

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 38		
2. CONTRACT NO. AG-82X9-B-10-0016		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARTIN MARTINEZ			b. TELEPHONE NUMBER (303) 275-5785		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY ROCKY MOUNTAIN REGION USDA FOREST SERVICE ROCKY MOUNTAIN REGION 740 SIMMS ST GOLDEN CO 80401-4720				CODE 82X9	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> Sole Source NAICS: 562910 SIZE STANDARD: \$14.0 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO As Indicated On Each Call		CODE	16. ADMINISTERED BY ROCKY MOUNTAIN REGION USDA FOREST SERVICE ROCKY MOUNTAIN REGION 740 SIMMS ST GOLDEN CO 80401-4720					CODE 82X9
17a. CONTRACTOR/OFFEROR WESTON SOLUTIONS INC 3840 COMMONS AVE NE 231501990 ALBUQUERQUE NM 87109-5831		CODE 231501990	FACILITY CODE	18a. PAYMENT WILL BE MADE BY As Indicated On Each Call				CODE CSC-FS
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	GSA Contract #: GS-10F-0117J BPA: ENVIRONMENTAL COMPLIANCE AND PROTECTION (ECAP) PROGRAM. Period of Performance: 06/28/2010 to 06/27/2015 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		
				MARTIN A. MARTINEZ				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42a. RECEIVED BY (*Print*) _____
 42b. RECEIVED AT (*Location*) _____
 42c. DATE REC'D (*YY/MM/DD*) _____ 42d. TOTAL CONTAINERS _____

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK

The scope of this purchase agreement is to secure services to perform the following activities. The Contractor shall provide all appropriate personnel, labor, equipment, safety and personal protective equipment, materials, supervision, and transportation needed to investigate, assess, or classify the site or materials/wastes, and execute the removal and disposal of those materials/wastes, where required by the specific project delivery or task order or to investigate, assess, or prepare reports. This includes completion of all appropriate regulatory documents, such as hazardous waste manifests, selection of samples to be profiled, coordination with appropriate Local, State and Federal agencies (as directed by USDA Forest Service), and, as needed, selection of State and/or EPA certified testing laboratories, etc.

a. Activity I -N/A

b. Activity II

1. Hazardous Waste Site Clean up:

Under this activity area, the Contractor shall be requested to investigate and/or clean up hazardous wastes and/or materials from a site. This could include, but is not limited to, such diverse activities as clean up of suspected spills or contamination, clean up of old wood treating sites, cleanup of oil and petroleum products, cleanup of leaking USTs, cleanup of chemical release sites, cleanup of landfills, investigation and cleanup of abandoned mines (i.e. ground water or surface water contamination, bulhead construction, neutralization of ponds, etc) well abandonment, and/or clean up of ground water contamination. Design of proposed remedies may be included in this activity. Work sites (including abandoned mines) may be in remote locations with limited access and lack of services (sanitation, water, electricity).

2. Site Clean up - Under this activity, the Contractor shall investigate and clean up hazardous materials and/or contaminated environmental media. These clean ups may include projects such as PCB or petroleum spills or contamination, clean up of wood-treating dip tanks and contaminated soils, removal actions to address groundwater contamination, leaks from underground storage tanks, clean up of indiscriminate dumping, and/or removal and/or remedial actions at abandoned mines (including cleanup of contaminated ground or surface water, cyanide heap leach, acid mine drainage, etc).

These projects may be accomplished in phases depending on complexity and other site condition and waste management considerations, which may require completion of investigative work prior to submittal of an estimate for the actual clean up. The Government task order for the project will establish this procedure.

Unless directed by the CO, the Contractor shall provide three unbound copies of a final report for all site clean up activities. An electronic version will also be required for submittal in a format compatible to Microsoft Word (and/or any other industry-standard software package or file type such as MS Excel, MS Project, .tiff, .jpeg, etc. as agreed to by the Government). Upon request by the Government the Contractor shall resubmit any information or report provided in Adobe Acrobat or any other electronic format that the Government is unable to edit or manipulate (at the sole discretion of the Government) at no additional cost to the Government. Such re-submittal shall be in a format editable using the Microsoft Office suite of computer programs (unless otherwise agreed to by the Government), and shall be made within two (2) business days.

All maps and location drawings (including sample location drawings or maps) shall be geo-referenced in a way that facilitates on-the-ground location of the mapped features in the future. Unless otherwise agreed by the Government, all maps and drawings shall show feature coordinates accurate to within a 3 meter radius (GPS coordinates are generally-acceptable). In cases where greater specificity is required (survey detail), individual task or delivery orders will specify required detail.

c. Activity III

1. Environmental Audits and Reports:

Under this activity area, the Contractor shall perform environmental audits and/or assessments on Forest Service managed properties. The Contractor may be requested to complete various evaluations, studies, and reports as specified under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) found in 42 USC 9601 et. seq. and the National Contingency Plan (NCP) found in 40 CFR 300 or as required by the Resource Conservation and Recovery Act (RCRA) or other federal or state hazardous waste cleanup regulations. Under this activity area, the Contractor may be requested to evaluate the hazardous waste site reports prepared by others, complete a Removal and/or Remedial Preliminary Assessment (PA), a Site Investigation (SI), Risk Assessment, an Engineering Evaluations/Cost Analyses (EE/CA), a Remedial Investigation/Feasibility Study (RI/FS), a Corrective Action Plan, a Phase I or Phase II Environmental Assessment Report (ASTM Property Transfer Standards), or other documents needed for a Removal or Remedial Action, such as drawings and specifications for a selected response action, a post-closure monitoring plan, and/or special studies or miscellaneous tasks such as a review for the presence of endangered species at a hazardous waste site, as governed by the Endangered Species Act (ESA), an archeological review for a hazardous waste site, identifying site features dating back 50 years or more as governed by the Historic Preservation Act, Mineral Technical Reports such as geochemical, geotechnical, and costs assessments, or special reports needed for a Natural Resource Damage Assessment relative to a hazardous waste as part of the site investigation.

It is envisioned that a majority of the projects in each of the activity areas will involve abandoned/inactive mine sites, dumps, chemical or oil spills, landfills, past spills of pesticides, solvents, PCBs, EDB, etc.

Products from each Activity may be reviewed by the Environmental Protection Agency (EPA), the State, the public, and/or the Forest Service. When requested to do so, the Contractor shall recommend appropriate actions to restore a site to applicable, relevant, and/or appropriate requirements (ARARs) in conformance with the National Contingency Plan. In any report that requests the Contractor to prepare a table or listing of ARARs, the Contractor shall also include within that table, the limits, standards, MCLs, goals, etc. specified for each applicable media for each ARAR cited. The Contractor shall prepare responses for the Government to any comments generated by these reviews, provide any additional information requested, and modify the final product(s) as necessary. Depending upon the complexity of a project, intermediate reviews may be required by the Government. If requested in the task or delivery order, the contractor shall provide technical support to USDA Forest Service staff at stakeholder meetings to describe, interpret, and defend their technical work.

Some of the Activities shall require the Contractor to collect water, soil, sediment, wipe, and possibly air samples in the field. The Contractor shall assume financial responsibility for re-sampling if data is unusable because of identified problems with sampling techniques, handling or shipping problems, sampling requirements (insufficient sample material collected, inappropriate sample preservation, inappropriate sample locations), laboratory error, inadequate laboratory performance (as evidenced by data quality assurance/quality control reports-at the discretion of USDA Forest Service staff), or laboratory contamination. Samples collected may be analyzed using real-time techniques or equipment in the field when specified in a task order or approved sampling plan.

The Contractor shall ensure that appropriate Quality Assurance and Quality Control (QA/QC) is applied to sampling and analytical activities. QA/QC procedures and results must be documented. When appropriate, this documentation would be included in work products; otherwise, it shall be available to the Government upon request.

The Contractor shall consult with the Forest Service to establish data quality objectives (DQOs) for any sampling that takes place. Collection and analysis of samples must be designed to support making the decision tied to the DQOs as well as defining and managing the risk of false positive and false negative analytical results.

In addition, the Contractor (while working on any Activity under this contract) shall consult with and provide technical data and advice to Forest Service officials and staff; attend, report, and advise at meetings and conferences with regulators and other parties; and analyze any other data pertinent to the projects when required.

d. Contractor-caused Spills (not a pay item)

The Contractor shall be responsible for all spill containment during all phases of all activities and shall, at no cost to the Government, clean up all spills caused by the Contractor or subcontractors. The Contractor shall clean up such spills in a manner that satisfies applicable Federal, State, and local regulations. The Contractor shall, at no cost to the Government, dispose of any wastes generated, as a result of spill response.

In all cases of a spill, the Contractor shall immediately notify the Contracting Officer's Representative (COR) upon discovery. A follow-up report, in writing, indicating the type of substance spilled, the locations, cause, size of the spill, the name of the individual reporting the spill, when the spill occurred, whether the amount spilled was EPA/state reportable, and if so whether it was reported and to whom, and the cleanup action taken shall be submitted within 24 hours of the spill. Copies of all waste manifests, bills of lading, or any other shipping documents pertinent to the transportation and disposal of spilled materials shall be included in this report. Disposal of all materials generated by clean-up of contractor-caused spills shall adhere to the requirements described in Section C.1.a. above.

e. Investigation-Derived Wastes

Unless otherwise specified in a task or delivery order, the Contractor shall be responsible for handling, packaging, transporting, and disposing of all investigation-derived wastes (IDW) in accordance with Federal and State regulations. At his or her discretion, the USDA Forest Service official designated as the On-Scene Coordinator for the site may allow temporary storage of IDW within the boundaries of a response site. In every case, the Contractor shall clearly and indelibly mark the generation date on the waste container.

Unless otherwise specified in a task or delivery order, and to ensure compliance with storage time-limits imposed by the RCRA, the Contractor shall remove all investigation-derived wastes from

USDA Forest Service-managed lands for proper disposition within 180 days of generation (see section C.10.g. below). Copies of all paperwork associated with the transportation and/or disposal of investigation-derived wastes shall be provided to the USDA Forest Service.

f. Proof of Certification/Training (non-pay item)

Proof of required certification or training may be requested of any Contractor employee at any time those employees are engaged in work on USDA Forest Service managed lands. When requested, such proof shall be provided immediately, or shall constitute grounds for the USDA Forest Service official to “stop work” or take any other action deemed appropriate to limit the Government’s liability. Proof of training or certification may include (but is not limited to) proof of 40-Hour HAZWOPER training (and required refresher training), Commercial Driver’s License (and required endorsements), waste shipper certification, and any other State or Federally-required license or permit.

2. Environmental Assessment, Characterization and Environmental Reports - Work under this activity requires the Contractor to complete or review one or more of the following:

Task 1: Environmental Site Assessments (Phase 1 and 2);

Task 2: Preliminary Assessments;

Task 3: Site Investigations;

Task 4: Community Relations Plan/Stakeholder Involvement Plan;

Task 5: Removal Action Memorandums;

Task 6: Engineering Evaluation/Cost Analyses;

Task 7: Remedial Investigations/Feasibility Studies;

Task 8: Removal Designs;

Task 9: Post Removal or Remediation Monitoring Plan;

Task 10: Special Studies or Miscellaneous Tasks (for example: Biological Assessments and Archeology Reviews for a CERCLA site);

Task 11: Sampling and Analysis and/or Quality Assurance/Quality Control Plans

Unless otherwise directed by the Government, all written deliverables shall be subject to iterative review, comment, correction, and re-submittal. A typical, iterative review cycle for multi-partner, complex site might include a DRAFT report, comment resolution (meeting &/or documentation of comment resolution), a DRAFT FINAL report, meeting/comment & attendant resolution, and a FINAL report. A typical, iterative review cycle for a simple site with no partners and little stakeholder interest might include a DRAFT report, comment resolution, and a FINAL report. Government review times shall be negotiated with the Government for each deliverable iteration, with the Government reserving the right to dictate the amount of time available for review & comment.

All maps and location drawings (including sample location drawings or maps) shall be geo-referenced in a way that facilitates on-the-ground location of the mapped features in the future. Unless otherwise agreed by the Government, all maps and drawings shall show feature coordinates accurate to within a 3 meter radius (GPS coordinates are generally-acceptable). In cases where greater specificity is required (survey detail), individual task or delivery orders will specify required detail.

Unless directed by the CO, the Contractor shall provide three unbound copies of a final report for all site clean up activities. An electronic version will also be required for submittal in a format compatible to Microsoft Word (and/or any other industry-standard software package or file type such as MS Excel, MS Project, .tiff, .jpeg, etc. as agreed to by the Government). Upon request by the Government the Contractor shall resubmit any information or report provided in Adobe Acrobat or any other electronic format that the Government is unable to edit or manipulate (at the sole discretion of the Government) at no additional cost to the Government. Such re-submittal shall be in a format editable using the Microsoft Office suite of computer programs (unless otherwise agreed to by the Government) and shall be submitted within (2) two business days..

Task 1:

All environmental site assessments must be done in accordance with the latest ASTM standard practice (E 1527-05, E 1528-05, and E 1903-97, as updated) or consistent with any US EPA standard (All Appropriate Inquiry - AAI) established to replace the ASTM standard.(as directed by the CO). All environmental site assessments must be completed with substantial involvement of and with supervision from a qualified environmental professional. All environmental Site assessments must meet the requirements promulgated in 40CFR§312 (*et. seq.*) and 33CFR§137 (*Et. seq.*). All environmental site assessments must also be conducted and reported consistent with the

USDA/DOI Pre-Acquisition Environmental Assessment Guidance for Federal Land Transactions (February, 2009). All worksheets from this guidance shall be completed & submitted as deliverables. In every case, “out-of-scope” (ASTM) items shall be considered to be required as part of satisfactory completion of AAI work. Such “out-of-scope” items will be described in each task/delivery order request.

Phase I Environmental Site Assessments shall include, but are not limited to, the following:

1. Records, title, and file examination to determine past ownerships and uses.
2. Interviews with past owners, operators, employees, etc., who might have some knowledge of hazardous materials activity on the site.
3. Interviews with various regulatory personnel, along with a review of public documents.
4. Review of historical documents, such as maps and photographs.
5. A field examination to assess past and current conditions, uses, and practices, including the presence of underground storage tanks, chemical use or storage of any type, the presence of PCB containing equipment, the presence of asbestos containing materials, old dumps or other below ground disturbances, indiscriminate dumping, and vegetative and water quality impacts.
6. If required, the Phase I Environmental Site Assessment shall also include completion of the forms included in the “Forest Service Guide to Land Transactions” (EM-2160-2). The direction to include the completion of these forms will be given in the task order request. The Contractor shall provide three unbound copies of a final Phase I Environmental Site Assessment Report, which summarizes the findings, outlines environmental and health risks, presents costs for clean up, and recommends future actions including the need for an Environmental Level 2 Audit. An electronic version (CD) will also be required for submittal in a format compatible to Microsoft Word.
7. Specified, additional “out-of-scope” (ASTM) items. Any additional out-of-scope items will be specified in the task or delivery order.

Task orders for environmental site assessments will include “out-of-scope” (ASTM) items in addition to those required by guidance, standard and/or regulation. The environmental site assessment will not be considered to be complete unless they fully address these “out-of-scope” items.

NOTE: The Phase I Environmental Site Assessment shall also include adjacent lands within the audit boundary, if this is deemed necessary by the Government in the initial task order, or recommended by the Contractor during the audit.

Phase II Environmental Site Assessments shall be conducted at the Government's option, dependent on the results of the Phase I Environmental Site Assessment and the recommendation of the Contractor. The Phase II Environmental Site Assessment shall normally be a more intensive

assessment of the Phase I items. The Contractor shall provide three unbound copies of the Phase II Environmental Site Assessment Report, covering all aspects of both the Phase I and Phase II assessments. An electronic version (CD) will also be required for submittal in a format compatible with Microsoft Word.

ACTIVITY III – Task 2:

The Preliminary Assessment (PA) is a relatively quick, low cost compilation of existing information about the site and its surrounding area. Work under this task shall involve the completion of a narrative report in accordance with EPA's latest guidance (Guidance for Performing Preliminary Assessments Under CERCLA, EPA Publication 9345.0-01A, September 1991), any EPA or State required standard forms, and, if requested, the computation of a PA score, or HRS prescore.

Each PA shall be prepared based on a review of existing information about a site. Sources of information about a site include (but are not limited to) Federal, State, and local files, newspaper archives, area residents, and historical aerial photography. The contractor is expected to thoroughly research and discover available information sources in addition to any site information provided by the Government – not rely solely on the information provided by the government.

An on-site inspection may be required to confirm information. The Contractor shall prepare a Health and Safety Plan before visiting any site. LIMITED sampling may be approved by the Government if additional data is necessary to confirm an environmental or health hazard. If it is determined by the Government that LIMITED sampling needs to be done, the Contractor shall provide a sampling plan and a Quality Assurance Project Plan, and the Government must approve both. After taking samples the Contractor shall record where and how all samples were taken at each site. The Contractor shall have samples analyzed for suspect hazardous substances using a certified lab, which follows EPA approved testing procedures. The lab must be EPA-certified to perform each test required by this contract. The CO and Contractor may mutually agree to using an X-Ray Fluorescent (XRF) machine for analyzing samples on-site instead of sending samples to a lab. All personnel using an XRF machine must be trained in its use and carry current certification of their training on the machine. In addition, the contractor must cover the use of an XRF machine in their Site Sampling Plan such that a certain percentage of samples (usually 5%) shall be sent to an acceptable laboratory for confirmation of the XRF machine's results as part of standard QA/QC procedures. Deviations from the QuAPP or SAP must be reported to the Government and documented.

The Contractor shall be familiar with the HRS and NCP in order to identify data gaps, which may need to be addressed during a site investigation, if one is needed. Also, the Contractor shall identify information that would be needed to write an Engineering Evaluation/Cost Analysis (EE/CA) as a prerequisite to a removal or remedial action. These data gaps shall be described as part of the recommendations in the narrative PA report.

The Contractor shall recommend any further action (including further site investigation or removal actions), which might be appropriate at the site along with justification for each removal action. These recommendations shall be included in the narrative report.

For mine sites, the PA may include a summary of pertinent, publicly available land ownership information.

If a site investigation is recommended or required by the EPA or the State, or more information is needed to complete a removal or remedial action, additional work at a site may be requested. The Contractor shall provide three unbound copies of all documents required under this task. In addition, an electronic version (CD) will also be required for submittal in a format compatible with Microsoft Word.

The Government may request a PA/SI be prepared under a single task/delivery order, rather than breaking the project into separate PA and SI tasks. In such a case, the deliverable shall meet the requirements of both this task and task 3 (below).

Further, the Government may request an “expanded” PA or PA/SI that incorporates key elements (qualitative risk analysis, summary description and screening of removal alternatives) of an EE/CA. Should an “expanded” PA or PA/SI be requested, the contents of the deliverable shall also include the tasks described in task 6, as well as any other elements specified in the task/delivery order.

ACTIVITY III – Task 3:

Site Investigations (SI) may be requested at sites previously investigated under Task 2 of this activity or at any site identified by the Forest Service. The purpose of the SI is to further

characterize the nature of the problem at a site, and evaluate the extent to which a site presents a threat to human health or the environment by, among other things, collecting and analyzing wastes and environmental media samples to determine whether hazardous substances are present at the site and are migrating to the surrounding environment. The SI shall provide sufficient information to determine what actions to undertake next (including types of contaminants, media affected, and quantities or volumes of impacted media), if any, and possibly to obtain the information needed to conduct and document an accurate HRS scoring.

If necessary, the SI may be conducted in two steps; a focused SI followed by an expanded SI as defined in the EPA publication noted below. Other sites may require only a single SI, which is a combination of a focused SI and an expanded SI. The Government will approve the method to be used. Work under this task shall be in accordance with EPA publication: Guidance for Performing Site Inspections Under CERCLA, OSWER Directive 9345.1-05, September 1992, Interim Final or latest revision.

Pre-Field Work:

For each SI, the Contractor shall (1) visit the site and review available information to assess the sampling needs; and (2) prepare a project work plan which includes a Sampling and Analysis Plan, a Quality Assurance Project Plan, and a Health and Safety Plan. The Government must approve the project work plan before the Contractor can begin any fieldwork.

Field Work:

The Contractor shall collect samples, arrange for the chemical analysis and quality assurance of the field samples, and keep a log of all field activities and procedures. The field log shall consist of legible, bound, waterproof pages. The Contractor shall also record where and how all samples were taken at each site. The Contractor shall have all collected samples analyzed for suspect hazardous substances using a certified lab. The lab must be EPA certified to perform each test required by this contract. Unless otherwise agreed to in writing, US EPA SW-486 methods shall be used for sampling and analysis. As a minimum, the field inspector is required to have OSHA HAZWOPER training. The Contracting Officer and Contractor may mutually agree to using an XRF machine for analyzing samples on-site instead of sending samples to a lab. All personnel using an XRF machine must be trained in its use and carry current certification. The Contracting Officer and Contractor may mutually agree to use onsite, real-time qualitative or quantitative analysis methodologies (immuno-assay test kits, etc.). Where possible, sampling and analysis methods used during site inspection should conform to US EPA SW-486 methods (or equivalent). In any case, deviations

from US EPA SW-486 methods shall be described and justified in writing in the Contractor's work plan, Sampling and Analysis Plan, and/or report(s).

Final Report:

The Contractor shall prepare a final SI report in accordance with 40 CFR 300, Subpart E, which shall be approved by the Government. The Contractor shall provide three unbound copies of all documents required under this task. In addition, an electronic version (CD) will also be required for submittal in a format compatible with Microsoft Word.

ACTIVITY III – Task 4:

Community Relations Plan (CRP)/Stakeholder Involvement Plan (SIP). The Contractor may assist in the development of a CRP for an entire project, based on interviews with local residents, and state and local officials. A recommended format for a CRP and examples can be found in Superfund Community Involvement Handbook, EPA Publication 540-K-01-003, April 2002. The Contractor may assist in amending and implementing the CRP/SIP as necessary.

ACTIVITY III – Task 5:

Removal Action Memorandum. Guidance for preparing an action memorandum can be found in OSWER Directive 9360.3-01 entitled Superfund Removal Procedures Action Memorandum Guidance, December 1990. Also, the Contractor shall assist in preparing written responses to all public comments received on the action memorandum after the required 30-day comment period. The Contractor shall provide three unbound copies of all documents required under this task. In addition, an electronic version (CD) will also be required for submittal in a format compatible with Microsoft Word (and/or any other industry-standard software package or file type such as MS Excel, MS Project, .tif, .jpg, etc. as agreed to by the Government).

ACTIVITY III – Task 6

An Engineering Evaluation/Cost Analysis (EE/CA): Work under this task may include, but not be limited to, the following:

Prepare an EE/CA which identifies various removal alternatives, and compares the alternatives. The COR may request that the Contractor recommend an appropriate removal action in the EE/CA on a case by case basis. The Contractor's recommended removal action may instead, be requested in a separate cover letter. An outline of draft guidance for preparing EE/CAs can be found in Guidance on Conducting Non-Time Critical Removal Actions Under CERCLA, EPA Publication 540-R-93-057, August 1993. The EE/CA must also include a risk analysis (justification for action – either qualitative or quantitative) and a ARARs summary, unless otherwise negotiated in the task order.

If any additional sampling is required to complete the EE/CA, the Contractor shall prepare a Field Sampling Plan/Sampling and Analysis Plan. After this plan is approved by the COR, the Contractor shall collect the necessary samples and have them analyzed.

A site field review by the Contractor is mandatory unless negotiated otherwise. The Contractor will be expected to field quantify or confirm volumes of wastes, identify potential repository sites, measure water flows, assess future construction access, and other measurements or assessments needed to write a reasonably accurate EE/CA.

A copy of the EE/CA will be made available to the public. If a public meeting is held, the Forest Service may request that the Contractor furnish a court reporter under this task. The Contractor may be required to present and defend the EE/CA and its recommendations. The Contractor shall prepare responses for the Government in writing to each significant comment and update the EE/CA, as necessary. The Contractor may also be tasked to prepare a Responsiveness Summary and/or Action Memorandum based on the EE/CA and subsequent comments. The Contractor shall provide three unbound copies of all documents required under this task. In addition, an electronic version (CD) will also be required for submittal in a format compatible with Microsoft Word (and/or any other industry-standard software package or file type such as MS Excel, MS Project, .tif, .jpg, etc. as agreed to by the Government).

ACTIVITY III – Task 7:

The purpose of the Remedial Investigation/Feasibility Study (RI/FS) is to assess site conditions and evaluate alternatives to the extent necessary to select a remedy. Developing and conducting an RI/FS generally includes, but is not limited to the following tasks:

Project Scoping
Data Collection
Risk Assessment
Data Quality Objectives
Obtain and Analyze ARARs
Abandon well surveys
Receptor Studies
Treatability Studies
Analysis of Alternatives

Work under this task shall be conducted in accordance with EPA's latest guidance e.g., Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, OSWER Directive 9355.3-01, October 1988 (also known as: Interim Final, EPA Publication 540-G-89-004, October 1988).

Remedial Investigation (RI):

The RI is conducted to collect data necessary to adequately characterize the site for the purpose of developing and evaluating effective remedial alternatives. To characterize the site, the Contractor shall conduct field investigations, including, but not limited to, treat ability studies and a baseline risk assessment. The Contractor shall prepare a Field Sampling Plan.

Feasibility Study (FS):

The FS is carried out to ensure that appropriate remedial alternatives are developed and evaluated such that relevant information concerning the remedial action options and cost estimates can be presented to the Government and an appropriate remedy selected. Development of alternatives shall be fully integrated with the site characterization activities of the RI.

A copy of the RI/FS will be placed in the information repository established by the Forest Service and a notice of availability of the RI/FS along with a brief analysis of the Proposed Plan published in at least one major local newspaper. The public will be given at least 30 days to review the RI/FS and submit written and possibly verbal comments (if a public meeting is held). If a public meeting is held, the Contractor may be required to provide a court reporter and transcribe the meeting minutes and comments. The Contractor shall prepare responses for the Government in writing to each significant comment and revise the RI/FS, and proposed Plan as necessary. The Contractor may be requested by the Government to amend the Community Relations Plan.

To support the selection of a remedial action, the Contractor shall document all facts, analysis of facts, and site-specific policy determinations considered in the course of carrying out activities in Section 300.430 of the NCP as appropriate in the Proposed Plan and the Record of Decision (ROD). The Contractor shall provide three unbound copies of all documents required under this task. In addition, an electronic version (CD) will also be required for submittal in a format compatible with Microsoft Word.

ACTIVITY III – Task 8:

A Removal Design may be required for sites on which a removal action is planned. The preparation of drawings and specifications for the design shall be as follows:

Prepare drawings and specifications for the selected removal or remedial action alternatives, which can be used in the advertisement for construction bids. The design analysis shall include identification of cleanup standards and testing procedures to use in determining when they are met, and identification of required operation and maintenance activities and methods to guarantee their implementation. Designs shall be done in AutoCAD format (R2000, minimum update) and specifications shall follow the CSI format (unless otherwise specified in the specific task order). The following submittals will be required (unless modified by the specific task order):

The 30 percent submittal: Consists of the construction project documents at the 30 percent stage of completion. Two copies of all of the documents shall be developed to a uniform level for review.

SUBMIT:

Preliminary Drawings
Outline of Specifications (using CSI Format)
Design Analysis
Design Calculations
Preliminary Cost Estimate
Proposed Phasing/Sequencing of Construction Schedule

The 60 percent submittal: Consists of two copies of all completed project documents, with all 30 percent Review Comments incorporated.

SUBMIT:

Drawings
Specifications (Using CSI Format)
Design Analysis
Design Calculations
Cost Estimate
All original 25 percent Review Comments: Submit originals indicating compliance or Rebuttals.
Phasing/Sequencing of Construction Schedule

The 100 percent submittal: Consists of all project documents, complete and signed as required. Ready to advertise.

SUBMIT:

Original Drawings: Rolled and protected.
Copies of Drawings

Specifications (Using CSI Format)

Data Analysis: Include any soils reports, field notes, topographic work sheets and survey computations.

Design Calculations

Cost Estimate

All of the above submittals shall be on paper and CD. All documents on CD shall be in Microsoft WORD unless otherwise specified. All drawings shall be in AutoCAD R2000 (minimum upgrade) unless otherwise specified. The 100 percent "Resubmittal" (when required): If the Government finds that the 60 percent review comments have not been incorporated, the Contractor will be required to make corrections within 48 hours (at no additional cost to the government) from the time of being notified.

SUBMIT:

Same as for 100 Percent Submittal

All final documents required under this task shall consist of three unbound copies of all reports or specifications or drawings and one CD copy and shall be provided to the COR unless otherwise specified. The Contractor may also be requested to provide technical assistance and advice during construction, and serve as an on-site inspector during construction.

ACTIVITY III – Task 9:

Operations, Maintenance, and/or Monitoring Plan (OM&M): After the completion of a response action at a site the Contractor shall prepare a long-term OM&M plan for the site. The objective of the OM&M plan is to operate, maintain, and/or assess the effectiveness of the implemented response action at the site. This plan may include ongoing operations and maintenance schedules, schematics, flow charts, methods, definition or "trigger points" (for sampling or discontinuing operations) and/or decision trees for ongoing operation and/or shut-down of a remedy constructed at a site. This plan may specify the location of where samples shall be taken, the frequency of sampling, types of samples to be taken, and the procedures to be used in collecting and analyzing the samples. The Contractor shall provide three unbound copies of all documents required under this task. In addition (with the exception of third-party supplied vender equipment

schematics and manuals, etc.), an electronic version (CD) will also be required for submittal in a format compatible with Microsoft Word (and/or any other industry-standard software package or file type such as MS Excel, MS Project, .tif, .jpg, etc. as agreed to by the Government).

ACTIVITY III – Task 10:

Special Studies or Miscellaneous Tasks: Various studies, environmental assessments, or tasks may be requested which do not fall under one of the other tasks. Some of these studies/tasks may result from changes in statutes, regulations, guidance, or policy. Also, requests from regulatory agencies or Forest Service management for information may require work not covered under tasks 1-8. The Contractor may be requested to complete various types of studies; reports, presentations and/or field work at and related to “hazardous waste management” issues and/or sites. Other tasks may include reviewing the work of other agencies or private companies. The details of such studies or tasks would be contained in the Statement of Work provided by the Government. Examples of special studies or miscellaneous tasks may include (but are not limited to):

Human Health and Ecological Risk Assessments;

Geochemical Studies (such as acid rock drainage, heavy metals releases, etc.);

Geophysical Studies (such as covers, impoundment structures, etc.);

Biological Studies (such as vegetative uptake, reclamation, etc.);

Water Quality Studies, Sediment, etc.;

Threatened/Sensitive/Endangered Species Review;

Historic Structures and Features Review

Groundwater studies and modeling;

Surface & subsurface flow modeling;

CERCLA Proposed Plan, Record of Decision documents;

CERCLA Administrative Record & Index;

Treatability Studies;

Public presentations of various materials and information from studies & reports (project stakeholders, regulators, public, &tc.)

The Contractor shall provide three unbound copies of all documents required under this task. In addition, an electronic version (CD) will also be required for submittal in a format compatible with Microsoft Word. All reports shall be brief and concise. The Contracting Officer will work with the Contractor on each report to keep the work moving in the right direction.

ACTIVITY III – Task 11:

Sampling and Analysis and/or Quality Assurance/Quality Control Plans This task includes completion of sampling and analysis plans and/or quality assurance/quality control plans. These plans may be required separately under this task or in combination with other tasks under this activity.

The sampling and analysis plans shall be written to describe the collection of water, soil, sediment, wipe, and possibly air samples in the field in accordance with the goals and objectives of the task order.

Quality assurance/quality control plans are written to outline the Contractor's procedures for assuring that the appropriate quality assurance and quality control (QA/QC) is being applied to the project covered under the task order.

The Contractor shall provide three unbound copies of all documents required under this task. In addition, an electronic version (CD) will also be required for submittal in a format compatible with Microsoft Word. All reports shall be brief and concise.

C.2 PROJECT LOCATION

Projects for the three activity areas may be located anywhere, throughout the Rocky Mountain Research Station, Job Corp, and the Rocky Mountain Region (Region 2). This includes borders within and near Wyoming, Colorado, Kansas, Nebraska, and South Dakota. Activities II and III may require work outside the above areas but this will be discussed with the Contractor on a case-by-case basis. Activities I and II may require use, recycling, or disposal of materials or wastes outside of the above areas.

C.3 GOVERNMENT-FURNISHED PROPERTY

The Government may provide Government-furnished property to the Contractor for use in the performance of this contract as available and as mutually agreed between the Contractor and the Government. The Government-furnished property shall be used and maintained by the Contractor in accordance with the provisions of the "Government-Furnished Property" clause, 52.245-4, Section I. There is no guarantee as to when or where Government-furnished property will be available until an actual activity is ordered. Government-furnished property typically involves items like maps, aerial photos, and previous reports. The Government-furnished property items will be listed in the Statement of Work for each individual task order.

C.4 SAFETY PRECAUTIONS

All Contractor personnel working on-site, for Activities I through III, shall be certified as having received the 40-hour Hazardous Waste Site Operations training, in compliance with OSHA Regulation 29 CFR 1910.120. Their HAZWOPER training (including required annual refresher training) must be current at the time the work is performed. All work shall be accomplished in a safe manner and in accordance with applicable OSHA standards, including 29 CFR 1910.120 and 1926 subpart 0. Both parties will agree upon any exceptions to this rule in writing at the time individual task orders are negotiated. Project safety plans shall be submitted after the Contractor's site-specific proposal for each task order has been accepted by the Forest Service, but at least seven days prior to commencement of any field work. The Contractor, as outlined in the plan, shall provide all appropriate personal protective equipment and safety equipment. Non-compliance with the safety precautions described in this paragraph is grounds for the USDA Forest Service to issue a "stop work" notice.

At a minimum, the Contractor shall have at least one individual present at all times during field work that possesses current CPR and First Aid certifications (higher levels of medical certification may be substituted). The Contractor shall provide a first aid kit at each job site appropriate for the work to be performed and commensurate with the level of training of the certified contractor employee that is onsite.

Contractors are responsible for knowing and complying with any fire restrictions in place at any jobsite. Such compliance may include (but is not limited to) availability of fire suppression equipment and supplies such as hand tools, extinguishers, pumps, water plus any required application to the Forest of District for a hot-work permit. Non-compliance with fire restrictions is grounds for the USDA Forest Service to issue a "stop work" order.

Contractors are discouraged from entering permit-required confined spaces such as lift stations, water tanks, vaults, septic tanks, mine shafts, mine adits, etc. Contractors who do not enter these spaces during the course of their work for the Forest Service shall document the lack of direct inspection of these spaces. Contractors who elect to enter these spaces do so at their own risk and shall, as a minimum, follow the OSHA and/or MSHA requirements for permit-required confined space entry.

C.5 ORDERING PROCEDURES

a. Request/Description of Work:

As individual projects are identified, the Government will notify the Contractors covering the activity(s), with a description of work, which will include an outline of the scope of the project, an inventory of materials/wastes (if available and where applicable), the project location, a time schedule, the expected results of the completed project, any special labor skills, equipment or method-of-performance requirements, reports or products to be provided, and as much additional pertinent information as possible including, but not limited to, a statement of any Government furnished property, maps, aerial photos, and project files when available and applicable. Projects in some activity areas may be accomplished in one or more phases. Also, a project may involve a single task or part of a single task.

b. Project Work Plan.

The Contractor shall then provide the Government with a project work plan and cost estimate for the task order. Three unbound copies of each work plan shall be submitted unless otherwise specified in the Government's request.

The project work plan shall include the following:

1. A description of how the work shall be performed.
2. Specific exclusions/assumptions regarding the specific work to be performed.
3. A listing of all personnel assigned to the project and qualifications of each, if not previously provided (including any subcontractors).
4. A list of equipment to be available.
5. A list of supplies to be provided.
6. A work schedule. (MS Project Gantt preferred)
7. A detailed cost estimate for the work to be performed.
8. Appropriate safety plan (where requested)
9. Detailed sampling plan (where requested)
10. Quality assurance plan (where requested)

Items 9 and 10 may be combined into a Field Sampling Plan or a Sampling and Analysis Plan.

ALL PROJECT WORK PLANS AND COST ESTIMATES MUST BE NEGOTIATED AND APPROVED BY THE CONTRACTING OFFICER, IN WRITING, PRIOR TO COMMENCEMENT OF WORK. FOR PHASED PROJECTS, ADDITIONAL WORK PLANS AND/OR ESTIMATES WILL BE REQUIRED PRIOR TO THE START OF THE NEXT PHASE AND MUST BE APPROVED BY THE CONTRACTING OFFICER PRIOR TO COMMENCEMENT OF WORK. ANY WORK PERFORMED PRIOR TO THE CONTRACTOR'S RECEIPT OF A WRITTEN "NOTIFICATION TO PROCEED" SHALL BE AT THE CONTRACTOR'S OWN RISK AND EXPENSE.

Where appropriate, safety plans will be required for Activities I and II. (See C.1 SCOPE OF WORK for a description of "Activities"). Safety plans, if required, for Activity III will be discussed on a case-by-case basis and, if needed, will be required at least seven (7) days prior to starting field work.

c. Project Records.

The Contractor shall keep a log of all time and materials expended on each project, for each personnel position, equipment used, etc. All items billed by the Contractor shall be in accordance to those items in the General Services Administration (GSA) contract and the BPA, and shall be identified by project. Any items to be billed and not listed in the GSA contract and BPA should be brought to the attention of the Contracting Officer's Representative (COR) immediately upon determination of the need for usage and shall be accepted only after approval by the Contracting Officer. All records are subject to audit.

If during the course of any phase, of any project, in any activity area, it appears that the actual cost of that phase shall exceed the estimate by more than 15 percent, the Contractor shall stop work, notify the COR and Contracting Officer, and receive approval prior to continuation of the project.

C.6 COMPLIANCE WITH REGULATIONS

All actions and recommendations submitted by the Contractor shall be in strict compliance with the applicable laws and regulations for the site. The Contractor may not decide to take advantage of regulatory discretion or draft rules or regulations without explicit direction from the Contracting Officer. This may include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the National Contingency Plan (NCP), the transport, storage and disposal provisions of the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, the Clean Water Act, the Safe Drinking Water Act, and all other applicable (or relevant and appropriate) Federal, State, and local laws and regulations as related to the specific project location, activity, or waste. All work submitted by the Contractor may be subject to the review and approval of EPA and/or the appropriate State regulatory agency. Except for information requests, the Contractor shall coordinate all interaction with external or regulatory agencies through the Contracting Officer or the Contracting Officer's Representative. The Government will be responsible for submitting reports to regulatory agencies unless other arrangements are approved by the Contracting Officer or Contracting Officer's representative. It is

the Contractor's responsibility to find out from the regulatory agency(s) which guidance materials are current and applicable.

The Contractor shall provide USDA Forest Service staff recommendations for permits, licenses or other authorizing documents, and the Government shall direct the Contractor as to which of these documents shall be prepared (if any). The Contractor shall obtain and/or prepare all necessary permits, licenses, or other documents necessary to accomplish the prescribed work (see Clause 52.236-7, Section I), only as directed by the Government. Government liability for costs of necessary permits and licenses will be limited to those costs which are project specific and the permit(s)/license(s) are obtained after approval by the Government. The Forest Service already has, or will obtain, the required EPA Identification Number for hazardous waste generator sites.

The Contractor shall maintain and submit evidence of liability, property damage and other insurance at or above the minimum limits established by law, and in accordance with industry standards, for the types of work being conducted, as specified in Section H.

C.7 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

The Contractor shall be a firm which is regularly engaged in and has demonstrated skill in completion of work in those activity areas for which their proposals have been accepted. The Contractor must have broad experience in clean up of accumulated hazardous materials and wastes from Forest Service or other sites, hazardous waste site characterization and cleanup work, environmental report writing, and/or experience in activities required for complex waste site cleanup, as they relate to the specific activity.

All work on this contract shall be accomplished under the direct on-site supervision of a trained and experienced project manager. If directed by the Government, the Contractor shall ensure compliance where applicable laws and regulations that require work to be carried out under the direction of a registered geologist or professionally licensed civil/environmental engineer. Offerors must submit credentials for key project management personnel as part of their proposal for each activity area offered.

If there is a change in key personnel during the life of the project or task order, the Contractor shall insure the continuity of the project or task order, including schedules and deadlines. The Contractor shall notify the Contracting Officer (CO) in writing and receive approval prior to any key personnel changes. Frequent changes in key personnel over a short period of time can adversely affect completion, quality, and cost of a project and in turn may reflect poorly upon the Contractor's

performance. Frequent turn-over or switching of project personnel may be considered by the Government when awarding task or delivery orders under this contract or in the renewal of option years.

C.8 TECHNICAL SPECIFICATIONS

The following specifications outline work as currently proposed in each of the Activity areas. However, the government reserves the right to modify specific project activities based on new statutes or regulations, changed conditions or standards, the advice of involved Contractor, or other circumstances as may be indicated.

C.9 ANALYTICAL SERVICES

For all activity areas, qualified Contractor personnel shall provide on-site field screening (including use of real-time instrumentation and/or field test kit analytical methods) and other analytical services. Additional samples, as determined necessary by the Contractor, and authorized by the Government, may be collected and sent to qualified laboratories for analysis. The Contractor shall be responsible for sample and lab identification, dates of sample collection and analysis (including conformance with prescribed holding times), analytical procedures to be used (normally US EPA SW-486 specified methods for sampling and analysis), quality control, and chain of custody. In any case, deviations from US EPA SW-486 methods shall be described and justified in writing in the Contractor's work plan, Sampling and Analysis Plan, and/or report(s). All test results shall be included in the final project report.

The analytical laboratory chosen by the Contractor(s) to perform analysis shall be a State or EPA certified laboratory and be certified to perform the required analytical method at the time the tests are conducted.

The Contracting Officer and Contractor may mutually agree to using an XRF machine for analyzing samples on-site instead of sending samples to a lab. All personnel using an XRF machine must be trained in its use and carry current certification. The Contracting Officer and Contractor may mutually agree to use onsite, real-time qualitative or quantitative analysis methodologies (immuno-assay test kits, etc.).

For all samples, the Contractor shall assume financial responsibility for re-sampling if data is unusable because of problems with sampling techniques, handling or shipping problems, sampling requirements (insufficient sample material collected, inappropriate sample preservation, inappropriate sample locations), laboratory error, inadequate laboratory performance (as evidenced by data quality assurance/quality control reports-at the discretion of USDA Forest Service staff), or laboratory contamination. Samples collected may be analyzed using real-time techniques or equipment in the field when specified in a task order or approved sampling plan.

The Contractor shall ensure that appropriate Quality Assurance and Quality Control (QA/QC) is applied to sampling and analytical activities. QA/QC procedures and results must be documented. When appropriate, this documentation would be included in work products; otherwise, it shall be available to the Government upon request.

The Contractor shall consult with the Forest Service to establish data quality objectives (DQOs) for sampling. Collection and analysis of samples must be designed to support making the decision tied to the DQOs as well as defining and managing the risk of false positive and false negative analytical results.

In addition, the Contractor shall consult with and provide technical data and advice to Forest Service officials and staff; attend, report, and advise at meetings and conferences with regulators and other parties; and analyze any other data pertinent to the projects when required.

C.10 TRANSPORTERS AND DISPOSAL FACILITIES

a. Material/Waste Analysis and Identification: If the Contractor must perform analysis (including hazard categorization testing – HAZCAT) of hazardous materials/wastes, contaminated media, and investigation derived wastes for disposal, any analysis shall comply with all federal, state, and local requirements for waste analysis categorization and/or classification. Analysis shall include determination if hazardous or toxic waste is to be treated, recycled, or ultimately disposed of in a landfill

b. Material/Waste Segregation and Waste Minimization: The Contractor is responsible for ensuring that all hazardous and non-hazardous materials and wastes generated during activities undertaken pursuant to this contract are segregated so as to minimize the volume of hazardous wastes. Unless approved by the CO, hazardous materials (Department Of Transportation DOT)) are not to be used in order to minimize hazardous waste generation. Due care shall be used to select “green” alternatives to products and applications, where applicable. All containers shall be marked in accordance with DOT labeling requirements and standards to ensure they are readily and

properly identified and managed. In addition, the Contractor must ensure that there is a clear audit trail for all items until the final recycling, treatment, or disposal is accomplished.

For transportation and disposal of non-hazardous wastes, bills of lading, non-hazardous waste manifests, or another similar document trail shall be established with copies provided to the USDA Forest Service to document location and proper transportation and disposal of solid wastes.

In every case (to the degree practicable – as determined by the Government), the contractor shall be diligent in ensuring that the amount of waste generated is sufficient to meet the clean-up objective(s) at the site, but does not include materials that are not waste. Further, in every case (to the degree practicable – as determined by the Government), the contractor shall accurately categorize wastes in such a way that packaging, transportation, and disposal effort and costs are minimized (the Contractor shall make every effort not to “default” to more restrictive waste classifications/categorizations during waste determination efforts).

c. Packaging and Container Marking: The contractor shall package, mark, label and load all items in such a manner that all applicable Federal and state laws and regulations are complied with. Packaging, shipping names, marking, labeling, placarding, etc., under the terms of this contract will be in accordance with 49 Code of Federal Regulations (CFR) and 40 CFR. All hazardous waste containers shall be labeled in accordance with the requirements of 40 CFR Part 262, Subpart C, Part 264, Subpart I and Part 265, Subpart I. If items must be repackaged for proper shipment the contractor shall perform such repackaging and furnish all required materials. When repackaging is necessary, the contractor shall be responsible for disposal of the original container and placarding 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 specific project sites.

The Contractor shall ensure that all containers used for the packaging and repackaging of hazardous wastes are compatible with the materials they will hold. The Contractor is also responsible for ensuring that the containers they provide for the management of wastes comply with the requirements of 40 and 49 CFR and applicable state regulations.

If the Contractor elects to package compatible items in the same container, then the contractor must provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outermost container. A copy of the packing list must be attached to the manifest.

The Contractor is responsible for ensuring that all contaminated media (soil, water, etc.) are placed into the appropriate containers in compliance with applicable Federal and State environmental laws and regulations.

Bulk packaging and transport of impacted environmental media shall be considered. When used, such bulk packaging and transport shall comply with all applicable laws and regulations.

d. Manifesting: A uniform hazardous waste manifest is required for the removal of regulated hazardous wastes from National Forest Lands under this contract. Manifests and land disposal restriction notifications will be prepared by the Contractor in accordance with 40 CFR Part 262 Subpart B, Part 263 Subpart B, Part 264 Subpart E, Part 265 Subpart E and Part 268. A Forest Service representative shall sign the manifests as the generator. The Contractor shall review all manifests for completeness and accuracy prior to presenting them to the Forest Service for signature.

Completed copies of all manifests shall be furnished to the Forest Service office whose address appears on the manifests and included in any applicable report. Manifests shall be submitted in such a manner as to comply with the timeliness prescribed by the state and EPA regulations. All non-hazardous (solid) wastes shall be manifested with either a non-hazardous waste manifest, bill of lading, or similar shipping document that describes the waste, identifies the hauler, and identifies the receiving facility.

For items or materials transported and disposed of as solid waste or for recycle/reuse, the contractor shall generate and provide copies of bills of lading, manifests or inventories for material or solid wastes shipped offsite. In every case, the name, address, and contact phone number of the transportation and disposal or recycle/reuse facility must be provided in this paperwork.

For items or materials transported and disposed of as solid waste or for destruction or land disposal, the contractor shall provide certificates of receipt, disposal and/or destruction to certify the disposition of the items or materials so transported and disposed. In every case, the name, address, and contact phone number of the transportation and disposal, destruction, or land disposal facility must be provided in this paperwork.

e. Routing, Delay, and Demurrage: Where applicable, transporters shall comply with transportation routes that have been designated by State or local authorities. Travel to such designated routes shall be as direct as possible. Any deviation from established transportation routes (where required) must be reported to the Contracting Officer within 24 hours. Demurrage or delay shall be reported to the Contracting Officer and/or Contracting Officer's representative as soon as possible, and always within 24 hours. The reason(s) for the demurrage or delay shall be included in this report.

f. Certificates of Destruction/Certificates of Disposal (CDs): For all hazardous wastes that are transported offsite for treatment or disposal, the Contractor shall supply a CD for every shipment or item. CDs shall be required attachments to any report prepared.

g. Material/Waste Management on National Forest Lands: The Contractor(s) is responsible for seeing that all materials and wastes generated during the activities of this contract are managed in compliance with applicable Federal and state environmental laws and regulations. This includes ensuring that all excavated contaminated soils are managed appropriately and in accordance with the Government-approved workplan. In those instances where contaminated soil stockpiling is

necessary, soils shall be managed in a way that precludes exposure of flora, fauna, or human receptors. Further, such soils shall be managed to preclude movement of contamination from or within these soils.

The Contractor(s) is responsible for seeing that all containers of hazardous site characterization and remediation wastes generated under the activities of this contract are removed from National Forest lands within the applicable regulatory time frames. This provision applies to investigation-derived wastes (IDW), as well as non-hazardous (solid) wastes.

h. Transporters: For all hazardous wastes transported under this contract, the Contractor shall present (prior to loading) all applicable state waste hauler licenses (upon Government request) and US EPA waste transporter identification numbers. Only experienced, licensed transporters shall be used to haul hazardous wastes under this contract. The Contractor shall also provide and affix appropriate placards to each vehicle prior to leaving Forest Service premises and ensure that all EPA, DOT and State transporter requirements are met.

Transportation safety for project personnel, forest users, and the public is of paramount importance to the Forest Service. In an effort to manage the risk associated with transportation of personnel, equipment, wastes and materials to and from USDA Forest Service job sites, the following provisions will apply to all transportation associated with this contract:

All trucks, tractors, and trailers used by waste haulers shall meet all federal and state requirements for highway safety. Failure of transportation equipment provided under this contract to meet safety standards shall be grounds for the Government to issue a “stop work” notice on any task.

The Contractor shall adhere to all traffic laws, rules, and regulations applicable to travel on Forest Service and public roads at all times. The Contractor agrees to immediately report any written citations or violations of traffic laws, rules, and regulations to the Contracting Officer (confirmed in writing within 48 hours of the infraction). Failure of the Contractor to report citations, violations, or infractions of traffic laws, rules and regulations shall be grounds for the Government to issue a “stop work” notice on any task. Failure of the Contractor to strictly adhere to all traffic laws, rules, and regulations shall be grounds for the Government to issue a “stop work” notice on any task.

In every case, safety performance of the Contractor may be considered in evaluating Contractor proposals for award of tasks under this contract.

i. Off-Site Recycling and Treatment/Storage/Disposal Facilities: The Contractor shall identify each recycling and/or TSD facility, which may receive hazardous materials/wastes under this contract. Each TSD facility must have, as a minimum; EPA RCRA permit or state approval as a treatment or disposal facility. The Contractor agrees that no facility other than those initially accepted by the Government in the award process will be used. The Forest Service on a case-by-case basis may approve additional TSD facilities.

In an effort to reduce the Region's future liability for the wastes it generates, ALL wastes and contaminated media managed under this contract shall be sent to only those treatment/storage/disposal facilities that are in compliance with EPA's "Off-Site Rule" (40 CFR 300.400 on the U.S. Environmental Protection Agency's "Off-Site Rule" list. Solid waste must be disposed of at a RCRA-permitted Subtitle D facility. Uncontaminated demolition debris may be disposed of at properly permitted facilities. Other non-hazardous materials requiring disposal, destruction, or disposition must be discussed and agreed to by the COR prior to commencement of transportation, destruction, or disposal. In every case, the disposition and/or transportation of materials, items, and/or wastes must be documented for the USDA Forest Service. Failure to properly transport, treat, store, dispose, or document the same is grounds for the Government to issue a "stop work" order.

C.11 REPORT SUMMARY

The following is a summary of the reporting requirements for each activity area:

<u>ACTIVITY</u>	<u>NUMBER OF COPIES REQUIRED</u>	
	Paper	CD
Project Work Plans	2	1
	(Unless specified otherwise)	
Activity I (HAZMAT Cleanup):		
Phase 1	1	0
Phase 2	1	0
Activity II (Site Cleanup)	3	1
Activity III (Environmental Assessments and Environmental Reports)	4	2

Contractor-caused Spills 4 0

All reports shall become the sole property of the Government, and may be used in part or in their entirety, at the Government's discretion.

All reports shall be submitted to the Government on a project-specific basis, in 8 ½ x 11-inch format of reproducible, unbound quality, and shall contain all appropriate information, data, and recommendations in a format approved by the CO. Other submittals, such as maps, plans, and designs that are typically not 8 ½ x 11-inch format, shall be a size specified in the task order or agreed to by the CO.

C. 12 SCHEDULING SUMMARY

In all cases, the total elapsed time between the Contractor's receipt of the Government request/description of work, and the Government's receipt of the Contractor's work plan, shall not exceed 21 calendar days. For simple task orders, the total elapsed time between the Government's request and the Contractor's work plan may be as brief as 5 working days. Most government requests for quotes will fall between these extremes of five (5) and twenty-one (21) days. The following is an activity-by-activity summary of approximate maximum elapsed time between approval of a work plan or report by the Government, and completion of a clean up activity and/or issuance of a final report by the Contractor:

ACTIVITY ELAPSED TIME IN CALENDAR DAYS

a. Activity I (HAZMAT Clean up):

- Completion of Phase 1 Report 40 Days
- Completion of Clean up 20 Additional Days
- Completion of Phase 2 Report 20 Additional Days
- Completion of Annual State Report 30 Days After Receipt

b. Activity II (Site Clean up):

Initial Site Visit	2-14 Days
Completion of Clean up and Reports	As mutually agreed between the Government and the Contractor.

c. Activity III (Environmental Assessments and Environmental Reports):
Task 1 Environmental Site Assessments (Phase I & II)

Completion of Phase I	20 Days
Completion of Phase II	As mutually agreed between the Government and the Contractor

Task 2 (Preliminary Assessments) 60 Days

(The following are required on an as-needed basis)

Sampling and Analysis Plan	30 Days
Health and Safety Plan	30 Days
QA/QC Plan	30 Days

Task 3 (Site Investigations)

Sampling and Analysis Plan	30 Days
Health and Safety Plan	30 Days
QA/QC Plan	30 Days
Final SI Report	90 Days

Task 4 (Community Relations Plan) 45 Days

Task 5 (Removal Action Memorandum)

Final Action Memorandum	30 Days
Written response to comments	45 Days

Task 6 (EE/CA)

Sampling and Analysis Plan	30 Days
Health and Safety Plan	30 Days
QA/QC Plan	30 Days
EE/CA	75 Days
Written Response to Comments	90 Days

Task 7 (RI/FS)

Sampling and Analysis Plan	45 Days
Health and Safety Plan	45 Days
QA/QC Plan	45 Days
Final RI/FS Report	120 Days
Written Response to Comments	135 Days

Task 8 (Removal Design)

The 30 percent submittal	30 Days
The 60 percent submittal	75 Days
The 100 percent submittal	90 Days
The 100 percent Resubmittal (When Required)	92 Days

Task 9 (Operations, Maintenance
and/or Monitoring Plan(OM&M))

OM&M Plan	30 Days
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Task 10 (Special Studies and Misc. Tasks) Time to be determined.

Task 11 (Sampling and Analysis and/or QA/QC Plans) Time to be determined

All elapsed times are approximate and definite work schedules will be negotiated under each task order at the time the task order is issued. These times may be adjusted in either direction on a project-specific basis by mutual agreement between the Government and the Contractor depending on the urgency of the situation, weather conditions, site conditions, and other workload. However, these elapsed times represent an average that the Contractor will generally be expected to meet. If an offeror can not meet this schedule, this should be so stated in the offer, along with the reason why, and provide an itemized, proposed time frame.

Schedule performance is important to the Government. The Contractor's work plan under any given task order shall supply a schedule that is to be adhered to unless changes are agreed to by the Contracting Officer. The Contractor agrees to notify the Government as soon as schedule slippage is suspected (or known), and to work with the Contracting Officer to implement corrective action. Failure to meet work plan schedules may be cause for the Government to issue "stop work" notices, and may be considered by the Government in award of task orders under this contract.

SECTION D--PACKAGING AND MARKING

D.1 PACKING AND SHIPPING

All material to be packed and removed shall be done in accordance with all Federal and state laws and regulations.

For shipments that do not require manifesting, shipping papers (such as a bill of lading) shall be prepared by the Contractor.

All shipments shall be properly labeled, marked, and placarded in accordance with all Federal and state laws and regulations.

SECTION E - RESERVED

SECTION F--DELIVERIES OR PERFORMANCE

FAR 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/these address(es):

www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.242-14 Suspension of Work (Apr 1984)
- 52.242-17 Government Delay of Work (APR 1984)
- F.1 AGAR 452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is from date of award through one year.

F.2 STOP WORK AUTHORITY – Inspectors and CORs suspend work if they perceive: (1) violation(s) of OSHA or MSHA safety standards that threaten human health; (2) a release of solid or hazardous waste that could threaten human health or the environment; (3) imminent damage to Government property; (4) imminent or likely damage or non-compliant condition to resources under the management of the USDA Forest Service likely as a direct result of contract activities or action; (5) violation of State or Federal law, or (6) violation of a specific provision of this contract that specifies that the Contracting Officer’s Representative has “stop work” authority for non-compliance.

If such an order is given, all work must be placed in a safe configuration and work stopped. Work must not be resumed until the error condition is corrected and a written resume work order is issued.

Prior to issuing a “stop work” order, the Government has a responsibility to (1) immediately verbally notify the Contractor of the hazard or condition of concern and indicate a “stop work” order is being contemplated, (2) work with the Contractor to correct the identified condition prior to suspending work, and (3) provide both a written and verbal “stop work” order that identifies the condition that needs to be corrected prior to resumption of work.

SECTION G--CONTRACT ADMINISTRATION DATA**G.1 GOVERNMENT-FURNISHED PROPERTY**

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

G.2 INVOICE FORMAT

All invoices submitted for payment shall be itemized in the following format:

All labor and equipment shall refer to the item number from the Schedule of Items. Labor and equipment shall be itemized by labor category or equipment type, show the appropriate rate, work units, and a total for that item. Total prices shall be listed along the right-hand side of the invoice page with an invoice total at the bottom. Use of spreadsheet-type format is recommended but not mandatory.

Prices for other items that are lump sum such as copying, per diem, care rental and the like shall be listed item by item on the invoice with their total price also listed on the right-hand side of the page and added into the invoice total.

Invoices shall show accumulated costs to date and the amount remaining in the task order. All invoices shall be submitted to the CO for processing.

For any particular task or delivery order, the CO or COR may require invoices to itemize charges by work task, activity, or category in such a way that it facilitates cost-tracking against project estimates.

For any task or delivery order, the CO or COR may require progress reporting to accompany (or show) on invoices to demonstrate percent completion by task, sub-task, or work element.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

AGAR 452.237-74 Key Personnel (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: Project Manager
- (b) During the first one hundred and eighty (180) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 180-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the acceptability of proposed substitutions. The contract will be modified to reflect any approved changes of key personnel.
- (d) The Government relies on the Contractor's key personnel for the efficiency and effectiveness of task or delivery order completion. Therefore, substitution of key personnel for the convenience of the Contractor, or any reason other than the properly-documented illness, death, or termination of employment may cause the Contracting Officer to consider equitable adjustment for any task or delivery orders that may be adversely impacted by the substitution.