 CONTRACTOR-FURNISHED SERVICES

The Contractor shall furnish all labor, equipment, supervision, transportation,

materials and deliverables (except Government-furnished items specified below) and incidentals necessary to sample, analyze profile for waste material, overpack, label and number containers, provide temporary storage (when authorized), prevent further contamination, decontaminate the site, and transport hazardous waste for disposal as well as on occasion collect evidentiary material when requested by the Government, and testify in court when needed. These actions shall be in accordance with all Federal, state and local regulations, including but not limited to, CERCLA, RCRA, OSHA and equivalent state laws.

C.4.0 GOVERNMENT-FURNISHED SERVICES/ITEMS

C.4.1 Map - Map of incident site location.

C.4.2 Description of container, waste and vehicle

C.4.2.1 Description of containers suspected of containing hazardous materials, i.e., size, number, shape, construction, label information.

C.4.2.2 Color of leaking liquid, presence of odors or visible vapors and gases.

C.4.2.3 If a vehicle is involved, manifest or placard information.

C.4.3 Access description - Description of topography/terrain, type of vehicle required to get to the site, etc. and possible security measures needed.

C.4.4 Performance time - Response date and time with estimate of time required to perform all required activities of the response. Will include an indication of the emergency status of tasks. Determine whether overtime work is required. Overtime must be preauthorized by the Contracting Officer.

C.4.5 Identification Number - BLM district temporary DEQ or EPA identification number.

C.4.6 Transportation and Disposal of non-hazardous substances - If materials found are identified as nonhazardous, the government will remove and/or dispose of the material, including empty any chemical containers.

C.4.7 Sampling Plan - Approval of Contractor furnished sampling plan.

C.4.8 Temporary Storage - Temporary storage of hazardous materials on a BLM site only if the Contractor cannot legally provide temporary storage.

C.4.9 Collection of Evidence - Materials and equipment needed for the collection of evidence that may lead to the identification of potentially responsible parties.

C.4.10 Contact Person - name and phone number of local Contracting Officer's Representative (COR) who will serve as technical point of contact.

C.5.0 SPECIFIC TASKS

The Contractor shall perform the hazardous material removal actions as specified in individual task orders. Activities shall include but are not limited to the following:

C.5.1 Complete a daily log

Keep a daily log for each response in a bound notebook with sequentially numbered pages. All entries shall include the date and time, and each page shall be signed and dated at the bottom. The daily log shall contain a time line of each activity performed, starting with the placement of the order, including field notes, and ending with the transportation of the hazardous waste to the TSDF. Daily logs shall be provided to the COR at the completion of each task order.

C.5.2 Respond to emergencies

C.5.2.1 Respond to hazardous waste incidents within twenty four (24) hours of notification by the COR or within twelve (12) hours for imminent threat conditions, or as mutually agreed upon by both parties and specified in the task order. Accomplish all work in a safe manner and in accordance with applicable OSHA standards including 29 CFR 1910.120 and 1926 subpart O, local and state safety regulations.

C.5.2.2 Secure the site, if necessary, to minimize public exposure or spread of contamination. This may include setting barricades, fencing, placing of plastic sheeting, signing and/or guarding the site until decontamination is completed.

C.5.3 Sample hazardous waste

C.5.3.1 Conduct field hazard characterization (including, but not limited to pH, reactivity, inflammability, corrosivity, or radioactivity).

C.5.3.2 Take two (2) representative samples from each container. Each sample container shall be labeled with the container number, time, date, location, and signature of sampler, using a permanent marker. Care shall be taken to prevent further contamination of the site.

C.5.3.3 If soil contamination is suspected, take soil samples to determine the extent of contamination. Remove contaminated soil and properly dispose of it as approved by the EPA and DEQ/DOE. Identify suspected areas of soil contamination on the ground by flagging or other means at time of sampling.

C.5.3.4 If the incident is near a water source, water samples may be required to determine whether the water is contaminated. If the water is contaminated, the Contractor may be required to implement emergency measures to prevent further contamination.

C.5.3.5 Perform any additional sampling required. Additional QA/QC may be required based

on intended use of the sample results.

C.5.4 Evidence collection

Upon request by a BLM law enforcement official, perform the following:

C.5.4.1 Take photographs of the site interior per instructions of the law enforcement official.

C.5.4.2 Bag, label and sign for the evidence.

C.5.4.3 Provide interviews, sworn statements and testify in a court(s) of law in support of judicial proceedings.

C.5.5 Overpack

Overpack all hazardous waste containers in accordance with Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA) regulations, and Department of Transportation (DOT) requirements and place an appropriate EPA and DOT label on each container. Each overpack shall be marked with the original container number(s) and listing of contents with a permanent marker.

C.5.6 Transportation

C.5.6.1 Transport hazardous waste material to a secure temporary storage location and to a TSDF. Transportation must conform to all applicable DOT placarding, packaging and labeling requirements. All containers transported to temporary storage and samples taken must have a chain of custody record established. Each container shall have a separate record indicating location where sample was taken, name and signature of person accepting custody, container/sample number and date.

C.5.6.2 Transport to a BLM-selected TSDF within ninety (90) calendar days after samples are identified as hazardous waste.

C.5.6.3 Complete Uniform Hazardous Waste Manifest prior to transporting hazardous waste to a TSDF (see Section J). Manifests must clearly state contract number and task order number in the upper right hand corner. Provide Land Disposal Restriction (LDR) forms for all manifested waste.

C.5.6.4 Notify the Government official identified in the task order 24-hours prior to transporting the waste to a TSDF.

C.5.6.5 In the event waste is repackaged in a manner that requires revision to the manifest, notify the Government official identified in the task order prior to shipping the waste to a TSDF.

C.5.7 Analyze samples

C.5.7.1 Analyze laboratory samples to determine hazardous status and treatment or disposal method and complete an accurate Waste Profile of samples (See Section J).

C.5.7.2 Refer to Section J for types of analysis possible and required test methods. Provide original laboratory analysis report.

C.5.8 Recycle

C.5.8.1 Recycle all items allowed by DEQ Universal Waste Rule and EPA regulations, i.e., hazardous materials, glassware plastic items, and petroleum products.

C.5.8.2 Document items recycled and support the list with receipts.

C.5.8.3 The Contractor may not sell or reissue recyclable items to a source that would result in its reentering the system of illegal drug manufacturing or other unauthorized/non-permitted use.

SECTION D - PACKAGING AND MARKING

D.1.0 PACKAGING MARKING AND LABELING

D.1.1 The Contractor shall package, mark, label and load all items in such a manner that applicable Federal, state and local governmental, EPA and DOT regulations are met. If over packed items must be repackaged for proper shipment, the Contractor shall perform such repackaging and furnish all required material. When repackaging is necessary, the Contractor shall be responsible for disposal of the original container and packaging in a manner that complies with all applicable Federal, state, and local EPA and DOT regulations. The Contractor shall also provide and affix the appropriate placards to each vehicle prior to leaving Government premises.

D.1.2 As directed by a BLM law enforcement official, the Contractor shall package, bag, or otherwise contain, mark, label, and sign items to be used as evidence that might lead to the identity of potentially responsible parties.

SECTION E - INSPECTION/ACCEPTANCE/PAYMENT

INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. 52.246-6 (MAY 2001)

(a) Definitions. As used in this clause-

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials" includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to

exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

- (g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-
- (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for default.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.1.0 INSPECTION

The Government will perform one hundred (100) percent inspection and approve required deliverables to ensure that all contract specifications have been met.

E.2.0 ACCEPTANCE

Final inspection and acceptance of all services and deliverables to be provided under each task order will be made by the Government upon receipt of the completed manifest.

E.3.0 CEILING PRICE

The total cost to the Government for the performance of this contract shall not exceed the ceiling prices set forth in each task order.

E.4.0 PAYMENT

E.4.1 General

E.4.1.1 Payment will be made for work inspected and accepted at applicable contract prices for each task order.

E.4.1.2 Vouchers for payment may be submitted either after completion of field work or upon completion of all work required under a task order.

E.4.1.3 The Contracting Officer will withhold 5 percent of the amounts due when a progress payment is made under a task order.

E.4.2 Travel

E.4.2.1 Per diem will be paid in accordance with the Federal Civilian Employee and Contractor Travel Expense Act of 1985. Public Law 99-234 specifies, "... costs incurred by Contractor personnel for travel, including costs of lodging, other subsistence, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed the rates and amounts set by subchapter I of Chapter 57 of Title 5, United States Code, or by the Administrator of General Services or the President (or his designee) pursuant to any revision of such subchapter." The Federal Travel Regulations (FTR), prescribed by the General Services Administration apply in this instance, and their coverage are now incorporated by reference in FAR 31.205-46. Copies of the FTR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20240, Stock No. 922-002-00000-.2

E.4.2.2 For all task orders under this contract, the per diem rate to be paid will be no more than the rate specified in the FTR for the location or locations to which Contractor personnel must travel in performance of the work.

E.4.2.3 When the cost of overnight lodging is claimed, a copy of the lodging bill shall be submitted with the invoice.

E.4.3 Expert testimony in court or other contractor time devoted to preparation of information for appearances in court shall be ordered under a task order and paid for under the Contractor Personnel Items A-G on the Schedule of Items, as appropriate.

E.4.4 Item J, Landfill, bulk solids - Disposal of bulk solids in DEQ/DOE-approved landfills shall be paid for on a ton basis, as measured by the disposal station. Receipts issued

by the disposal station showing the final amount of wastes disposed shall be submitted along with the Contractor's invoice for payment.

- E.4.5 Item M, Transport to Temporary Storage - Payment for transport of removed hazardous materials to a temporary storage site will be paid on per mile basis.
- E.4.6 Items P-S, Equipment - Equipment used shall be paid for on a daily basis. For purposes of measurement, a day is defined as any period lasting 6-12 hours of equipment use, including mobilization time to and from the site from the plant where the equipment is normally stationed. Periods lasting 0-6 hours will be paid at half the daily rate. Costs for post-response decontamination of the Contractor's equipment shall also be included in the daily rate.
- E.4.7 Recycling - Any costs or proceeds from recycling activity shall be identified separately on the invoice. Proceeds from recycling activity shall be credited to the Government.
- E.4.8 Subcontracting - Costs charged for subcontract work shall be supported with the invoice submitted by the subcontractor to the Contractor. Reasonable and allocable material handling costs incurred administering subcontracts, such as testing and incineration, shall be billed under the regular labor categories specified in the Schedule. Refer to Section I, Clause 52.232-7 entitled, Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2002).
- E.5.0 INVOICES

Invoices shall be submitted to the address specified in the task order.

SECTION F - DELIVERIES OR PERFORMANCE

52.211-18 VARIATION IN ESTIMATED QUANTITY

(APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

F.1.0 CONTRACT TIME

The Contractor shall begin work within [1] calendar days from the effective date of the notice to proceed. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in the Schedule of Items.

F.2.0 PROGRESS PLAN

At the prework conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the contract performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of contract performance time. The unit sequence work schedule will be determined by the COR at the prework conference and may be subject to change because of normal variations in weather conditions at no change in contract time or price.

SECTION F - DELIVERIES OR PERFORMANCE

F.3.0 DELIVERABLES

The following items, if required within the task order, shall be submitted to the Government by completion of task order activities.

A site-specific Safety plan, including any required contingency plan(s) (H.5.0)

Sampling plan (C.5.3)

Field characterization report (C.5.3.1)

Original laboratory analysis report (C.5.3.5)

Waste material profile sheet (C.5.7)

Receipt from recycle location for recycled items (C.5.8)

Initial and Final copies of Uniform Waste Material Manifest (C.5.6.3)

Land Disposal Restriction (LDR) form (C.5.6.3)

True copy of the original daily log (C.5.1)

Evidential Materials (C.5.4)

F.4.0 PERFORMANCE SCHEDULE

F.4.1 Attend a tail-gate work meeting prior to beginning a response to discuss specific requirements of the task order. A safety plan shall be developed by the Contractor and approved by the CO prior to beginning the response.

F.4.2 The Uniform Waste Material Manifest shall be submitted in such manner as to comply with the time frame prescribed by state and EPA regulations.

F.4.3 Transport waste to a TSDF within ninety (90) calendar days after samples are identified as hazardous waste.

F.5.0 INDIVIDUAL(S) AUTHORIZED TO PLACE ORDERS

Task orders will be placed by a designated COR located in the Oregon State Office or any of the ten BLM Districts (Burns, Coos Bay, Eugene, Lakeview, Medford, Prineville, Roseburg, Salem, and Vale, Oregon, and Spokane, Washington).

F.6.0 ORAL ORDERS

F.6.1 The COR will contact the Contractor by telephone to place an oral order and make arrangements for performance. This order will be confirmed in writing by the issuance of a task order.

F.6.2 At the time the request for performance is made, the COR will furnish, as a minimum, the items described under C.4.0, Government-Furnished Services/Items to the Contractor.

F.4.3 Work Commencement

Work shall commence as soon as the Contractor is notified by an authorized representative of the BLM. Within one hour of the verbal authorization, the Contractor shall assign a response foreman to coordinate the response with the BLM.

This foreman shall be the single point of contact to coordinate with the BLM authorized representative. Mobilization of resources will be done depending on the urgency of the incident by: 1) road, 2) scheduled air craft, or 3) charter of corporate aircraft. The selection of the mode of travel shall be approved by the Government.

F.5.0 EXTENSION NOTICE

The Government per the Option clause in this section may extend the contract period. This extension will be accomplished by written notice to the Contractor within thirty (30) calendar days before the contract expires.

F.6.0 OPTION TO EXTEND SERVICES

If award of a contract is delayed due to circumstances beyond the control of the Government, it may require continued performance of any services within the limits and at the rates stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within fifteen (15) calendar days before the contract expires.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

A COR will be designated for the purpose of administering the technical aspects of this contract and inspecting the Contractor's work for compliance with the work statement, delivery requirements and specifications. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of the work. He is NOT authorized to issue changes pursuant to the "Changes" clause or to in any other way modify the scope of work.

G.2.0 PERMITS AND RESPONSIBILITIES OF CONTRACTOR

At his own expense the Contractor shall (a) obtain any necessary licenses and permits; (b) comply with any applicable Federal, State and municipal laws, codes and regulations; (c) provide competent superintendence; (d) take precautions necessary to protect persons or property against injury or damage and be responsible for any such injury or damage that occurs as a result of his fault or negligence; (e) perform the work without unnecessarily interfering with other Contractor's work or Government activities; (f) be responsible for all damage to work performed and materials delivered (including Government-furnished items), until completion and final acceptance.

G.3.0 ELECTRONIC FUNDS TRANSFER PAYMENTS

Payment under this contract will be made by the Government by electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)).

After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management
Federal Business Center
Building 50, BC-630
P.O. Box 25047
Denver, CO 80225-0047

If a designation has been submitted to the Bureau of Land Management under a previous contract it is not necessary to complete another SF-3881 unless you are changing your designation of financial institution.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 POST AWARD MEETING

A post award meeting will be held at a date and location to be mutually agreed upon at time of award.

H.2.0 KEY PERSONNEL

The personnel specified in Contractor's offer are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

H.3.0 RELEASE RESPONSIBILITY

The Contractor is solely responsible for any and all releases during the performance of this contract which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. The Contractor agrees to clean up such spills or leaks to the satisfaction of the Government and in a manner that complies with applicable federal, state, and local laws and regulations. The clean up shall be at no cost to the Government. Contractor shall prepare a contingency plan for release of any material. The contingency plan must be approved prior to start work date.

H.4.0 EQUIPMENT MAINTENANCE

All motor vehicles and mechanized equipment shall be properly maintained and equipped in accordance with OSHA 29 CAR 1926, subpart O.

H.5.0 SAFETY PLAN

Contractor shall provide a safety plan to be followed at all sites. The safety plan must comply with OSHA standards (29 CAR 1910.120). Sites with specific safety considerations shall require amendment of the plan. The safety plan must establish that the Contractor has a sufficient number of employees required to perform the work required under the contract. Safety plan shall contain a contingency plan for the control and cleanup of all spilled/leaked material.

H.8.0 FIRE DANGER SEASON

If the Government allows the Contractor to continue work during periods of declared fire danger or season, the Contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the

Government.

H.9.0 PRESERVATION OF HISTORICAL AND ARCHAEOLOGICAL DATA

H.9.1 Public Law 93-291, May 24, 1974, provides for the preservation of scientific, prehistorical, and archaeological data (including relics and specimens) which might otherwise be lost due to alteration of the terrain as a result of any Federal project.

H.9.2 The Contractor agrees that should she/he or any of his employees in the performance of this contract discover evidence of possible scientific, prehistorical, historical, or archaeological data, he/she will notify the Contracting Officer immediately in writing giving the location and nature of the findings.

H.9.3 Where appropriate by reason of a discovery, the Contracting Officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with applicable clauses of this contract.

H.9.4 The Contractor agrees to insert this Paragraph in all subcontracts which involve the performance of work on the terrain of the site.

H.10.0 CONTINGENCY PLAN

The Contractor shall provide a contingency plan to be followed at all sites. The contingency plan must comply with the National Contingency Plan (N.P.) (40 CAR 300). This plan will address two issues: 1. Standard Operating Procedures (SOP) for control of further contamination of site due to Contractor's errors; 2. SOP for cleanup of all contamination to a site caused by the Contractor.

H.11.0 OVERTIME

H.11.1 Overtime shall be authorized and paid only under circumstances beyond the control of the Contractor and vital to the performance of the contract.

H.11.2 The Contracting Officer or his representative (COR) are the only individuals who may authorize overtime. Overtime must be authorized in advance.

H.11.3 Overtime shall be paid in accordance with the Contractor's established accounting procedures concerning payment of overtime.

H.11.4 Overtime worked shall be itemized on the Contractor's invoices for payment. Included on the invoice or supporting documentation shall be the reason for overtime billed, personnel involved, location, date, and time. The COR shall verify authorization and accuracy of overtime hours billed.

SECTION I - NEGOTIATED SERVICE CLAUSES

(current through Federal Acquisition Circular 01-07)

* **Asterisked clauses are included in full text.**

52.202-1*	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8*	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(DEC 1998)
52.215-16	Facilities Capital Cost of Money	(OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	(OCT 1997)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUL 1996)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)

52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)	
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)	
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)	
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)	
52.223-6	Drug-Free Workplace	(MAR 2001)	
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(OCT 1996)	
52.225-1	Buy American Act - Supplies	(MAY 2002)	
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)	
52.227-1	Authorization and Consent	(JUL 1995)	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)	
52.228-1*	Bid Guarantee (Applicable if guarantees required. See Schedule of Items.)	(SEP 1996)	
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)	
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)	
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)	
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)	
52.229-3	Federal, State, and Local Taxes	(JAN 1991)	
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	(JAN 1991)	
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)	
52.232-1*	Payments	(APR 1984)	
52.232-8	Discounts for Prompt Payment	(FEB 2002)	
52.232-9	Limitation on Withholding of Payments	(APR 1984)	
52.232-11	Extras	(APR 1984)	
52.232-17	Interest	(JUN 1996)	
52.232-23	Assignment of Claims	(JAN 1986)	
52.232-25*	Prompt Payment	(FEB 2002)	
52.232-34*	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)	
52.233-1*	Disputes -- Alternate I (DEC 1991)	(DEC 1998)	
52.233-3	Protest After Award	(AUG 1996)	
52.236-6*	Superintendence by the Contractor	(APR 1984)	
52.236-7*	Permits and Responsibilities	(NOV 1991)	
52.242-13	Bankruptcy	(JUL 1995)	
52.242-14*	Suspension of Work	(APR 1984)	
52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)	

52.244-6	Subcontracts for Commercial Items	(MAR 2001)
52.245-4	Government-Furnished Property (Short Form)	(APR 1984)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)
1452.228-70*	Liability Insurance – Department of the Interior	(JUL 1996)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS

(DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

52.216-18 ORDERING

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for three years from the date of contract award.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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, 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 single item in excess of \$100,000.

(2) Any order for a combination of items in excess of \$100,000.

(3) A series of orders from the same ordering office within 21 days that together call for quantities exceeding the limitation in subparagraph (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 seven (7) 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.

52.216-22 INDEFINITE QUANTITY.

(OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year following the last date that task orders may be placed.

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

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

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

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for a least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

Employee class	Monetary wage-Fringe benefits
[See Section J]	[See Section J]

52.228-1 BID GUARANTEE (SEP 1996)
(Applicable if guarantees required. See Schedule of Items.)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the offer due date and time, may be cause for rejection of the offer.

(b) The offeror shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds - (1) to unsuccessful offerors as soon as practicable after the receipt of offers; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

(d) If the successful offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s)

within 10 days after receipt of the forms by the offeror, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its offer, and the bid guarantee is available to offset the difference.

52.228-11 PLEDGES OF ASSETS (FEB 1992)
(Applicable if bonds required. See Schedule of Items.)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide-

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice Payments

(1) Due Date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2)(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

(ix) 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 (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration, or 52.232-34, Payment by Other Than Electronic Funds Transfer - Other Than Central Contractor Registration), or applicable agency procedures.

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

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically without request from the contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(b) Contract Financing Payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- (MAY 1999)
OTHER THAN CENTRAL CONTRACTOR REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

52.233-1 DISPUTES -- ALTERNATE I (DEC 1991)

(DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this

contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the

rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (APR 1984)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable

after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) -- ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

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

1452.228-70 LIABILITY INSURANCE -- DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$300,000 each person
\$300,000 each occurrence
\$300,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

SECTION J - ATTACHMENTS

	<u>PAGES</u>
Uniform Hazardous Waste Manifest	1
Generator's Waste Material Profile Sheet	1
Sample Task Order Scenario	1
Sample Task Order	4
List of possible analysis requirements and required methods of testing	2

SAMPLE TASK ORDER SCENARIO

Offerors shall submit narrative information and documentation to describe the **overall plan of action** that would be taken when called to respond to the below site scenario. Include estimated response time, transportation used, equipment used, determination of the correct levels of personnel protection, decontamination procedures for personnel and equipment, briefings, reports and coordination activities with BLM and other regulatory agencies. Include any other information or assumptions that would be specific in describing your response to this scenario. Also, include any other questions you would ask about the site before responding. The site scenario is as follows:

The BLM representative calls your company on a Friday afternoon in response to a newly reported dump site located on BLM administered land in a rural county in Oregon. The site is just over a hill from a major interstate highway. Access to the site is a very rough, marginal two-track road. There are no permanent dwellings within one mile of the site. The dump site includes a wash which flows directly into a popular recreational reservoir approximately five miles downstream. Any hazardous substances in the dumped wastes could be transported down the wash by rainstorm runoff into the reservoir. Groundwater information indicates a shallow freshwater aquifer under the site. The time of year is March. Recent rains have saturated the soil and more rain is predicted within the next twenty-four hours.

The dump site is described as follows:

Approximately forty (40) 55 - gallon drums have been dumped about 30 yards off the two-track road within the dry wash. More than half of the drums are laying on their sides with some of the liquid contents leaking out onto the ground. Ten of the drums have numerous bullet holes and the contents have apparently seeped into the ground. Some of the drums have labels, but they are not legible. Six of the drums are plastic and it is unknown if any of these drums are leaking. There are also approximately ten (10) five- gallon unmarked plastic containers, with numerous bullet holes, that have and are leaking fluids onto the ground. There are also eight to ten medium sized cardboard boxes (24"x 24"x 24") of unknown contents. Lastly, there is a pile of a white powdery substance approximately 15'x 15' x unknown depth located about 20 yards up-slope from the drums and cardboard boxes. There is no evidence of dead or sick animals or vegetation, but there are what appears to be two dead birds next to the wash near the drums. The person who discovered the site reported smelling a strong chemical odor while he was standing some 80 yards from the site.

The Oregon Department of Quality (DEQ), Sheriff's Department and local BLM management have been notified of the site. The County Sheriff's Department is in the process of controlling access to the site in coordination with BLM Rangers.

SAMPLE TASK ORDER

To: _____

From: Bureau of Land Mgmt. (952)
Branch of Procurement Mgmt.
P.O. Box 2965
Portland, OR 97208

Contract No: HAC033xxx
Item Number(s): All

Requesting Office: _____
Task Order No: Txxx
_Task Order Date: _____
Modification No: _____
Modification Date: _____

DESCRIPTION:

NOT TO EXCEED

Hazardous waste removal as attached.

1 JOB \$ _____

Accounting and Appropriation Data: OR930-1640-04-25 5Z

Name and Title of Signer

Name of Ordering Officer

Contractor's Signature Date

Ordering Officer's Signature Date

ORIGINAL TO CONTRACTING OFFICER

SECTION C - SPECIFICATIONS

C.1.0 DESCRIPTION OF WORK

Characterize, sample, analyze, overpack, label, mark, provide temporary storage, manifesting, transport, treatment and/or disposal of hazardous waste.

C.1.1 ACCESS/LOCATION

Access to site is via rough, marginal two-track road. Site is located just over the hill from Interstate 5.

C.1.2 SITE SECURITY

None

C.2.0 DEFINITIONS - REFER TO THIS SECTION IN THE SCHEDULE

C.3.0 CONTRACTOR-FURNISHED SERVICES

Clean up site that consists of approximately forty (40) each 55-gallon barrels of suspected hazardous waste.

C.4.0 GOVERNMENT-FURNISHED ITEMS

C.4.1 Map of incident site

C.4.2 Description of containers

C.5.0 SPECIFIC TASKS

C.5.1 Perform tasks specified in this section of the schedule

DELIVERIES OR PERFORMANCE

F.1.0 PERFORMANCE SCHEDULE

F.1.1 Contractor shall meet BLM representative, Mr. Hazmat, at the District office prior to starting work on Friday, March 13, 2003. He can be contacted at (503) 555-HAZMAT.

F.1.2 Disposal shall be accomplished no later than May 21, 2003.

(SAMPLE TASK ORDER) CONTRACTOR COST PROPOSAL

HAC033xxx

Task Order No. Txxx

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
CONTRACTOR PERSONNEL					
<u>Straight time</u>					
A.	Professional	_____	HR	\$ _____	\$ _____
B.	Technical	_____	HR	\$ _____	\$ _____
C.	Laborer	_____	HR	\$ _____	\$ _____
<u>Overtime</u>					
D.	Professional	_____	HR	\$ _____	\$ _____
E.	Technical	_____	HR	\$ _____	\$ _____
F.	Laborer	_____	HR	\$ _____	\$ _____
G.	FIELD CHARACTERIZATION	_____	TE	\$ _____	\$ _____
DISPOSAL					
H.	Landfill, drummed solids, up to 55 gal.	_____	DR	\$ _____	\$ _____
I.	Landfill, drummed solids, over 55 gal.	_____	DR	\$ _____	\$ _____
J.	Landfill, bulk solids	_____	TN	\$ _____	\$ _____
K.	Alternate Fuels, up to 55 gal.	_____	DR	\$ _____	\$ _____
TRANSPORTATION					
L.	To landfill or incinerator (Treatment, Storage, Disposal Facility)	_____	CWT	\$ _____	\$ _____
M.	To temporary storage site (Washington State only if licensed)	_____	MI	\$ _____	\$ _____
N.	Pickup up to one ton, without driver	_____	MI	\$ _____	\$ _____
O.	Truck over one ton, without driver	_____	MI	\$ _____	\$ _____
EQUIPMENT					
P.	Backhoe/Front End Loader, wheel type, 70-80 horsepower, without operator	_____	DA	\$ _____	\$ _____
Q.	Hydraulic crane, without operator	_____	DA	\$ _____	\$ _____
R.	Dozer, 75-105 horsepower, without operator	_____	DA	\$ _____	\$ _____
S.	Response Trailer	_____	DA	\$ _____	\$ _____

REVISED 10/8/02
AMENDMENT 1

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
DRUMS/SUPPLIES					
T.	Drum, Steel, UN1A2, 10 gal. capacity	_____	EA	\$_____	\$_____
U.	Drum, Steel, UN1A2, 30 gal. capacity	_____	EA	\$_____	\$_____
V.	Drum, Steel, UN1A2, 55 gal. capacity	_____	EA	\$_____	\$_____
W.	Drum, Steel, UN1A2, 85 gal. overpack	_____	EA	\$_____	\$_____
PERSONAL PROTECTION EQUIPMENT					
X.	Level C PPE Set, per individual/day	_____	EA	\$_____	\$_____
Y.	Level B PPE Set, per individual/day	_____	EA	\$_____	\$_____
Z.	Level A PPE Set, per individual/day	_____	EA	\$_____	\$_____
WASTE PROFILE					
AA.	Generator's Waste Material Profile Sheet	_____	EA	\$_____	\$_____
				TOTAL	\$=====

Planned method of removal (narrative description):