

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-HQ-06-14601/0001	3. EFFECTIVE DATE 11/21/06	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-06-14601	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-HQ-06-14601
		✓	9B. DATED (SEE ITEM 1) 10/25/06
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to post the changes to the solicitation and to post the Questions and Answers for the Emergency and Rapid Response Services (ERRS 3) for Region 8 RFP# PR-HQ-06-14601/0001.

The Proposals due date has been extended to Tuesday, 12/05/06 by 3:00pm EST. Proposals can be submitted in as early as Monday, 12/04/06 by 3:00pm EST.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		JODY M. GOSNELL	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The Section B clause entitled "FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984)" has been modified. The text is as follows:

The fixed rates set forth in Attachment 3, "Pricing Schedule Years 1-5" inclusive of all indirect costs and profit, shall apply for payment purposes for the duration of the contract and are subject to the following additional limitations:

a. Fixed labor rates apply only to the employees of the listed contractors and team subcontractors. The fixed labor rates are not applicable to labor provided by personnel who are not employees of the listed prime contractors and team subcontractors. Such labor shall be considered subcontracted effort for which the contractor shall be reimbursed at cost subject to those limitations in paragraph (c) below. (See clause in Section B, "Fixed Rates for Labor, Equipment and Other Items"; and Section H, "Definitization of Provisional Rates".)

b. Equipment items identified in Attachment 3, "Pricing Schedule Years 1-5" are those that historically have experienced the highest utilization on emergency response and removal sites. Fixed rates for equipment apply to those items on the list that are company owned. (See the clause in Section B, "Fixed Rates for Labor, Equipment and Other Items"; and Section H, "Definitization of Provisional Rates".)

c. After award of the contract, if the Contractor provides a labor category for which a fixed rate has not been established, whether or not it is provided from the contractor's own resources (i.e. - their employees), or through a third-party subcontract, reimbursement shall be at a cost subject to the following conditions:

i. Provisional rates may be established solely by the Contracting Officer. Provisional rates shall include direct cost, indirect cost, and profit. (See Section H, Definitization of Provisional Rates)

ii. The Contracting Officer will determine if the provisional rates will be negotiated on a site by site basis, or on a contract-wide basis.

d. The rate(s) set forth in the Pricing Schedule cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit. The equipment rates shall apply to equipment that is company owned and shall be inclusive of all costs (operation and maintenance, fuel, repair costs, depreciation and other acquisition costs and indirect costs, as applicable).

e. The contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task orders issued by the EPA Ordering Officer (See Clause G.1) and accepted by the Contracting Officer. If work under a Task Order crosses into another period, the Government shall reimburse the Contractor for labor and equipment provided under a task order at the rates in effect in the period in which the work is performed. If work under a Task Order extends past the last year, the last

year's rates will remain in effect for the duration of the task order.

f. The contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

2. The Section B clause entitled "FIXED RATES FOR LABOR, EQUIPMENT AND OTHER ITEMS" has been modified. The text is as follows:

I. LABOR

a. The fixed rates for labor, equipment, and other items specified in Section B, Clause entitled "Fixed Rates For Services-Time and Materials or Labor Hour Contract" are inclusive of all expenses, including salaries, overhead, general and administrative expenses and profit. The "Straight Time Rates" shall be charged for the first 40 hours worked by an employee during any 7-day weekly period, except for Sundays and Holidays or in accordance with the contractor's established policy. (See contractor's Holiday Policy in Section H)

b. EPA shall not reimburse the Contractor for any straight time, overtime, or Holiday time rates unless those amounts are actually paid to the employees. "Overtime Rates" shall apply for work in excess of 40 hours per week, except for exempt (salaried) employees in accordance with the contractor's established policy.

c. Labor costs shall be computed by multiplying the appropriate hourly rate by the actual number of direct labor hours performed.

d. All overtime work must be approved in advance by the Contracting Officer or Ordering Officer.

e. When an individual employee's normally assigned category of labor is higher than the function he/she is performing during any period of work at a specified site, the rate charged for that employee shall be based on the function that the employee is performing, (e.g. a Chemist who is performing the duties of a laborer shall be charged at the fixed rate for a laborer during the period of time he or she is performing these duties.)

f. When an individual employee's normally assigned category of labor is lower than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid to that employee (e.g. a Laborer, performing the duties of a Truck Driver, shall be charged at the fixed rate of a Truck Driver, only if the employee is paid by the Contractor at the rate of a Truck Driver.) If the employee is not paid at the higher rate, the Contractor shall only bill at the rate of the employee's normally assigned category of labor. The employee must meet the qualifications set forth under this contract for the labor category being performed.

g. When an employee is required to travel in excess of fifty (50) miles one way from his/her residence or place of employment (whichever is less) to a site and return within a standard work day, such travel time is considered work time for which reimbursement by the Government may be made at straight time rates. Reimbursement for travel time will not be made by EPA if the

contractor's employees are not paid for travel time.

h. When an employee with a classification similar to that in Section I - SERVICE CONTRACT ACT, as amended, is required to travel in excess of fifty (50) miles one way from his/her residence or place of employment (whichever is less) to a site and return, and if such travel extends beyond their normal working hours, the travel time shall be considered work time. When the hours worked are in excess of forty (40) hours per week, then that time is also considered work time for which overtime shall be paid at the applicable overtime rate. If travel is by an employee with a classification other than that listed under the Service Contract Act of 1965 As Amended (FAR 52.222-41 in Section I) (i.e., Project Manager, Chemist, etc) and results in a workday in excess of a standard workday, such additional time shall be reimbursed at the applicable rates (straight time or overtime as identified in **Clause B.2**), provided however, that these employees are actually paid for such additional time.

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

j. In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe conditions, or some other conditions beyond either the control of the contractor or the control of the Government, EPA will not reimburse the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the Contractor in excess of those hours actually worked on the site.

k. Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulations subpart 31.205-46, Travel Costs. Travel expenses include costs for transportation, lodging, meals and incidental expenses incurred by contractor personnel in performance of this contract. Travel expenses are allowable for each employee required on-site if the work site is in excess of fifty (50) miles one way from the individuals place of employment or residence and total work day (including travel time) exceeds 12 hours per day. The "50 miles in 12 hours" is the current stipulation in the Federal Acquisition Regulation for travel costs and may be superceded by later editions of the FAR and travel regulations. The regulations in effect at any given time govern travel costs under this contract. Travel expenses may include General and Administrative expenses to the extent that the Contractor's normal accounting practice to charge on such a basis. In the performance of necessary travel allocable to a particular task order, the Contractor shall use the least expensive means available to the extent consistent with the requirements of each response action. Once employees are working on site, the Contractor may elect to make personnel substitutions. However, EPA will not pay any associated travel charges for any such substitution unless determined to be appropriate by the On-Scene Coordinator (OSC). On occasions where an employee takes sick or vacation leave from an EPA site, the government will not pay any travel costs associated with the departing employee or for the employee designated as the replacement. Reimbursement of travel expenses by EPA will be consistent with the Federal Travel Regulations and subject to the following:

i. Costs incurred for lodging, meals and incidental expenses

shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (FTRs). Documentation to support actual costs incurred shall be in accordance with the contractor's established practice; however, notwithstanding the contractor's policy, a receipt is required for each expenditure in excess of \$75.00. Thus, lodging costs will be reimbursed by EPA for only actual costs incurred and paid by the contractor up to the ceiling established in the FTR'S. The contractor may elect to reimburse its employees for meals and incidental expenses on a per diem basis, and the Contractor will be reimbursed for such PAYMENTS, provided the employees are actually paid on a per diem basis. In no event shall the reimbursement be more than what is paid to the recipient employee.

ii. Consistency shall be maintained between the 1900-55s and invoicing procedures for audit verification purposes. The Contractor shall document employee receipt of these allowances.

1. To the maximum extent practicable consistent with travel requirements, the contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bonafide employees' travel that are otherwise reimbursable as a direct cost pursuant to this contract and when use of such rates results in the lowest overall costs. The contractor shall submit requests, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

m. Nothing in this clause shall authorize transportation, lodging or accommodations, or related services which are not otherwise reimbursable under this contract. Nothing in this clause requires vendors to make available to the contractor city-pair contract fares, other Government discount air fares, or special hotel/motel rates.

II. EQUIPMENT

Fixed equipment rates constitute billable charges to the Government for use of equipment items. Equipment is billable at the point equipment arrives on the site up to the time equipment is demobilized from the site. The equipment fixed rate is not billable for non-working days (ie. Sundays & Holidays). The Contracting Officer may negotiate a different billing arrangement for a site or a Task Order with unusual circumstances or unusual duration.

Fixed rates established for equipment items shall represent the maximum ceiling or cap for such items, whether Contractor-owned or based on rental/lease quotes. In the event that the Contractor obtains equipment through a short-term lease or rental arrangement (i.e. less than 12 months) the Contractor shall obtain competitive bids from the geographical area in which the work is taking place. While the Government may pay less than the fixed rate for equipment items due to competition, the Contractor may not exceed the rate specified in the contract unless authorized by the Contracting Officer.

Fixed rates are exclusive of operators unless otherwise specified. All equipment must be provided in good working order; routine maintenance and any

repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the Contractor's expense. Thus, repairs and maintenance performed on site by fixed rate labor personnel will be excluded from the labor charged during such occurrences.

The equipment rate shall apply only to Contractor-owned equipment and shall be inclusive of all costs (operation and maintenance, fuel, repair costs, depreciation and other acquisition costs and indirect costs, as applicable). Any equipment that is leased shall be billed at cost with applicable indirect cost applied.

The daily rate for equipment shall not be charged to the contract when the equipment is not available for use. Examples include routine repair or scheduled maintenance.

If, after the OSC informs the Contractor that the equipment is no longer needed at the site and the contractor elects for his convenience to store the equipment on site, the equipment shall not be charged to the contract.

The Contractor shall coordinate with the OSC to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action, in order to reduce equipment idle-time.

When the Contractor elects to remove an item of equipment from the site during the period of the Task Order, such removal shall be permitted subject to the consent of the OSC provided that the equipment is returned to its location for use when required by the OSC. No charge shall be incurred by the government, while the equipment is off site.

Repairs or maintenance necessitated by extraordinary circumstances beyond the control of the Contractor and outside the normal course of doing business and not due to negligence or carelessness on the Contractor's part, may be allowed as a direct charge at the discretion of the OSC and/or Contracting Officer. This approval by EPA must be documented on the 1900-55 or other mechanism verifying approval. In such cases, damaged equipment will be evaluated based on the following general guidelines: 1) issues raised by the contractor prior to damage or actual usage, 2) extraordinary circumstances/conditions, 3) emergency conditions, and 4) carelessness/negligence.

Method of Charging

a. The maximum charge for each specific equipment item used on a task order shall not exceed the Contractor's average purchase price/average capital value for all pieces of equipment in that category in his inventory. These values will be provided on a rate information annually on the anniversary date of the contract. The number provided will be verified as the appropriate value on the anniversary date of the contract. In the event that the average purchase price is reached on a particular Task Order, a usage rate must be negotiated with the Contracting Officer before any additional costs are incurred. The usage rate is to reimburse the Contractor for operating costs such as maintenance, license, insurance, etc.

b. Notwithstanding any of the provisions stated herein, the rate which

results in the lowest total overall cost to the Government shall apply regardless of the amount of usage.

c. Where items of equipment are shared at concurrent or consecutive response actions between two or more sites, the Contractor shall charge rates as though it were a single Task Order. For example, if an item of equipment were shared on two sites in one day, the government should be charged for only one day use instead of two days use. For purposes of this clause, concurrent and consecutive response action sites are those sites within 100 miles of the original site.

III. OTHER ITEMS

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

- Transportation and Disposal (T&D)
- Travel
- Subcontracts and other ODCs (Includes Materials)

ODCs are items which are allowable direct costs to the contract for which EPA may reimburse the contractor. ODCs will be treated in accordance with the Clause entitled "Allowable Cost and Payment" (FAR 52.216-7). Such items shall be charged in accordance with the contractor's established and accepted accounting practices.

The Contractor shall not direct charge expendables or other items that are included in their indirect cost structure in accordance with the contractor's accounting system. Notwithstanding the following list of items that are expected to be included in the contractor's inventory, for any individual Task Order which is of unusual magnitude or circumstances, the contractor may request the Contracting Officer to approve direct reimbursement of a specific item for that Task Order only.

The Government considers the following to be examples of items that should be included in the contractor's inventory:

List of inventory items will be updated

- Cascade System for Breathing Air (the breathing air is an incidental to cascade system for breathing air and its cost is a contractor responsibility)
- SCBAS, including face-mask and bottle
- Air Purifying Respirator
- Hard Hat, Safety Glasses, Ear Plugs
- Oil, Grease, Filters, etc. necessary for operation of equipment
- Maintenance/Service Vehicle or Trailer
- Hand Tools (hammers, wrenches, levels, etc., including non-sparking; Drum/Barrel Cart, Pallet Jack, Wheel Barrow)
- Sampling Tools (stainless steel pails, pans, trowels, drum thieves, calawasi tubes, etc.)
- Sampling Supplies (bottles, jars, preservatives, labels, chain-of-

- custody forms/labels, decontamination agents, etc.)
- Field tools (shovels, brooms, axes, spades, etc.)
- Field Chemistry Supplies (pH and other indicator papers, test tubes, vials, flasks, cotton swabs, propane torches, etc.)
- Emergency Egress System
- Drum/Barrel Punch for sampling and/or emptying drums
- Welding Stand, including torch, protective gear, and supplies
- Cutting Torch and protective gear
- Portable Eye Wash
- Saws; Hand or Electrical (chain, cut, band, circular, etc.)
- Detergents (laundry soap, shampoo, personnel or equipment decontamination detergent, etc.)
- Metal Detector
- pH Meter, Conductivity Meter, ORP Meter, Thermometer
- Combustible Gas Indicator
- Oxygen Meter
- Organic Vapor Analyzer
- Trash Can, Trash bags
- Vacuum Cleaner
- Safety, Pump, for Colormetric Tubes
- Safety, Meter, Monitor, Explosion
- Safety, Meter, Monitor, Expl/Oxygen
- Safety, Meter, Monitor, HNu (PID)
- Safety, Meter, Monitor, OVA, (FID)
- Safety, Meter, Monitor, IRD
- Safety, Meter, Monitor, Oxygen
- Safety, Meter, Monitor, Radiation
- Safety, Meter, Mon, Aerosol (specify)
- Safety, Meter, Monitor, Cyanide
- Safety, Meter, Monitor, H₂S
- Safety, Meter, Monitor, Merc Vapor
- Safety, Compressor, Breathing Air
- Safety, Sampler, Air/Personnel Pump
- Field Personnel Decontamination Station
- Hand Held Radio
- Telephone, plain paper facsimile machine, including telephone cord/jacks
- Computer, Printer with double-sided copy and paper feed, Modem
- Photocopy Machine
- Batteries, Flashlight,
- Ice, Drinking Water Cooler/Ice Chest and Electrolytic Fluid Replacements for Workers
- Tape (duct, strapping, electrical, warning, hazardous, etc.)
- Hoses, including suction/discharge hoses for pumps
- Hose Nozzle or Head, Sprinklers
- Chairs, Tables, Desks or other Furniture Extension Cords
- Office supplies (pens, pencils, grease, glass jar markers, drum markers, all other markers, paper, calculators, paper clips staplers, office tape, staple removals, stickers, labels, folders, notebooks, etc ...)
- Spray paint, survey stakes and other markers, etc.

Personal Protective Items as follow:

- Coveralls and Gloves (including chemical resistant)

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

A. RENEGOTIATION OF SPECIFIC RATES

Notwithstanding any of the fixed rates specified in **Attachment 3 - Pricing Schedule for Years 1-5** for any individual Task Order which, in the opinion of the Contractor and the Contracting Officer, is of unusual duration or circumstances, or in any situation where it is determined by the Contracting Officer to be in the best interest of the Government, the rates associated with that individual Task Order may be renegotiated upon mutual agreement of the parties.

B. ADVANCE APPROVAL OF COSTS

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

NOTE: The term "costs" is defined to mean allowable amounts for response services in accordance with the terms and conditions of the contract as modified, including but not limited to: straight time labor, overtime labor, equipment usage, mobilization, demobilization, travel time, per diem, subcontracted items, and materials.

C. NEGOTIATION OF ADDITIONAL FIXED RATES AND USE OF PROVISIONAL RATES

From time to time, additional items may be added to Section B, Clause entitled "Fixed Rates For Services-Time and Materials or Labor Hour Contract" with fixed rates negotiated and agreed to between the parties. If mutually agreed to by the Contracting Officer and the Contractor, specific rates (fixed or provisional) for items which are not included in Section B may be negotiated. If the contractor identifies additional items for inclusion in Section B, Clause entitled "Fixed Rates For Services-Time and Materials or Labor Hour Contract" or an item for which development of a fixed rate applicable to an individual task order is appropriate, the contractor shall furnish the Contracting Officer a written request identifying the item and the proposed rates. The request shall include cost and pricing data (i.e., rental quotes) supporting the proposed rate which is acceptable to the Contracting Officer which includes, but is not limited to, the Contractor's company-wide equipment usage log.

If an item is utilized on a Task Order prior to a fixed rate being negotiated with the Contracting Officer, a provisional rate applicable to only that Task Order or the contract may be approved by the Contracting Officer and

invoiced by the Contractor, for labor categories or equipment items only. Charges for the item shall be at the applicable provisional rate(s) established by the Contracting Officer. If a different rate is then negotiated under Paragraph A above or at the time of Task Order or provisional rate finalization, the Contractor shall make an appropriate adjustment on the next 1955 before invoicing for the Task Order. Provisional rates for equipment items will only be approved in unusual circumstances.

D. MOBILIZATION

The Government will not reimburse the contractor for mobilization and demobilization costs, except when the equipment is utilized for its intended function. For example: If an over-the-road tractor and lowboy Trailer are utilized in transporting a bulldozer to or from a site, only the tractor and trailer would be paid at the applicable negotiated rate listed in Section B, Clause entitled "Fixed Rates For Services-Time and Materials or Labor Hour Contract" above since its function is mob/demob. The bulldozer would be billable at the point it arrives on the site up until the time of demobilization. The truck driver labor during mobilization or demobilization will be reimbursed at the applicable fixed rate specified in Section B, Clause entitled "Fixed Rates For Services-Time and Materials or Labor Hour Contract".

The Contractor agrees to make every effort to mobilize equipment and personnel from the nearest available location to the site of the response action. However, in no event shall the charge for mobilization exceed what the charge for mobilization would be if the item was mobilized from the contractor's mobilization point located closest to the site. Once mobilized, the Contractor may elect to substitute identical equipment or labor types for what is already on site. However, EPA will not pay any additional mobilization charges for any such item(s).

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

Denver, Colorado
Salt Lake City, Utah

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

E. ITEMS NOT IDENTIFIED ON EQUIPMENT LIST

For items not identified on the Equipment List in Section B, Clause entitled "Fixed Rates For Services-Time and Materials or Labor Hour Contract" but required to accomplish tasks at the site, the contractor may provide owned, rented, or leased equipment. Where the cost of the equipment to be charged to the Task Order exceeds \$2,500.00, the equipment shall be obtained competitively. In cases where the contractor owns the equipment, the contractor may submit a quotation/bid for that owned equipment along with quotations/bids from other sources. In order to provide the best value to the

government, the evaluation of the quotes/bids submitted must include the addition of G&A to the quotes/bids of outside sources, if appropriate, any mobilization and demobilization costs for owned or rented equipment, and any other factors necessary to reflect total costs to the Task Order for that particular piece of equipment. When other sources are available, owned equipment rates must be competitive with market rates and the price determined to be reasonable.

3. The Section B clause entitled "MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)" has been modified. The text is as follows:

During the period specified in the Section F clause - Effective Period of Contract, Time and Materials, Labor Hour or Indefinite Delivery/Indefinite Quantity Contract, the Government shall place orders totaling a minimum of \$150,000. The amount of all orders shall not exceed the ceiling price specified herein, except at the Contractor's own risk.

4. The Section C clause entitled "COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.210-79) (JUN 1996) DEVIATION" has been deleted.

5. The Section C clause entitled "COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000) DEVIATION" has been modified. The text is as follows:

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data

communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. **task order** or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>

6. The Section G clause entitled "ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)" has been modified. The text is as follows:

(a) The Government will order any supplies and services to be furnished under this contract by issuing **task orders** on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the

following individuals are authorized ordering officers and are authorized to issue task orders against this contract for emergency purposes only:

<http://www.epa.gov/oamsrpod/ersc/osc/oscdatabase.pdf>

(b) A Standard Form 30 will be the method of amending Task Orders.

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

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

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

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

7. The Section G clause entitled "SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION" has been modified. The text is as follows:

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

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Attachment 4 of the contract. If contract work is authorized by individual **task orders**, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each **task order** and for the contract total, as well as any supporting data for each **task order** as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

8. The Section G clause entitled "PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000) DEVIATION" has been modified. The text is as follows:

The Government shall pay the Contractor **and Subcontract** as follows upon

the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract

under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all **task orders** issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request an audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms

of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

9. The Section G clause entitled "ERRS INVOICE REQUIREMENTS" has been modified. The text is as follows:

1. Separate invoices must be submitted for each Task Order issued under this contract. Invoices for payment shall be submitted in an original and five (5) copies distributed in accordance with the instructions **set forth below**, and shall include the contract number, order number, accounting and appropriation data as set forth in each Task Order, description of services, and amount of payment requested. Each invoice submitted for a particular Task Order shall be numbered consecutively. (See Clause G.2)

2. In addition to the special requirements described below, all invoices for payment under any Task Order shall be accompanied by a summary of costs claimed by major cost element: labor, equipment usage, sampling/analysis, transportation, disposal, travel and subsistence, materials, subcontracts, and any other charges. Invoices must be broken down further as follows:

a. Each invoice shall contain a "Cost Summary Report" which will give current and cumulative totals listed by major cost element category.

b. A "Project Daily Summary" is to be included with each invoice. This portion of the invoice shall have the charges for each major category listed by date with daily totals and separately show costs for each corporate entity providing response services on the site. Costs incurred off-site must be clearly identified.

c. Invoices are to include "Project Daily Detail" sheets with each line item listed giving a description, source of item, quantity, unit of measure, dollar rate, and total for the day. There shall be a subtotal for each major category and a total of charges for that day (See example in Clause G.2). The "Project Daily Detail" sheets should be consistent with EPA Form 1900-55s prepared each day with any difference explained fully by individual line item.

EXCEPTION: Where only maintenance activity is occurring at a site (e.g., bottled water, site security, etc.), only a monthly EPA Form 1900-55 may be required by the OSC.

d. A Cost Reimbursable Materials/Subcontract Log shall be included with the invoice and shall itemize all items purchased and/or provided at cost. Subcontract services provided at fixed rates listed in Section B of the contract should be excluded.

e. Copies of hotel receipts are required to be submitted by the contractor along with monthly invoices. Lack of hotel receipts shall result in deductions for unsupported amounts until copies of hotel receipts are provided.

f. Distribution shall be as follows:

i. The original and one (1) copy of each invoice to the Finance Office specified in the contract.

ii. One copy to the Contracting Officer and legible copies of the Contractor Daily Cost Reports (RCMS generated Form 1900-55) required under clause entitled "Reports of Work" and other documentation (sales receipts, charge tickets, invoices, etc.) to substantiate all costs for which reimbursement is requested.

iii. One (1) copy to the Project Officer or OSC Support Specialist. This copy shall be accompanied by the RCMS archive disk and legible copies of the Contractor Daily Cost Reports (RCMS generated Form 1900-55) required under Clause F.2 entitled "Reports of Work" and other documentation (sales receipts, charge tickets, invoices, etc.) to substantiate all costs for which reimbursement is requested. This copy shall include, on the reverse side or in an attachment thereto, the following statements:

Contractor Certification

I hereby certify in accordance with FAR 52.232-7 that all costs included in this invoice have been paid by (INSERT NAME OF CONTRACTOR COMPANY) prior to submitting the invoice to EPA for payment, except as allowed in FAR 52.216-7 (b)(ii) for subcontractors.

DATE	Name and Title of Authorized Contractor Representative
------	--

EPA Representative Certification

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

DATE	*Name and Title of Authorized Government Representative
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* NOTE - Authorized representatives include the Contracting Officer, the cognizant EPA On-Scene Coordinator or other designated Ordering Officer and the Project Officer.

iv. One copy of the cover transmittal page of the invoice shall be submitted to the Project Officer.

v. Each copy referenced in paragraphs B, C, and D above should be forwarded to the address below.

For FOSC and PO

U.S.EPA-Region VIII
 Mail Code 8EPR-ER
 999 18th St., Suite 500
 Denver, Colorado 80202-2466

For CO

U.S.EPA-Region VIII
 Mail Code 8TMS
 999 18th St., Suite 300
 Denver, Colorado 80202-2466

Attn: (Name Contracting Officer/Project Officer/OSC)

g. The contractor agrees that no invoice submitted for any particular Task Order shall be marked "FINAL INVOICE" unless and until such time as the Task Order has been finalized in accordance with the provision in Section H, "Final Reconciliation of Cost". If no additional amounts are due and payable to the Contractor after the final total cost of that Task Order, the latest invoice submitted shall be considered to have been the "Final Invoice". If additional amounts remain unpaid, the Contractor shall submit a final invoice for that Task Order and mark it accordingly. If the finalization results in excess amounts having been paid by the Government, the Contractor agrees to submit a final invoice within thirty (30) calendar days, showing a credit, accompanied by a check or money order payable to the Environmental Protection Agency.

h. The contractor is reminded that all invoices shall be generated from the contractor's accounting system.

10. The Section H clause entitled "TASK ORDERS" has been modified. The text

is as follows:

(a) Performance of the task under the PWS shall be made only as authorized by Task Orders issued in accordance with Clause G.1, "Ordering - By Designated Ordering officers".

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

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

(d) Cleanup efforts will only be ordered by the Contracting Officer through the issuance of individual Task Orders. All Task Orders issued will be for the specific services identified within each Task Order, and will be in accordance with the fixed rates specified in Attachment #3 - Pricing Schedule Years 1-5 of this contract.

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

(f) The On-Scene Coordinator named in the Task Order will be responsible for the technical administration of Task Orders placed hereunder. Neither Ordering Officers nor On-Scene Coordinators have authority to modify any provision of this contract. Any request for deviation from the terms of this contract or any Task Orders issued hereunder must be submitted to the Contracting Officer for contractual action.

(g) A separate EPA Form **1900-55** will be issued for each Task Order. Each Task Order will include:

(i) Date of the order, contract number, Task Order number, time of order (if issued verbally), name of On-Scene Coordinator (OSC) responsible for providing technical direction at the site, accounting and appropriation data, ceiling amount of order, required response time, and required completion date.

(ii) Location of the site and the name of the Response Manager assigned by the Contractor, if known at the time of issuance.

(iii) The specific PWS related to the response activity identified in the Task Order, any "optional" reports required, and any other special technical requirements, instructions or clearances.

(iv) The contractor shall acknowledge receipt of each order in writing within ten (10) calendar days after its issuance date. Such acknowledgment shall be submitted to the Ordering Officer, with a copy forwarded to the Contract Specialist responsible for contract administration.

(v) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, he shall immediately notify the Contracting Officer within ten (10) calendar days of receipt stating why the completion date is considered unrealistic.

(vi) The ceiling amount for each Task Order will be the ceiling price stated therein, and constitutes the maximum amount for which the government shall be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceed the specified ceiling amount except at the contractor's own risk. Any increase of the ceiling amount will be authorized in a written modification to the Task Order, and will be a unilateral action by the Government.

(vii) A Standard Form 30 will be used to modify all Task Orders, and will be signed by the Contracting Officer and, when applicable, the Contractor.

(viii) All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

11. The Section H clause entitled "KEY PERSONNEL - TEAM SUBCONTRACTORS" has been modified. The text is as follows:

The following and any future **team** subcontractor personnel are not authorized to perform as Response Managers under this contract until the contractor submits and receives Contracting Officer approval of the written Designation of Approval of the individual(s) as (an) Agent(s) of and for the contractor. After CO approval the agent will be authorized to take direction for the contractor and to obligate the contractor's commitment of funds and effort in connection with work on site.

To be added after contract award

12. The Section H clause entitled "LIMITATION OF FUTURE CONTRACTING (ERRS) (EPAAR 1552.209-74) (APR 2004) ALTERNATE I (APR 2004) DEVIATION" has been modified. The text is as follows:

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

B. If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or PWS and such specifications or PWS are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

C. Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the delivery order or tasking document and for a period of five (5) years after the completion of the delivery order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

D. During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

1. It will not provide any Superfund Technical Assistance and Removal Team (START); type activities (e.g., START contracts) to EPA within the Contractor's ERRS assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.

2. It will not provide any START type activities (e.g., START contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform ERRS work.

3. It will be ineligible for award of START type activities contracts for sites within its respective ERRS assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

E. The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work, including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

F. The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

G. To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

H. The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph **(H)** unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

I. If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the

Contracting Officer and the next administrative level within the Contracting Officer's organization.

J. A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

13. The Section H clause entitled "REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES" has been modified. The text is as follows:

a. The contractor **shall** required to subcontract all transportation of oil, and hazardous substances removed from the site of the clean-up to an appropriate disposal facility unless otherwise directed by the OSC, and to subcontract the storage and ultimate disposal of the materials removed from the site. If the prime contractor or prime **team-subcontractors** have fixed facilities for hazardous waste storage or disposal within the same company, such facilities will not be eligible for use under this contract. These restrictions do not preclude contractor facilities from being utilized under other Superfund contracts.

b. Competition shall be obtained to the maximum practicable extent. The methods selected for off-site transportation and disposal are subject to the approval of the OSC or Contracting Officer. Contractors shall obtain and provide to the approving official, written documentation of at least three (3) price or cost estimates for transportation of hazardous waste materials to a disposal facility and/or treatment and disposal facility. A CERCLA Offsite Disposal Report may be required as specified in individual Task Orders (See Attachment #2 - Reports of Work).

c. The OSC may direct the contractor to perform offsite transportation services up to the ceiling amount or the small purchase threshold per site when the contractor has available the necessary transportation equipment, labor and licenses. The OSC must make a written determination that the situation on site clearly demonstrates that it is in the Government's best interest from a timing, price or cost, or other basis to allow the contractor to provide transportation, and the rates to be utilized are acceptable to the OSC.

14. The Section H clause entitled "REMOVAL COST MANAGEMENT SYSTEM SOFTWARE" has been modified. The text is as follows:

a. The use of EPA's Removal Cost Management System Software (RCMS) is mandatory to prepare and submit EPA Form 1900-55, Daily Cost Summary Reports, during performance of this contract. The EPA will provide the contractor with the RCMS software which is a nationally consistent PC-based software package that generates cost/data receiving reports for EPA removal sites. RCMS allows EPA to track both ERRS contractor and government costs, project future costs,

run reports, and check contractor invoices.

- i. To run cost tracking, a rates disk is required. Rates disks are contract specific and contain all personnel and equipment rates in the contract. **Rate information is available through EPA Environmental Response Team, Cincinnati, OH at no cost. The contractor is responsible for all cost relating to employee RCMS training.**
- b. The minimum requirement to run RCMS is a system capable of running Windows 2000 or greater.
- c. Initial contractor training of the use of this system will be provided by the EPA. Additional training will be provided by EPA upon updates or revisions to the RCMS system. It will be the contractor's responsibility to provide training for new hires.
- d. The cost of this system shall not be reimbursable as a direct cost under this contract.
- e. The current archive disk covering the invoice period must be submitted to the On-Scene Coordinator and Contracting Officer with each invoice.
- f. The final archive disk copies shall be clearly marked "FINAL ARCHIVE DISK" and shall be forwarded to the Contracting Officer with the Final Site Report.

NOTE: The RCMS is strictly for EPA removal site cost data management. It is not intended to augment or replace the contractor's cost accounting system. The contractor is required to track and account for their costs with their own system.

15. The Section I clause entitled "ORDERING (FAR 52.216-18) (OCT 1995)" has been modified. The text is as follows:

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

16. The Section I clause entitled "INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)" has been modified. The text is as follows:

- (1) 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.

- (2) 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."
- (3) 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.
- (4) 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 **90 days** beyond the expiration date of the contract.

17. The Section I clause entitled "OPTION FOR INCREASED QUANTITY (FAR 52.217-6) (MAR 1989) DEVIATION" has been modified. The text is as follows:

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days of the written notice**. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

18. The Section I clause entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)" has been modified. The text is as follows:

- (1) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend **the term of the contract** at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (2) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (3) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

19. The Section L clause entitled "IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997) DEVIATION" has been modified. The text is as follows:

- a. Definitions. As used in the provision:

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as vacations and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by $45 = \$17.78$).

- b. For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.
- c. The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
- d. Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.
- e. The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

20. The Section L clause entitled "INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73 AUG 1993) DEVIATION" has been modified. The text is as follows:

The following instructions pertain specifically to the preparation of technical proposals and cost or pricing proposals, and are presented in two (2) sections.

- a. Section I below contains the instructions for the preparation of technical proposals. Offers shall include all information requested and shall structure their proposals as set forth in Section M Clause, entitled "EVALUATION FACTORS FOR AWARD" and Attachment 1; Performance Work Statement.
- b. Section II contains the instructions for the preparation of cost or pricing proposals.

GENERAL INSTRUCTIONS

Technical proposals shall be submitted separately from the cost proposal. Omit all cost or pricing details from the technical proposal.

Offerors are directed to FAR 52.215-1 in Section L of this solicitation. Specifically, the offerors are directed to paragraph (f)(iv) of the clause which states, "The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint."

The offeror shall submit a cover letter indicating that this proposal is its official offer to the Government. The letter must be signed by an official authorized to bind the offeror. The proposal shall be considered to be firm for a period of not less than 180 calendar days from the date of the offer unless otherwise specified in Block 12 on Page 1 of the solicitation.

The offeror shall submit the following to the Contracting Officer by the date and time listed in block 9 of the SF33:

- i. Standard Form (SF) 33, Solicitation, Offer and Award, with blocks 14 through 18 completed by the offeror (as part of the cost proposal).
- ii. Clause B.1 - Fixed Rates for Services - Time and Materials or Labor Hour Contract with Attachment #3- Pricing Schedule for Years 1-5 charts completed (as part of the cost proposal).
- iii. Clause B.2 - Fixed Rates for Labor, Equipment and Other Items with the Mobilization Point completed (as part of the technical proposal).
- iv. Section K, Representations, Certifications and Other Statements of Offeror, completed by the offeror (as part of the technical proposal).
- v. Quality Assurance Program Plan and Quality Assurance Project Plan as outlined in the Technical Management section of the Technical proposal Instructions and in Clause L.22 of the solicitation.
- vi. Conflict of Interest Plan in accordance with Attachment 9 "Minimum Standards for EPA Contractor Conflict of Interest Plan."
- vii. Client Authorization Letters as outlined in Attachment 5 "Client Authorization Letters".
- viii. Offeror shall include all proposal assumptions
- ix. Offeror shall point out all exceptions or deviations to the terms and conditions.

SECTION I - TECHNICAL PROPOSAL INSTRUCTIONS (SUBMIT AN ORIGINAL AND FIVE

(5) COPIES OF YOUR TECHNICAL PROPOSAL)

PLEASE INCLUDE/SUBMIT THE FOLLOWING TECHNICAL ELEMENTS IN YOUR TECHNICAL PROPOSAL:

PAGE LIMITATION SHALL BE A MAXIMUM OF 85-PAGES WITH NO SMALL THAN 10 PITCH TYPE WITH A MINIMUM 0.75 INCH MARGINS (ONE PAGE IS A SINGLE SIDED SHEET OF PAPER 8.5 BY 11 INCHES). THIS INCLUDES ALL AREAS OF SECTION I CLAUSE L.11 BUT DOES NOT INCLUDE THE POP QUIZ WHICH WILL BE PROVIDED TO OFFERORS AT ORAL PRESENTATIONS.

AN OFFERER MAY SUBMIT A TABLE OF CONTENTS, LIST OF FIGURES, LIST OF ACRONYMS AS PART OF THE TECHNICAL PROPOSAL THAT ARE EXCLUDED FROM THE 85-PAGE SINGLE SIDED LIMITATION.

RESUMES FOR KEY PERSONNEL AND ANY LETTERS OF INTENT, THE QA PROJECT PLAN, THE SITE-SPECIFIC HEALTH AND SAFETY PLAN SHALL BE SUBMITTED IN AS AN ADDENDUM TO THE TECHNICAL PROPOSAL, OUTSIDE OF THE 85-PAGE LIMITATION.

IF AN OFFEROR USES 11' X 17" FOLDOUT PAGES, EACH FOLDOUT WOULD BE CONSIDERED AS 2 PAGES AND COUNTS TOWARDS THE 85-PAGE LIMITATION. FOR GRAPHICS AND FOLDOUTS, THE USE OF 8 PITCH TYPE MAY BE USED AS LONG AS THE FONT IS READABLE, BUT NOT FOR TEXT MATERIALS (SEE PAGE LIMITATION ABOVE).

AN ORIGINAL PLUS 4 COPIES OF THE TECHNICAL PROPOSAL AND AN ORIGINAL PLUS 3 COPIES OF THE COST PROPOSAL WILL BE REQUIRED.

ANY EXCEPTIONS TO GOVERNMENT TERMS AND CONDITIONS RENDERS A PROPOSAL AS INELIGIBLE FOR AWARD ON INITIAL OFFERS. PAGES EXCEEDING THE PAGE LIMIT SHALL NOT BE EVALUATED.

I. EXPERIENCE

Please provide the following information that will be evaluated under paragraph (A)& (B) below:

A list of five projects (inclusive of proposed team subcontractors) completed during the last five years for similar work to the Performance Work Statement (Attachment 1) shall be provided. If an offeror did not have projects in the last 5 years that can be cited, the offeror shall present any relevant work even if the work was done more than five years ago. Offeror may cite more than five projects, if necessary to fulfill this requirement. However, offeror should not provide more information than is necessary for this element.

NOTE: Project(s) as used in this paragraph include, contracts, **task orders**, work assignments, subcontracts, joint ventures, etc.

- Project name, contract number, client name, and location
- abstract/synopsis of work performed
- total funding and level of subcontracting (list major subcontractors)

- period of performance
- name and current telephone number of client's technical point-of-contact.
- accomplishments demonstrating timely and efficient execution of tasks related to response activities (e.g. emergency, and time critical removals, clean-up of oil spills and remedial activities).
- Examples of resolution of controversial issues that may have arisen.
- The number of personnel and equipment required to support those projects cited.

A. Technical Experience

1. Utilizing the list provided above, the offeror shall demonstrate technical experience in emergency response; removal of oil, petroleum, and hazardous chemical substances released in all media (air, land, surface water, ground water); and early/interim actions. This shall include direct experience in conducting containment, countermeasure, cleanup, mitigation and disposal activities for releases of oil, petroleum and hazardous chemical substances using a wide diversity of response personnel, equipment and materials.
2. The offeror should also show how this technical experience will be applied under the proposed contract, and how that experience is beneficial to the Government. This shall also include demonstrating technical experience regarding Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, and other applicable or relevant and appropriate environmental statutes and regulations.
3. The offeror shall demonstrate an understanding and the capability to perform response actions under the authority of the Oil Pollution Act and the Stafford Disaster Relief and Emergency Act.

B. Management Experience

The offeror shall demonstrate recent, direct experience in managing the financial aspects of efforts similar to the Performance Work Statement (Attachment 1). This shall include experience in managing task order type contracts where services were provided on an emergency basis and require oversight of concurrent activities in widely dispersed geographic locations.

II. TECHNICAL MANAGEMENT

A. Site Management

1. The offeror shall provide the proposed project organization with Key Personnel and On-Scene Response Personnel. Describe procedures for retaining, maintaining, managing and supporting the network of response personnel, equipment, and materials to allow the On-Scene Coordinator (OSC) or the Remedial Project Manager (RPM) to direct the emergency, time critical and non-time critical removal and early/interim remedial actions. Evidence shall also be presented to demonstrate that there exists clear lines of authority and communication between project staff, On-Scene response personnel and management.
2. The offeror shall demonstrate how the response personnel, equipment and regional network of response personnel will be available at any regional location, whether provided by the contractor or any subcontractor, within the response time limits required in the Performance Work Statement or for longer periods as may be specified in individual Task Orders. This shall include the offeror's procedures for ensuring that the OSC/RPM is provided with all ordered response personnel, equipment and materials on scene within the response times specified, whether provided by the contractor or any subcontractor, to allow the OSC/RPM to direct the emergency, time critical and non-time critical removal and early/interim remedial actions.
3. The offeror shall demonstrate the ability to provide adequate personnel for multiple concurrent Task Orders. This demonstration should include the ability to provide a Level I Response Manager (1) as well as other key personnel, including Level II Response Managers (2), Chemist, Health and Safety Officer and a Transportation and Disposal Coordinator plus On-Scene response personnel for multiple concurrent Task Orders.
4. The offeror shall describe the management structure for controlling all work and coordinating all response activities with EPA. An example shall be presented describing how the management structure will handle the "day-to-day" activities, as well as the resolution of both contractual and site specific problems that may arise while performing response activities.
5. The offeror shall describe the approach for identifying and conducting needed training for in-house and subcontractor personnel on health and safety issues and environmental compliance. Evidence of such training capability shall be presented.
6. The offeror shall present a health and safety program for protecting all employees (and subcontractor employees) working on this contract and its approach for implementing the program. Evidence shall be presented demonstrating the actual implementation of the health and safety program at

hazardous wastes sites.

7. The offeror shall describe its method for ensuring that all storage, transportation, treatment and disposal are accomplished in a timely manner, meeting all applicable federal, state, and local safety and environmental laws and regulations. Examples demonstrating this type of experience shall be also be provided.
8. The offeror shall describe its method for providing technical support for government enforcement proceedings. This method should describe the appropriate personnel, information, materials and/or equipment to gather evidence or provide testimony. Description of document control and chain-of-custody procedures should be provided. Examples demonstrating this type of experience shall also be provided.

B. Subcontract Management.

1. The offeror shall provide a detailed description of procedures for soliciting procurement and awarding competitive non-team subcontracting.
2. The offeror shall identify all team subcontractors proposed as part of the response services and delineate their roles and responsibilities. The offeror shall demonstrate how these subcontractors will be effectively incorporated into the overall project organization, including procedures to minimize the potential for conflict-of-interest situations. Procedures shall also be presented to mitigate situations in which prospective subcontracts are with vendors who are currently providing supplies and services under other contracts or Task Orders and shortages arise when a new Task Order is issued under this contract. For team subcontractors, a map delineating the locations of personnel and equipment shall be provided.
3. The offeror shall demonstrate their capability to implement various working arrangements (e.g., letters of credit) with local providers of cleanup equipment, materials, and services such as drilling, fencing, testing, transportation and disposal.

C. Materials Management

1. The offeror shall describe procedures for purchasing materials.
2. The offeror shall demonstrate its availability or its ability to obtain minimum quantities of materials and items listed in Attachment #3 - Pricing Schedule. A method shall be presented to describe the acquisition, disposition and maintenance procedures for the minimum quantities of materials and items.

3. The offeror shall describe how additional items are to be obtained, if certain equipment, materials or personnel presented in the attachments to the Pricing Schedule for Year 1 -5 are not available in-house.

D. Quality Assurance

1. The offeror shall submit a Quality Assurance (QA) program plan, which shall describe the commitment of the offeror's management to ensure that all environmental monitoring data obtained under this contract will be of known quality. The offeror shall also indicate the expected time requirements from submission of samples to the return of analytical results. (Please refer to Section L Clause entitled "Quality Assurance (QA) Program Plan and see webpage: http://www.epa.gov/quality/ga_docs.html#EPArqts. Not subject to the 85 page technical proposal page limitation.
2. The offeror shall also submit a sample QA project plan for the Sample Task Order Scenarios, listed below. This QA project plan shall consist of the following form and content per "EPA Requirements for QA Project Plans" dated March 20, 2001 (EPA QA/R-5).
 1. Title page, with provision for approval signatures.
 2. Table of contents.
 3. Project description
 4. Project organizations and responsibilities.
 5. Quality Assurance objectives for measurement data, in terms of precision, accuracy, completeness, representativeness and comparability.
 6. Sampling procedures.
 7. Sample custody.
 8. Calibration procedures, references, and frequency.
 9. Analytical procedures
 10. Data reduction, validation, and reporting
 11. Internal quality control checks and frequency.
 12. Quality Assurance performance audits, system audits, and frequency.
 13. Quality Assurance reports to management.
 14. Preventive maintenance procedures and schedules.
 15. Specific procedures to be used in routinely assessing data precision and accuracy, representativeness, comparability, and completeness of the specific measurement parameters involved and other factors that may affect the known quality of environmental data.
 16. Corrective actions, if necessary.

E. Cost Control

1. The offeror shall present a detailed discussion of cost accounting and cost control techniques to be used during all phases of operation. The offeror shall provide details regarding monthly billing cycles, accuracy of cost projections on completed projects, and ad-hoc cost tracking capability. The offeror shall discuss how costs would be

minimized during response and non-response activities.

2. The offeror shall describe and provide samples of the financial information system to be used for tracking and reporting all expenditures by site, and for providing financial information for cost recovery activities. The offeror shall provide examples of its ability to reflect up-to-date information regarding costs in monthly reports.
3. The offeror shall describe the cost management procedures that would be used during response actions including preparation format. (Similar to the EPA Form 1900-55 Daily Cost Reports using the EPA Removal Cost Management System (RCMS)).
4. The offeror shall discuss its approach for cost effectively phasing into and assuming response work being done by entities including other EPA contractors, so that no disruption in work results.

F. Regulatory Compliance

1. The offeror shall demonstrate a technical approach to the applicable or relevant and appropriate requirements (ARARS) that must be addressed during response actions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986 and Title IV, including technical and procedural requirements and contracting/subcontracting requirements. Particular ARARS of interest are the land disposal restrictions under the Resource Conservation and Recovery Act (RCRA), as amended, and the CERCLA Off-Site Disposal Rule.
2. The offeror shall demonstrate a technical approach of the Clean Water Act (CWA) as amended by Subtitle B of the Oil Pollution Act (OPA) of 1990. The offeror shall also present a discussion demonstrating a working understanding of the ARARS that must be addressed during response actions under the oil Pollution Act of 1990.
3. The offeror shall demonstrate a technical approach of the Stafford Disaster Relief and Emergency Act. An example demonstrating knowledge of the use of response personnel and appropriate materials in federal emergency exercises or actual emergency responses for a flood, hurricane or other natural disaster should be presented.

III. PERSONNEL

A. Key Personnel

1. The offeror shall present a description of the personnel proposed as the **Program Manager, Level II Response Manager, Chemist, Health and Safety Officer and Transportation and**

Disposal Coordinator. These descriptions should include a location chart delineating the total number of personnel by locations, available for the contract. Key consultants and team subcontractors anticipated for the contract should also be presented. The offeror shall include a resume for each person describing his or her education, background, recent technical and management experience, accomplishments, and references. The resumes shall also demonstrate the individuals pertinent on-scene technical experience in managing and supervising response personnel, equipment and materials during emergency responses to removals of hazardous chemical substance releases. Experience with early/interim remedial projects should also be presented.

2. All key personnel shall meet the requirements described in the Performance Work Statement, Attachment 1. The resumes shall be submitted in the format provided in Attachment 7, Key Personnel Qualifications Format.

B. On-Scene Personnel

1. The offeror shall clearly demonstrate that the key personnel and on-scene response personnel are available to work on this contract if the offeror is selected for award. The offeror shall indicate which key personnel are current employees, which are proposed as new hires, which would be provided through subcontracts, and the percentage of the total time each individual would be available for this project.
2. The offeror shall describe the procedures for hiring new key personnel.

IV. ORAL PRESENTATION: TWO (2) SCENARIOS AND POP QUIZ:

A. General Information - The oral presentation will consist of the offeror responding to questions on two(2)scenarios which will be provided at the oral presentation and the offeror responding to pop quiz questions which will also be provided at the oral presentation.

1. Once the Government receives the offerors pricing and technical proposals and other written information, every eligible offeror shall be scheduled to make an oral presentation to the Governments evaluation panel and participate in a pop quiz session. The sole purpose of the oral presentation and the pop quiz session is to test an offerors understanding of the work that the Government will require under the prospective contract. The oral presentation and the pop quiz presentation will be videotaped by the Government.
2. The oral presentation and pop quiz session are not part of the offer and are not themselves offers. Following the entire oral presentation as described below, the Government

may request clarification of any points addressed which are unclear and may ask for explanation or substantiation by the offeror on any point which was not adequately supported in the presentation. Any such interchange between the offeror and the Government will be for the sole purpose of clarification only and will not constitute discussions. Statements made by the offeror during the oral presentation or the pop quiz session will not become a part of any contract resulting from this RFP. If the Government decides to conduct discussions, the Government will not solicit or entertain revisions to the oral presentations or to the answers given during the scenario (s) or pop quiz sessions.

B. Ground Rules.

1. Eligibility. Only offerors submitting pricing and technical proposals containing all of the documents required in this solicitation will be eligible to give an oral presentation. All submissions will be reviewed prior to scheduling oral presentations to ensure that all of the documents requested were submitted. Pricing and technical proposals will not be evaluated prior to the commencement of oral presentations.
2. Timing. Oral presentations will commence up to two (2) weeks after the receipt of proposals, or as soon as possible. The Contracting Officer will notify offerors of the scheduled date, time, within one (1) week of the receipt of offers. It is anticipated oral presentations will be in Denver, Colorado. **Oral presentations will be held in Denver, Colorado during the week of December 11th, 2006.**
3. Rescheduling. Requests from offerors to reschedule their presentations will not be entertained and no rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process. All oral presentations will be conducted in person and in English.

C. Prime Contractor Employee Participation.

1. Only proposed Key Personnel who are full time employees of the offeror (no subcontractor employees) may present the response to the scenarios and pop quiz. The presentation shall be made by one or more of the Key Personnel whom the offeror will employ to manage or supervise contract performance on a full time basis. The Point of Contact/Program Manager who will have full time operational responsibility for contract performance shall be present and shall, at a minimum, answer questions directed to him/her during the oral presentation session. The Program Manager having full time operational responsibility for emergency response of the type described in the scenario shall be present and shall, at a minimum, answer questions directed to him/her during the pop quiz session. Offerors shall not use company senior or general managers or other employees or consultants not specifically identified in the technical

proposal to make any part of the oral presentation.

2. An offeror shall send no more than five (5) persons to the presentation.
3. The time limit for presenting the two scenarios is 2 hours and 15 minutes. The offeror will be given the two (2) scenarios and a list of questions about the scenarios (number to be determined by the Government) and allowed sixty (60) minutes for the preparation of responses to the Government's questions and sixty (60) minutes for delivery. The offeror will be provided a 15 minute break between the preparation of responses and providing the responses to the Government. The responses to the scenario questions will not be subject to discussions or revisions. Another 15 minute break prior to the pop quiz session will be afforded.
4. The time limit for presenting the pop quiz material is one (1) hour. After the oral presentation of the two (2) scenarios, the offeror will be provided the pop quiz questions and 1/2 hour (30 minutes) to prepare the pop quiz responses and 1/2 hour (30 minutes) for the presentation of responses. The pop quiz questions will be the same for all offerors. The responses to the pop quiz questions will not be subject to discussions or revisions.

D. Scenarios

1. The two (2) Scenarios will be representative examples of the types of work which the offeror could be tasked to respond to under the prospective contract. The offeror shall provide a complete response to each question or plan required in the scenarios. All offerors will be given the same scenarios.

E. Presentation Media.

The Government will provide a flip chart pad, easel, and markers. Offerors may not use any other media. Electronic devices such as lap-top computers, cell phones, PDAs, Blackberries, etc., will not be permitted during the Oral Presentations. No outside communication or reference materials will be allowed.

Written Task Order Scenario

PLEASE PROVIDE A WRITTEN RESPONSE AS STATED IN THE EXAMPLE BELOW.

The sample Task Order presented below is an example of a typical situation in which the Offeror could be tasked to respond to under this contract. The Offeror shall provide a separate "proposed" work plan appropriate to the specific scenario presented. The work plan shall clearly demonstrate and describe the following:

- The approach to the response, including a description of the technical methods, management approach, and analytical needs. Prioritize all response actions, hazard evaluation, waste characterization and

identification methods, and treatment/or disposal options. All major tasks associated with the response shall be clearly identified along with initial steps necessary for site mobilization.

- The project organization structure, including personnel (Service Contract Act and Davis-Bacon Act), equipment, materials, etc., and amounts of each required to implement each task.
- A project schedule for listed tasks to be performed , via different resources; i.e. personnel, equipment, materials, subcontracts, supplies, etc.
- A site specific Health and Safety Plan (HASP), including personnel protective equipment, decontamination procedures and emergency procedures. Prioritize all health and safety concerns for site workers and the surrounding public within the required HASP. Address any engineering controls and community relations concerns.
- A QA project plan clearly denoting QA program organization and objective, sample objectives, sample collection procedures, containers, sample preservation holding times, sample chain-of-custody procedures, instrument calibration procedures, analytical methods, reports, quality control checks and other factors that may affect quality of data.
- A determination of regulatory compliance pertaining to transportation and disposal options along with implementing procedures. If on-site treatment options are chosen, describe the treatment method and the system in detail, and provide cost comparisons with off-site disposal. For all on-site treatment options chosen, describe what preparations are required prior to full-scale treatment including treatability studies, bench and/or pilot tests, permit requirements, and overall schedules.
- The project approach relating to the procurement of all necessary services and materials;
- The cost accounting, control procedures and RCMS procedures utilized on site;the immediate and ongoing methods of communication with the OSC and other entities regarding implementation of the response work plan.
- Any assumptions or inferences made.

Sample Task Order Scenario - Mining Site Cleanup

NOTE: PLEASE PROVIDE ONE WRITTEN RESPONSE AS REQUESTED FOR THE EXAMPLE ABOVE

The small community of Jasmine, Colorado is located 18 miles southwest of Colorado Springs, Colorado, in the Powell Mountains. The local population (12,000) is expanding with several subdivisions under construction. Many commuters work in Colorado Springs, but live in Jasmine. The community derives their portable water supply from Immigrant Creek, a lively trout stream with a continuous flow from the Powell Mountains. Downstream from Jasmine is a large wetland area fed by Immigrant Creek flows. The wetland supports a diverse waterfowl population and three endangered species (bird, fish and frog). At the origin of Immigrant Creek lies an old mine known for gold, silver, lead, and other heavy metal production; called the Jasmine Mine

and having a base of 10,000 feet elevation. Over the decades large quantities of precious metals have been extracted from the mine. The site is unfenced with no security. Constructed on a plateau surrounding the mine portal, many dilapidated structures provided operational support during active periods. Drums of suspected acids, bases, hydrogen peroxide, and cyanide compounds left-over from operating days are strewn around the site and inside the support structures. Several drums appear to have been used for target practice, bearing numerous small bore holes and oozing liquids. An abandoned assay lab exists in the only viable building on site. The chemicals stored therein appear to be aged and unsorted. Picric acid maybe lurking in one of the unlabeled glass containers. A sagging roof support beam in this building appears to be immediately jeopardizing a large cache of drums. The building sump leads directly into a small unnamed tributary to Immigrant Creek.

A large soil/tailings pile estimated at 145,000 cubic yards lies on the edge of the plateau. Previously, the State Department of Mining performed a preliminary sampling effort and the results indicate elevated levels of cadmium, copper, lead, iron, manganese, zinc, and arsenic in the soils/tailings on site. Erosion is evident by the many gullies leading to the unnamed tributary of Immigrant Creek. The embankments are stained and devoid of vegetation. There is an unused tailings impoundment located on the plateau downstream of the mine. The owner has declared bankruptcy and the mine reclamation bond is insufficient for reclamation purposes. Further compounding the situation is the condition of the mine. The main tunnel is blocked approximately 1,200 feet from the portal by a roof collapse, however the tunnel is open for the initial 1200 feet and has trackage. Acid mine drainage (AMD) is emanating from the tunnel and it is feared that a mine pool is building behind the collapse, thus presenting a "blow-out" potential. The snow pack in the drainage basin is at 150% of normal and temperatures have been very warm for the time of year. Snow melt has been rapid and heavy with creeks running full. The contaminated seepage has been sampled and elevated levels of heavy metals are indicated. It is May 1st and the National Weather Bureau is predicting a 'late snow/rain storm' in their 5-day forecast for the immediate area. Gerard Bernard, Region VIII OSC, has issued a task order to the ERRS contractor requiring mobilization to the site for emergency cleanup purposes.

SECTION II - PRICE/COST PROPOSAL INSTRUCTIONS (SUBMIT AN ORIGINAL AND FIVE (5) COPIES OF THE COST/PRICE PROPOSAL)

The cost or price proposal shall be specific, complete in every detail, and separate from the technical proposal.

This contract will contain one base year period of 12 months, with 4 option periods of 12 months each with a 50 percent increase quantity option per contract year. This price/cost portion of the evaluation for award will be based upon the maximum total contract price.

The proposals must identify and include all relevant Cost or Pricing Data in accordance with FAR 15.408, Table 15-2, Cost or Pricing Data refers to all available facts that might reasonably be expected to affect price negotiations, if determined to be necessary.

IMPORTANT: IN ADDITION TO HARDCOPY, offerors are requested to submit price/cost proposals on compact disk (CDs) for use in Excel. The agency

utilizes these disks during the review of proposed costs or prices for such things as math checks and the use of correct escalation and conversion factors and other evaluation procedures. It is imperative that the submitted disks include all formulas and factors used to compute the proposed cost or price. As with all proposal information the agency evaluates, the HARDCOPY will be considered the "official" proposal.

The proposed ERRS contract function is to provide response services which include the following cost or price elements:

- Personnel
- Equipment
- Other Direct Cost Services (ODCS)

**Note-The offeror should use the ODC plug figure provided in Section 4 (below), however the offeror should refer to Section 4 Paragraph c and d regarding costs that may not have been included in the ODC plug figure.

a.) **PERSONNEL:**

- i. For each labor category specified in Section L Clause, entitled "Information for Calculating Labor and Equipment Rates," offerors shall propose a LOADED FIXED HOURLY RATE (LFHR) (straight and overtime) for each year of the contract. The FIXED RATES should also include the program/contract management functions. The contractor shall submit the detailed buildup which resulted in the LFHR with the proposal. A LFHR is defined to consist of the following elements:

- (1) raw wage or salary rate*, plus
- (2) fringe benefits (if applicable), plus
- (3) overhead rate (if applicable), plus
- (4) G&A expense rate (if applicable), plus
- (5) profit (if applicable)

*See Applicable U.S. DOL Wage Determination in Attachment #10.

- ii. For EVALUATION PURPOSES, multiply the offeror's LFHR times the estimated MAXIMUM NUMBER OF LABOR HOURS (MaxLH) provided in Section L Clause entitled "Information for Calculating Labor & Equipment Rates." For evaluation purposes, the labor hours provided in Section L Clause entitled, "Information for Calculating Labor & Equipment Rates," represent the labor hours for each year of the proposed contract. For each year of the proposed contract, determine the TOTAL PROPOSED PRICE FOR LABOR (PPL).

$$\text{LFHR} \times \text{MaxLH} = \text{PPL}$$

b.) **EQUIPMENT:**

- iii. For each equipment item specified with usage factors in Section L Clause entitled "Information for Calculating Labor & Equipment Rates," offerors shall propose a Fixed Daily Use Rate (FDUR). For cost realism purposes, offerors may be

required to furnish the cost buildup to support their proposed equipment rates.

- iv. Fixed Rate Equipment Items are identified in Section L Clause entitled, "Information for Calculating Labor & Equipment Rates." The rates established for these fixed rate items will represent the maximum ceiling or cap for such items (whether based on Contractor owned equipment or rental/lease quotes). Offerors should note that the rates established for equipment items will remain in effect for the life of the contract and may not be exceeded.

A complete equipment list should be provided as per the example:

EQUIPMENT CLASSIFICATION & RATES:

CLIN #	Equipment Description	Quantity	Fixed Daily Use Rate
Year 1			
01-010-010	Truck, Boom	3	\$
01-015-010	Dump Truck, Articulated, 15-ton	5	\$
" "	" "	" "	\$
" "	" "	" "	\$
TOTAL			\$

- v. FOR EVALUATION PURPOSES, multiply the offerors proposed FDUR times the estimated MAXIMUM NUMBER OF USE DAYS (MaxUD) as provided in Section L Clause entitled, "Information for Calculating Labor & Equipment Rates" for each contract period under the proposed contract to determine the PROPOSED PRICE FOR EQUIPMENT USE (PPEU).

$$FDUR \times MaxUD = PPEU$$

c.) **SPECIAL NOTE REGARDING LABOR AND EQUIPMENT:**

The estimated maximum number of labor hours or equipment days are for SOURCE EVALUATION AND SELECTION PURPOSES ONLY. EPA's total obligation under any resultant contract is limited to the minimum amount specified in Section B Clause entitled, "Minimum and Maximum Amounts." If the offeror anticipates that actual performance under a contract will require a mix of prime and subcontractor-furnished services for fixed-rate personnel and/or equipment, provide the estimated prices and time units associated therewith for evaluation purposes. If the prime contractor anticipates working with team sub-contractors, one billing for each item or labor classification will be used for the prime and team sub-contractor's loaded rates.

For example:

RCMS# 04 Laborers	Straight Time Rate	Overtime Hours	Total Hours
Prime:	\$9.50/hr x	2,000 hrs	\$19,000.00

Continue for O.T. in a like manner. The Sum of the time unit category amounts (ST+OT for Personnel) will be the TOTAL for the RCMS item.

Negotiation of Team-Subcontractor fixed rates for labor and equipment will be the responsibility of the prime contractor. The Contracting Officer may consent to Team Subcontracts, after review of a submission of required information as listed below, if it can be determined that the prime contractor has a sound basis for selecting and determining the responsibility of the Team-Subcontractor.

d.) **OTHER DIRECT COSTS:**

- vi. Other Direct Cost (ODCs) include all other efforts, beyond the provision of fixed labor and equipment, which are necessary for conducting the Emergency and Rapid Response Services. Such efforts typically include, but are not limited to:
 - (1) Travel and Subsistence
 - (2) Materials & Misc.
 - (3) Subcontracting
- vii. ODCs will be reimbursable by EPA on a cost basis only.
- viii. If any offeror normally applies an indirect charge (overhead or G&A) to ODCS, this normal charge (expressed as a percentage) must be included in the offeror's proposal. If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, these costs should not be included as a direct cost. Complete explanation of this adjustment and the offeror's practice should be provided. This indirect charge is subject to full review by the EPA and must conform to the cost principles in FAR Part 31.
- ix. Offerors shall propose and the EPA will evaluate proposals based on the following amounts to cover ODCS, plus any applicable indirect charges which shall be expressed as both a percentage rate and as an extended total dollar amount. The dollar amount is the product of the percentage rate times the sum of the Government ODCs estimate.
- x. The following is the Government Estimate of the ODCs for all years of the contract. ODCs include travel & subsistence, materials & miscellaneous items, and other subcontracts. Offerors shall use the total estimate of ODCs for proposal

purposes. NOTE** Offerors should see Section c above regarding any costs that may not have been captured in the Government Estimate of ODCs.

ODC ESTIMATE:

	Base Year	Year 2	Year 3	Year 4	Year 5
Transportation & Disposal (T&D)	\$1,753,590	\$1,841,270	\$1,933,330	\$2,030,000	\$2,131,500
Travel	\$350,720	\$368,260	\$386,675	\$406,010	\$426,310
Subcontracts and Other ODCs (Includes Materials)	\$1,052,150	\$1,104,760	\$1,160,000	\$1,218,000	\$1,278,900
TOTAL	\$3,156,460	\$3,314,292	\$3,480,008	\$3,654,014	\$3,836,715

e.) OTHER CONSIDERATIONS/INSTRUCTIONS

- xi. The offeror shall submit an official written copy of its corporate policy regarding reimbursement of overtime paid to professional or exempt employees and corporate holidays.
- xii. The offeror shall certify that it will comply with the Federal Travel Regulations concerning all travel and subsistence under this contract, and shall provide a copy of its corporate travel policies.
- xiii. The offeror may submit, if applicable, as part of their cost or pricing proposal, fixed rates for transportation services of oil and hazardous substances. Rates submitted will not be used in the cost evaluation; however, the Government may negotiate rates for any transportation categories that are reasonably priced.
- xiv. Proposal Format - All offerors submitting their cost proposals on compact disks (CDs) shall provide two (2) disks: one for the fixed rates using the following format, and one for all other information. The offeror shall reproduce this format for each year of the proposed contract.
- xv. For Evaluation Purposes = Add the TOTAL PROPOSED PRICE FOR LABOR(PPL) and the TOTAL PROPOSED PRICE FOR EQUIPMENT USE (PPEU) and the EPA ESTIMATE FOR OTHER DIRECT COST SERVICES (ODCS) (including any indirect costs if applicable)to obtain

the TOTAL PROPOSED AMOUNT FOR RESPONSE SERVICES (TPARS)

(PPL + PPEU + ODCs(\$17,441,475 = TPARS)

A fifty (50) percent increase quantity option is requested for each contract year.

f.) **SUBMISSION OF COST OR PRICING PROPOSAL**

i. **General** - Submit cost or pricing data on SF 1411, Contract Pricing Proposal Cover Sheet, or comparable document prepared in accordance with FAR 15.408 and the following: Clearly identify separate cost or pricing data associated with any:

- (1) The increased capacity pool shall be 50 percent of the total cost amount proposed per contract year.
- (2) Major tasks, if required by the special instructions. Offerors may indicate the above cost or price-detailed data in narrative form or on a spread sheet, provided that all cost or pricing data is adequately and clearly described. Place recap/summary information on the SF 1411.
- (3) Clearly identify all costs and data in support of the proposed cost/price. Include the index required by FAR 15.408 entitled, "Solicitation Provisions & Contract Clauses" at Table 15-2 entitled, "Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data Are Required."
- (4) Submit a current financial statement, including a balance sheet and a statement of profit and loss for the last completed fiscal year. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
- (5) If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.
- (6) If the contract schedule includes a "Fixed Rates for Services" clause, please provide in your cost proposal a schedule duplicating the format in the clause and include your proposed fixed hourly rates per labor category for the base and any optional contract periods.
- (7) If the contract includes the clause at EPAAR

1552.232-73, Payments-- Fixed-Rate Services Contract," or the clause at FAR 52.232-7, "Payments Under Time and Materials and Labor-Hour Contracts," include in your cost proposal the estimated costs and burden rate you will apply to materials, other direct costs, or subcontracts. The Government will include these costs as part of its cost proposal evaluation.

- (8) Whenever subcontractor effort is included in the proposed costs, the prime contractor shall include an additional supporting cost summary consolidating all costs (both contractor and subcontractor) by element for each contract period.

ii. **Direct Labor**

- (1) Attach support schedules indicating types or categories of labor together with labor hours for each category, indicating rate of compensation. Indicate the method used in computing the labor rate. If individual labor rates are proposed, give employee names.
- (2) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).
- (3) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.
- (4) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.
 - (a) Individuals name;
 - (b) Annual salary and the period for which the salary is applicable;
 - (c) List of other research projects or proposals for which salary is allocated, and the proportionate time charged to each; and
 - (d) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charged as a percentage of 100% of time for the entire academic year,

exclusive of vacation or sabbatical leave.)

- iii. **Indirect costs** (overhead, general, and administrative expenses).

Unless proposed indirect rate(s) have recently been accepted by a contracting agency of the Government, provide detailed supporting computations. These computations may include historical as well as budgeted data. Indicate whether computations are based upon historical or projected data. If rates have been recently approved, include a copy of the agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

- iv. **Travel expenses**

- (1) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect cost.

- v. **Consultant services**

- (1) Identify the contemplated consultants. State the amount of service estimated to be required and the consultants quoted daily or hourly rate.
- (2) When the cost of a subcontract is substantial (25 percent of the estimated contract value or \$25,000 or greater), include details of subcontract costs in the same format as the prime Contractor's costs. Include a cost or price analysis of the subcontract costs in accordance with FAR 15.404-3.

- vi. **Equipment (not including special equipment)**

- (1) If direct charges for use of existing contractor equipment are proposed, provide a description of these items and details of the basis of such charges.
- (2) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.

- vii. **Facilities and Special Equipment, Including Tooling**

- (1) If special purpose facilities or equipment is being proposed, provide a description of these items, details of the proposed costs including competitive prices, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds.
- (2) If fabrication by the prime Contractor is contemplated, include details of material, labor, and overhead.

viii. **Other Direct Costs**

- (1) Identify the major ODC items that, under your accounting system, would be a direct change on any resulting contract.
- (2) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost.

21. The Section M clause entitled "EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)" has been modified. The text is as follows:

(a) The Government will make award to the offeror with the lowest-evaluated cost or price whose proposal meets or exceeds the acceptability standards for non-cost factors. In the event that there are two or more technically acceptable, equal price (cost) offers, the Government will consider:

1. Service Disabled Veteran Owned Small Business
2. 8a Program Contractors
3. Hubzone Program Contractors

(b) Factors for technical acceptability evaluation:

The government will award a contract only to a responsible offeror whose proposal demonstrates that it can meet the minimum needs of the Government. To meet the minimum needs of the Government, the proposal must be technically acceptable when measured against the technical evaluation factors.

Proposals will be evaluated on an ACCEPTABLE or UNACCEPTABLE basis. The government will evaluate each proposal as Technically Acceptable or Technically Unacceptable for each of the five major evaluation factors. To be considered for award, offerors must ultimately be rated an overall Acceptable in relation to each of the technical factors. For each of the five major evaluation factors to be considered acceptable, each of the sub-factors must be rated acceptable.

An overall Unacceptable in any one of the five major technical factors identified below, will result in a technically unacceptable rating, thereby removing the offeror from further consideration. A rating of Unacceptable in any of the sub-factors of a major technical factor, will result in a technically unacceptable rating, thereby removing the offeror from further consideration.

Offerors should prepare their technical proposal as succinctly as possible. Quality of information is more important than quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are not necessary nor desired. Clarity, brevity and logical organization should be emphasized during proposal preparation.

Among those offerors determined to be technically acceptable, the award will be made to the lowest priced offeror(s) whose cost proposal is also determined acceptable. For this solicitation, the intent is to award one

contract to a offeror who submits a technically qualified proposal.

Proposals will be evaluated on the following technical factors to determine if they are technically acceptable or unacceptable. Offerors must receive an acceptable rating for each sub-factor in order for the overall technical evaluation factor to be rated acceptable.

No numerical scoring scheme will be applied to evaluation factors. The elements will be rated as Acceptable or Unacceptable in accordance with the requirements of the Section L Clause, Instructions for the Preparation of Technical and Cost or Pricing Proposals."

I. EXPERIENCE

The offeror's written proposal will be evaluated on its demonstrated experience for the specific elements described in the PWS, both technical and management experience, and how the experience will be applied under the proposed contract.

- A. Technical Experience
- B. Management Experience

II. TECHNICAL MANAGEMENT

The offeror's written proposal will be evaluated on its demonstrated technical management capabilities including site management, subcontract management, materials management, quality assurance, cost control and regulatory compliance.

III. PERSONNEL

The offeror will be evaluated on the qualifications and experience levels of the personnel being proposed as key personnel with Letters of Intent. On-scene response personnel will be evaluated on personnel availability. The Government reserves the right to consider key personnel performance in oral presentations in its evaluation of personnel.

- A. Key Personnel
- B. On-Scene Personnel

IV. ORAL AND WRITTEN PRESENTATIONS

The offeror will be evaluated on their responses to the sample scenario and pop quiz questions related to its demonstrated understanding of the PWS and technical management for emergency response, removal of oil, petroleum and hazardous chemical substances released in all media (air, land, surface water, ground water); and early/interim actions. The offeror will also be evaluated on its demonstrated understanding on providing the appropriate personnel and equipment.

- A. RFP SCENARIO: Mining Site Cleanup (Written response)
- B. TWO (2) ER SCENARIOS with Questions: To be provided at Oral Presentation (Oral Response)
- C. POP QUIZ QUESTIONS: (Oral Response)

V. PAST PERFORMANCE

The offeror will be evaluated on past performance information (EPAAR 52.215-75) provided in its written proposal and obtained by the Contracting Officer from any reference associated with the offeror's described contracts/projects. The Government will evaluate the following criteria:

- A. Quality of Product/Service
- B. Timeliness of performance
- C. Cost Control
- D. Customer Satisfaction
- E. Business Practices
- F. Initiative in Meeting Requirement
- G. Responsiveness to Technical Direction

Past Performance will be evaluated using information as described in the Past Performance clause under Section L. Performance will be evaluated using the factors listed above. An offeror must be rated at least satisfactory in each category to be considered acceptable. Offerors will be given an opportunity to respond to any unfavorable information received during the past performance review.

22. The Section M clause entitled "TECHNICAL EVALUATION CRITERIA FOR AWARD" has been modified. The text is as follows:

The government will award a contract only to a responsible concern whose proposal has established that it can meet the minimum needs of the Government. To meet the minimum needs of the Government, the proposal must be technically acceptable when measured against the technical evaluation factors.

If the offeror receives an overall Unacceptable in any one of the five technical factors identified below or a rating of Unacceptable in any of the subfactors of a technical factor, they are thereby considered Technically Unacceptable and removed from further consideration.

Offerors should prepare their technical proposal as succinctly as possible. Quality of information is more important than quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are not necessary nor desired. Clarity, brevity and logical organization should be emphasized during proposal preparation.

Proposals will be evaluated on the following technical factors to determine whether they are technically acceptable or unacceptable. Offerors must receive a minimum rating of "satisfactory" for each subfactor in order for the technical evaluation factor to be rated acceptable (GO).

I. EXPERIENCE

The offeror's written proposal will be evaluated on its demonstrated experience for the specific elements described in the PWS, both technical and management experience, and how the experience will be applied under the proposed contract.

- A. Technical Experience
- B. Management Experience

II. TECHNICAL MANAGEMENT

The offeror's written proposal will be evaluated on its demonstrated technical management capabilities including site management, subcontract management, materials management, quality assurance, cost control and regulatory compliance.

- A. Resource Management
- B. Subcontract Management
- C. Cost Control
- D. Regulatory Compliance

III. PERSONNEL

The offeror will be evaluated on the qualifications and experience levels of the personnel being proposed as key personnel with Letters of Intent. On-scene response personnel will be evaluated on personnel availability. The Government reserves the right to consider key personnel performance in oral presentations in its evaluation of personnel.

- A. Key Personnel
- B. On-Scene Personnel

IV. ORAL AND WRITTEN PRESENTATIONS

The offeror will be evaluated on their responses to the sample scenario and pop quiz questions related to its demonstrated understanding of the PWS and technical management for emergency response, removal of oil, petroleum and hazardous chemical substances released in all media (air, land, surface water, ground water); and early/interim actions. The offeror will also be evaluated on its demonstrated understanding on providing the appropriate personnel and equipment.

- A. RFP SCENARIO: Contingency Site
- B. POP QUIZ SCENARIO: Emergency Response
- C. POP QUIZ QUESTIONS: Answers

V. PAST PERFORMANCE

The offeror will be evaluated on past performance information (EPAAR 52.215-75) provided in its written proposal and obtained by the Contracting Officer from any reference associated with the offeror's described contracts/projects. The Government will evaluate the following criteria:

- A. Quality of Product Service
- B. Timeliness of performance
- C. Cost Control
- D. Customer Satisfaction
- E. Business Practices
- F. Initiative in Meeting Requirements
- G. Responsiveness to Technical Direction

Past Performance will be evaluated using information as described in the

Past Performance clause under section L. Performance will be evaluated using the factors listed above. An offeror must be rated at least satisfactory in each category to be considered acceptable. Offerors will be given an opportunity to respond to any unfavorable information received during the past performance review.

23. The attachment entitled "PERFORMANCE WORK STATEMENT" has been modified. The text is as follows:

**United States Environmental Protection Agency
PERFORMANCE WORK STATEMENT
Region 8
Emergency and Rapid Response Services
(ERRS III)**

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I. INTRODUCTION

A. **ACRONYMS**

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

B. DEFINITIONS

1. On-Scene Coordinator: The EPA official designated to coordinate and direct response under Subpart D of the NCP, and/or any direct removal under Subpart E of the NCP.
2. Remedial Project Manager: The EPA official designated to coordinate, to monitor, or direct remedial or other response actions under Subpart E of the NCP.
3. Ordering Officer: An EPA Contracting Officer or an EPA designated OSC with delegated procurement authority.
4. Removal Action: A removal action may fall into one of three categories:
 - a. Emergency removal actions require an immediate response to releases;
 - b. Time-critical removal actions require a response action within six (6) months;
 - c. Non-Time critical removal actions require a response action that can start later than six (6) months after the determination that a response is required.

The specific type of removal action and the required response time shall be determined by the OSC with consideration to the nature of the release, the contaminants of record, and the threat or potential threat to human health/and or the environment.

1. Response Manager: An employee of the contractor designated to be the point of contact for the EPA OSC and/or Ordering Officer who is responsible, technically and administratively, for the initiation and completion of the work.
2. Regional Cross-over: Response under this contract to another EPA region. Response times would be negotiated with the contractor prior to issuance of the task order.
3. Region 8: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming.
4. Rapid Remedial Response: Response to an NPL site to implement cleanup strategies.

C. TITLE

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

the request of the Country of Canada, an environmental cleanup response into the trans-boundary region of may be required.

The contractor shall provide all personnel, materials and equipment as listed in Section B of the contract to perform response actions. The contractor shall also provide personnel, materials, and equipment types other than specified in Section B of the contract when deemed necessary by the On-Scene Coordinator to accomplish the response action.

D. BACKGROUND

Under the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or Superfund of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA); Section 311 of the Clean Water Act (CWA), as amended by the Oil Pollution Act (OPA) of 1990; Subtitle I of the Resource Conservation and Recovery Act (RCRA) and pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40 CFR Part 300); Presidential Decision Document (PDD) # 39; the Robert T. Stafford Natural Disaster Act and pursuant to the National Response Plan (NRP); and in accordance with any re-authorizations or amendments to any of the above named statutes and new response legislation, the Environmental Protection Agency (EPA) has been delegated the responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health or welfare, or to the environment. EPA is responsible for conducting evaluations and cleanups of uncontrolled hazardous substance or waste sites.

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

E. SCOPE

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

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

The contractor shall take any response action, under the direction of the Ordering Officer, consistent with the terms and conditions of the contract, and in accordance with the directions of the TO. TOs may be issued

verbally but will be formalized in writing within two business days or as soon as practical. The contractor shall provide personnel, labor, materials, and equipment required to perform response activities. The contractor shall adhere to the requirements regarding EPA's Background Check and Drug Screening Policy identified in the contract terms and conditions under section IV of the PWS. The contractor shall provide qualified and fully trained personnel, labor, materials, and equipment required to perform response activities. Exhibit A of the PWS identifies the Key Site Personnel and Responsibilities. Exhibit B and C outline Personnel Qualifications and the Personal Protective Equipment Types by Level. Exhibit D identifies the Incident Command System (ICS) Training Requirements.

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

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

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

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

F. TRANS-BOUNDARY RESPONSE

This contract may be used to respond to incidents primarily in the border region of Canada; but only upon request by Canadian governmental officials, in accordance with the general policies and procedures contained in the Joint Contingency Plan (JCP). As this contract requires trans-boundary response capability, coordination with the U.S. Border Patrol, Immigration, Customs, Department of Transportation and other federal, state and local officials, as well as International officials shall be necessary. The contractor shall be solely responsible for the transportation of personnel, materials and equipment across the borders, and all necessary paperwork for the rapid deployment of personnel, materials and equipment in an emergency situation. The contractor must comply at all times with all U.S. laws when working under this contract. Additionally, the contractor may be subject to Canadian laws, including, licensing and insurance requirements, for response

activities performed in Canada.

An actual response into Canada is expected to be a rare occurrence; in fact, instances have not occurred in the last 10 years where it has been necessary to respond.

G. RESPONSE TIMES

The contractor shall provide a management and personnel structure that will ensure that personnel are available on a 24 hour-a-day basis and that responses are conducted in accordance with the technical direction outlined in the TO or as provided by the On-Scene Coordinators (OSCs). For emergency response actions requiring immediate mobilization to the site, the contractor will be required to be en-route within two hours and arrive at the site no later than twelve (12) hours from notification. The minimum requirements for response services in the zone of coverage in the time limits specified is: one (1) Response Manager (RM) and two (2) Cleanup Technicians and equipment as required to accomplish the work under the TO as requested by the Ordering Officer. Additionally, under emergency response, all remaining personnel and equipment requested by the OSC will be required at the site within twenty-four (24) hours of receiving a verbal TO. Typically, for other than emergency removal responses (time critical and non-time critical removals, the contractor will be required to deliver all required personnel, equipment, materials and other necessary items within 72 hours of notification.

The region will issue a TO to a central single point-of-contract (POC), designated by the contractor as the representative for the overall administration of TOs. The POC shall be the contractor's representative to initiate work, assign response personnel and commit equipment, materials, and other resources specified with this contract. The POC will ensure that all such items are available within the required response time limits.

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

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

II. TECHNICAL REQUIREMENTS

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

1. project planning
2. containment, countermeasures, emergency and removal response
3. decontamination, response mitigation
4. treatment, transportation and disposal operations
5. restoration and soil stabilization
6. analytical support
7. demolition services
8. construction and support facilities
9. marine operations

A. RESPONSE OPERATIONS

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

1. Project Planning

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

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

2. Containment, Countermeasures, Emergency and Removal Response

The contractor shall perform containment and countermeasures to protect health, welfare and the environment. More specifically, the contractor shall:

- perform multi-media sampling, analysis to determine the source, spread, and disposal options of a release or discharge
- provide hazardous categorization of wastes
- contain the release at its source and prevent further acute migration of the hazardous substance, pollutant or contaminant
- construct slurry or other types of trenches, dikes, underflow dams, or grout curtains
- deploy diversionary barriers such as booms, dams, sorbent

pads/materials

- excavate, stage and cover excavated materials
- handle drums including stabilization, over packing, lab-packing, and remote container opening
- place pollutants in containers
- divert streams or waterways
- keep waterfowl and other water life away from the polluted area
- control fluid discharged from storm water, firefighting efforts, containment ponds, or other impoundments
- provide alternative drinking water; i.e., provide bottled water; design/install/service/maintain treatment unit(s); design/install/service/maintain well(s); design/install temporary and/or permanent water distribution lines
- provide temporary relocation of threatened individuals, and their pets and/or livestock: temporary relocation of individuals shall follow Federal Travel Regulations requirements until more definitive guidance is provided the contractor
- provide traffic, crowd and navigation control
- provide security (armed or unarmed guards, fencing, electronic surveillance, etc),
- execute damage controls or salvage operations
- drain, shear pipelines
- provide firefighting expertise; i.e., landfills, tire fires, gas wells
- plug and abandon oil and gas wells
- pump out/clean out tanks, barges, and containers
- repair leaks
- monitor for airborne, radiological, groundwater contaminants

3. Decontamination, Response Mitigation

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

- physically or chemically decontaminate drums, pipelines, banks, containers, barges, buildings, equipment, materials, debris, or other objects, and personnel

- use chemicals or biological agents for flocculation, coagulation, neutralization, treatment reaction and separation
- physical and/or chemical treatment of affected water and soil
- use specialized equipment such as mobile activated carbon systems
- aerate effected media to selectively release volatile components
- fixation, solidification or other treatment of the polluted media in place
- salvage or destroy vessels

The contractor shall accomplish physical collection of pollutants in lieu of, or following any treatment action and the contractor shall:

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

4. Transportation and Disposal Operations

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including media contaminated with such, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local level, as per OSC technical direction and TO requirements. Disposal may include temporary storage and ultimate disposal at an approved Treatment, Storage and Disposal Facility (TSDF). Disposal may be on-site or offsite. For this contract, all off-site transportation and disposal must be subcontracted(See Section H of the contract).

The contractor shall:

- obtain all necessary on-site permits and comply with applicable and relevant regulations
- obtain all necessary transportation and disposal permits or transportation and off-site treatment or disposal permits
- verify that the selected disposal facility meets the requirements of EPA's policy for off-site response actions (40 CFR 300.440). This verification may be obtained from the EPA regional RCRA Off-Site Rule Coordinator where the intended TSDF resides

- provide certified truck scales
- placard Waste Transporters
- develop disposal options consistent with the Agency=s regulations and policies
- prepare draft waste profiles and manifests
- maintain manifest documentation
- oversee subcontractor(s) transportation and disposal of wastes
- maintain computer-based reports of on-site wastes, and of off-site disposal
- bulk wastes, utilize volume reduction techniques
- show initial location(s) and ultimate disposal location(s)
- Disposal may include the following:
 - controlled or uncontrolled combustion; on-site or off-site incineration
 - treatment
 - waste stabilization
 - land disposal
 - demolition
 - fixation
 - injection
 - degradation
 - burial
 - detonation
 - recycling, reclamation, and re-utilization
 - other existing or innovative treatment and disposal technologies

5. Restoration and Soil Stabilization

The contractor shall use due care to prevent damage to property or materials of third parties. The contractor shall restore, replace and stabilize buildings, structures, personal or real property or material damaged by contamination or response operations. The contractor shall take actions to restore and stabilize soils and the damaged environment to as near pre-response conditions as possible, as approved by the OSC. Specifically,

the contractor shall:

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

6. Analytical Services

The contractor shall perform on-site and off-site analytical activities to provide chemical and physical analyses or high sample quantity column analyses to include, but not be limited to, pH, flash point, oxidation reduction, inorganic and organic or organic vapor analysis, compatibility testing, priority pollutant scans, and waste profiles. Analysis may include, but not be limited to, sample collection, storage, transportation, analysis and disposal. The analytical activities will be ordered by the OSC on an "as specified" turnaround basis to provide chemical and physical analyses and/or high sample quantity volume analyses. The contractor shall perform on-site and off-site analytical activities necessary to provide accurate waste profile information to treatment, storage and disposal facilities and allow for waste bulking.

7. Demolition Services

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

8. Construction and Support Facilities In Support of Removal Action

The contractor shall construct and provide facilities in support of removal actions. The contractor may be tasked to:

- construct or install a temporary office, response support building or structures
- construct or install temporary roadways
- provide utilities
- provide sanitary and decontamination facilities

- provide furnishings and equipment for field offices/command posts
- construct observation and monitoring structures

9. Marine Operations

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

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

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

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

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

B. OTHER REQUIREMENTS

1. Technical Support of Government Enforcement Proceedings

These technical services may consist of the following:

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

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

*NOTE: No legal services shall be performed for the government under this contract without the prior written approval from the EPA Office of General Counsel (OGC).

2. Site-related Documentation

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

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

- OSC approval of overtime hours before any overtime hours are worked

- Competitive bid process
- Any agreements between OSC and RM regarding site operations
- Brief synopsis of work accomplished on that day

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

3. Examples of Cost-Control Measures

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

- Mobilization of Personnel and Equipment from the nearest office
- Bulking of wastes where technically appropriate
- Evaluation of on-site vs off-site disposal remedies
- Where the contractor chooses to utilize non-full-time, but fully qualified and trained employees in a response action, the personnel shall be identified and an appropriate rate charged
- Assign appropriate number and skill level of personnel to site; note that EPA will reimburse for the labor performed, and the skill needed for that labor - not necessarily for the person performing the task. I.E. - if a chemist is performing a cleanup technician=s function, EPA will pay for a cleanup technician=s hours. If the cleanup technician is performing as a chemist, qualifications for the task must be met before reimbursement will be made at the higher rate.

III. CONTRACT MANAGEMENT

A. CONTRACT MANAGEMENT

1. The contractor shall provide and maintain a 24 hour, seven day a week response capability/call center to accept and respond to issued TOs. The OSC, CO or Ordering Officer will determine the required response times for each TO. The call center shall be capable of obligating contractor resources.
2. The contractor shall maintain communication and coordination with EPA personnel including reporting problems encountered in performing TOs and implementing any special controls specified by EPA. The contractor shall be available for meetings with EPA personnel, as requested. The location of these meetings will be within the region. At the beginning of the contract, monthly meetings shall be held at the EPA Denver office. Depending on

contractors progress and good work performance, the meetings may be reduced to quarterly.

3. When required on a TO, the contractor shall provide response personnel, equipment, and appropriate materials to participate in emergency response exercises. The contractor may be tasked to participate in exercises that test functional areas, such as, organizational design (notification, staff mobilization, and response management system) or operation response (discharge control, assessment, containment, recovery, protection and disposal).

B. CONTRACT SITE ADMINISTRATION

1. The contractor shall provide a network of trained, qualified emergency response and cleanup personnel, equipment, and materials. The contractor shall ensure that trained and qualified Response Managers (RM) are provided for response activities and that the RMs are provided adequate resources to perform the response action. Where it is not necessary for a RM to be onsite at all times, an onsite contractor employee shall be designated to act as the OSC contact person, capable of responding to site requirements and technical direction. The contractor shall mobilize and manage all contractor (including subcontractor) site personnel, equipment and materials necessary for implementing site-specific response actions pursuant to appropriate written or verbal TO issued by the CO or Ordering Officer and technical direction pursuant to such TO as specified in the Daily Work Order (DWO) (s) or daily taskings.
2. The contractor shall coordinate with the EPA to arrange planning activities upon issuance of the TO. Planning activities may include attending scoping meetings, preparing project work plans and/or preparing schedules. The OSC will determine the appropriate planning activity for each TO.
3. The contractor shall implement a comprehensive safety program to protect all on-site personnel, including both the prime and subcontractors, in contaminated and uncontaminated areas. This program shall be utilized in the preparation of all contractor's site Health and Safety Plans (HASPs). The EPA may task the contractor to prepare an OSC/RPM approved HASP which would govern all EPA sponsored site activities and would cover all personnel working on the site to include the personnel of other site contractors and government employees. This HASP is intended to serve as the EPA HASP for the site.
4. The contractor shall ensure that OSHA hazardous substance response regulations (29 CFR Part 1910) for site safety training and health monitoring are met by all prime and subcontractors who work in contaminated areas. The contractor shall ensure that all other applicable OSHA regulations, and EPA policies and procedures, including the "Standard Operation Safety Guides", (1988) and the "Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities", (1985), for worker protection are met by all personnel, including both prime and subcontractors, in

contaminated and uncontaminated areas.

5. The OSC shall establish, with full input from all impacted contractors, a minimally acceptable safety standard for the site. The contractor may choose to adapt a more stringent standard, at their own expense; however, at no time shall the contractor adapt, or use, a less stringent standard.
6. The contractor shall provide to the OSC a copy of the 40 hour safety certification or their 8 hour refresher certification for each person who will work on the site - prior to any work being conducted.
7. The contractor shall report significant safety incidents and injuries to the Project Officer by phone within 2 hours of occurrence. Significant shall refer to lost time injuries, where not simple precautionary measures; incidents likely to be made public or reported in the media; fires or explosions, and other incidents beyond "normal" site operations.

C. SITE COST MANAGEMENT AND TRACKING

1. The contractor shall manage the documentation of expenditures for a TO by accounting for all costs incurred in accordance with generally accepted accounting practices and standards and contract-specific reporting requirements. This shall include cost tracking and cost minimization efforts. These accounting procedures will be used during all response actions and during the daily preparation of EPA Standard Form 1900-55, Contractor Cost Reports, using the EPA Removal Cost Management System (RCMS).
2. The contractor shall provide personnel fully trained in the use of the Removal Cost Management System (RCMS) and capable of producing an accurate daily EPA Standard Form 1900-55 from RCMS, which will report daily expenditures on-site. The contractor shall also track costs by task codes. The specific task will be identified by the OSC/RPM. In addition to the daily cost reports, the contractor shall provide cost summaries and cost projections to the OSC upon request. These summaries and projections may be produced through the RCMS system.

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

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

IV. LEVELS OF PERSONAL BACKGROUND CHECKS AND DRUG SCREENING

The contractor shall provide qualified personnel that meet the

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

A. LEVEL 1 - EPA Background Check Criteria:

- i. Can be a non U.S. citizen with a valid visa,
- ii. No convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counter intelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.
- iii. No weapons offense in the last five (5) years,
- iv. No felony conviction in the last three (3) years,
- v. Not a fugitive from justice,
- vi. Not listed in the Excluded Parties Listing System (EELS). EELS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EELS is available at: <http://epls.gov>

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

- i. Must be a U.S. citizen,
- ii. No convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counterintelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information,
- iii. No weapons offense in the last ten (10) years,

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

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

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

By Mail:

U.S. Environmental Protection Agency
Director, Superfund/RCRA Regional Procurement Operations Division
Mail Code 3805R
1200 Pennsylvania Avenue, NW Washington, DC 20460

By Courier/Hand Carried:

U.S. Environmental Protection Agency
Director Superfund/RCRA Regional Procurement Operations Division (SRRPOD)
Bid and Proposal Room, Ronald Reagan Building, 6th floor, Room 61107
1300 Pennsylvania Avenue, NW Washington, DC 20004

The Bid and Proposal Room hours of operation are 8:00 AM - 4:30 PM weekdays, except Federal holidays.

Exhibit A**Key Site Personnel and Responsibilities**

1. Program Manager

The Program Manager (PM) shall be the "primary" contractor contact with the CO and the PO for the overall management and coordination of the contract. The PM shall:

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

2. **Level II Response Manager**

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

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

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

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

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

3. Chemist

The Chemist shall provide the following services:

- a. Prepare sampling plans for collection of multi-media samples (e.g. air, soil, water, and waste,). Oversee the implementation of sampling plans. Collect samples.

- b. Determine, in consultation with OSC, the appropriate type and quality of analyses to be performed to attain EPA's data quality objectives.
- c. Calibrate, maintain, and use field screening devices/meters to conduct site surveys. Interpret data and evaluate hazards from field results.
- d. Prepare and/or assist in the preparation of waste disposal profiles.
- e. Perform field chemistry tests (e.g. pH, presence of oxidizers, cyanide and sulfide compounds, flash point and/or flammability, and water solubility,) for the purpose of identifying hazardous characteristics of waste samples.
- f. Develop treatability schemes for wastes. Shall be familiar with, and have experience in, utilizing on site treatment methods; such as, but not limited to, neutralization, precipitation, flocculation, oxidation, reduction, and dissolving of contaminants.
- g. Prepare and oversee implementation of waste bulking, consolidation, and/or packaging plans.
- h. Keep a written log of activities on sampling and analytical results. Prepare written technical reports of sampling, survey, treatability, and analyses.

4. **Health and Safety Technician**

The **Health and Safety Technician** shall provide the following services:

- a. Prepare site specific health and safety plans (HASP). Modify HASP when site conditions warrant. Ensure that the elements of the HASP are being properly carried out.
- b. Establish work zones (exclusion, contamination reduction, support) on site, in accordance with the HASP. Ensure that work zones are physically delineated and maintained throughout the response action. Ensure that personnel and equipment decontamination stations are constructed and maintained in accordance with the HASP.
- c. Conduct heat and cold stress monitoring of site personnel. In consultation with the OSC, adjust duration of hot zone work according to worker stress monitoring results.
- d. Calibrate, maintain, and use field screening devices/meters to conduct site surveys. Interpret data and evaluate hazards from results. Calibrate, maintain, and use air sampling devices such as personnel air samplers, detection tubes, etc.
- e. Keep a written log of health and safety and monitoring activities and results; and prepare written technical reports.

- f. Conduct health and safety audits of site activities when requested by the OSC. Hold safety meetings with site workers. Prepare and conduct health and safety training classes.

5. Transportation and Disposal Coordinator(s)

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

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

Exhibit B**Personnel Qualifications****A. Program Manager Minimum Qualifications - Point-Of-Contact**

The PM shall have the following minimum qualifications and experience:

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

Experience Factors:

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

B. Response Manager Qualifications

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

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

OR
 2. A Bachelors degree in a related field such as physical, chemical or biological science, engineering, or construction management from an accredited college or university . One (1) year of direct

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

In Addition to Item 1 the Level I Response Manager MUST possess the following:

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

hazards from survey results.

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

OR

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

In Addition to Item 1 the Level II Response Manager MUST possess the following:

- 1. Two (2) years as a supervisory responder for emergency response actions involving hazardous substances, oil and other contaminants or pollutants at a site.
- 2. Working and professional knowledge of oil, petroleum, and hazardous substance disposal regulations, including, at a minimum but not limited to, ability to correctly complete hazardous waste manifests, knowledge of types of analytical information required for waste profiling, knowledge of and ability to profile and assign to wastes their proper regulatory classifications.
- 3. Working and professional knowledge of hazardous materials transportation regulations. Ability to, at a minimum, identify proper shipping containers, determine correct shipping labels and hazardous waste marks on containers, assign hazard class, group and proper shipping name to the wastes, and determine placarding needs for hazardous materials transportation in accordance with US DOT regulations.
- 4. Ability to prepare written technical reports covering all aspects of removal operations, including but not limited to, hazardous evaluation, waste profiling, transportation and disposal, data evaluation, and day-to-day summary of site operations.
- 5. Ability to manage and insure proper execution of multiple simultaneous subcontracts of varying type and complexity. Serves

as contractor point-of-contact with subcontractors. Ability to independently negotiate and resolve subcontractor disputes.

6. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the computer software and prepare daily cost reports.
7. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare, and modify site specific health and safety plans in accordance with EPA and OSHA regulations, policies, and procedures. Ability to serve as Health and Safety Officer.
8. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

*Multi-disciplinary skills are those possessed by a professional such as a Health and Safety Officer, Chemist, Geologist, or Engineer and non-professional such as a Foreman, Equipment Operator, Lab Technician, or Laborer.

C. Chemist Qualifications

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

hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

5. Ability to prepare written technical reports and sampling plans.
6. Knowledge of chemical characteristics of oil, petroleum, and hazardous substances and compatibilities. Ability to determine, develop, provide recommendation for, and oversee implementation of waste characterization, bulking, and treatment actions.

D. Health and Safety Technician Qualifications

1. A Certified Industrial Hygienist with two years (2) of on-scene experience in oil, petroleum, and hazardous substance response and cleanup actions. One year of the two years required experience must be in a capacity of Health and Safety Officer with responsibility for preparing and insuring proper implementation of site specific health and safety plans.
2. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare site specific health and safety plans (HASP) in accordance with EPA and OSHA regulations, policies, and procedures.
3. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation and sampling devices such as organic vapor analyzers, combustible gas indicators, toxic gas meters, and radiation monitors, personnel air samplers, and passive detection devices to collect samples and measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.
4. Ability to independently assess the need, and provide recommendations for amendments to the HASP, depending upon a change in response.
5. Knowledge of resources available which provide chemical specific facts to supplement industrial hygiene data. Knowledge of exposure limits, chemical and physical properties of hazardous substances. Ability to evaluate exposure limits of hazardous substances against site survey results. Ability to develop and institute site specific controls to protect workers against exposure to hazardous substances.
6. Knowledge of factors which may contribute to worker heat and cold stress conditions. Ability to monitor for and recognize symptoms of workers suffering from heat and cold stress. Ability to develop and institute site specific controls to abate worker heat and cold stress conditions.
7. Ability to prepare written technical reports and HASPs.

E. Other On-Scene Personnel Minimum Qualifications

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

T&D COORDINATOR:

A Bachelor of Science degree in Chemistry or Chemical Engineering, from an accredited college or university. A minimum of three (3) years working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations. Ability to correctly complete hazardous waste manifests, profile and assign wastes their proper regulatory classifications, and knowledge of analytical information required for bulking of compatible waste streams. Working knowledge of hazardous materials transportation regulations, including proper labeling, shipping and containerization of wastes for transportation according to US DOT regulations. Working knowledge of current innovative treatment technologies. Ability to prepare written technical reports covering the transportation and disposal operations. Ability to manage and insure proper execution of multiple simultaneous contracts.

Or

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

ENGINEER:

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

FOREMAN:

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

CLEANUP TECHNICIAN:

Performs labor related to sampling and cleanup of hazardous wastes. Applies non-technical skills in handling hazardous substances. Trained for work using all levels of personal protective equipment. May also perform general activities involved in hazardous waste site control, including the operation of support equipment such as generators, air compressors, pumps, outboard motors, uni-loaders, air blowers, etc.

LABORER:

Performs general duties outside of the "hot zone". Is not required to have full safety training.

EQUIPMENT OPERATOR:

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

TRUCK DRIVER:

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

EXPLOSIVE SPECIALIST:

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

FIELD CLERK:

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

samples.

LAB TECHNICIAN:

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

GEOLOGIST:

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

SUBCONTRACT SUPPORT (PERSONNEL):

Performs specific/general administrative duties relative to contract and site specific procurements. Prepares contracts/subcontracts procurement packages for bidding purposes, reviews/evaluates proposed bids, prepares breakout documentation and recommends appropriate procurement awards to management structure.

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

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

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

1. LEVEL A

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

2. LEVEL B

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

3. LEVEL C

- Full-face, air purifying respirator(MSHA/NIOSH)approved)
- Chemical-resistant clothing (one piece coverall; hooded, two piece chemical splash suit; chemical resistant hood and apron; disposable chemical resistant coveralls)Coveralls*
- Gloves (outer) chemical-resistant
- Gloves (inner) chemical-resistant
- Boots, steel toe and shank, chemical-resistant

- Boots (outer) chemical-resistant (disposable)*
- Hard hat (face shield*)
- Escape mask*
- 2-way radio communications (intrinsically safe)

4. LEVEL D

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

* Optional at the discretion of the OSC.

Exhibit D**ICS Training Requirements**PROPOSED PERSONNEL RESPONSIBILITIES AND MINIMUM QUALIFICATIONS FOR REGION 8
ERRS REQUIREMENTS

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

The following minimal NIMS training courses are required as specified below of ERRS personnel in performing response and disaster work:

- RESPONSE ROLE
- REQUIRED TRAINING
- ERRS PERSONNEL

Entry level first responders and disaster workers FEMA IS-700: NIMS, an Introduction

- ICS-100: Introduction to ICS or equivalent
- All field workers
- Technical Specialists

First line supervisors, single resource leaders, field supervisors and other emergency management and response personnel
In Addition to IS-700 and ICS-100;

- ICS -200: Basic ICS or equivalent
- Foreman
- Field Cost Accountants

Middle Management, including strike team leaders, unit leaders, division/group supervisors branch directors and multi-agency coordination system/EOC staff
In addition to IS-700, ICS-100, and ICS-200;

- FEMA IS-800:NRP

ICS-300/400:

- Intermediate/Advanced ICS or equivalent
- Response Managers
- Senior Foreman
- Transportation & Disposal Coordinator
- Program Managers

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

Personnel will be a technical evaluation criteria component. Compliance with

the NIMS requirements at time of award will be given greater consideration.

Exhibit E**Level A Response Capabilities**

The Contractor shall also perform the following functions:

A. Level A Response Capabilities

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

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

The contractor shall provide a Level A team or teams with trained, experienced, labor and appropriate equipment necessary to perform Level A response operations safely and in a timely manner. Each team shall consist of (1) Response Manager, (6) Entry Team members, (1) Health and Safety Officer, (4) Level B Decon Team members and (3) Level C Decon Team members. Level A teams shall respond, fully equipped, to an incident within 12 hours with sufficient PPE and supplies to support Level A operations during the initial 24 hours of a response. Teams shall be able to support a minimum of six Level A entries consisting of three persons per entry over a 24-hour period without interruption.

The contractor shall have a Health and Safety Program sufficient to support Level A operations and written standard operating procedures (SOP) necessary to ensure that worker safety is not jeopardized. Level A operations, medical monitoring, SOPs and training of personnel must be conducted in accordance with OSHA 1910.120 and National Fire Protection Association (NFPA) standards.

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

- Assessment of site conditions and provide recommendations for mitigation of site hazards and clean-up operations;
- Perform air monitoring for health and safety
- Sampling operations
- Perform physical operations to stabilize site conditions such as close valves (including cylinders), plug or overpack leaking containers, transfer liquid hazardous materials into secure containers, or provide other containment as necessary to stop or prevent the release of hazardous materials.

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

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

24. The attachment entitled "PRICING SCHEDULE YEARS 1-5" has been modified. The text is as follows:

Attachment 3

Pricing Schedule Years 1 - 5

Base Year - Year 1 of Contract:

CLIN 0001			
Personnel Description	Estimated Hourly Rates	Hours	Estimated Amount
Program Manager	\$	400	\$
Response Manager			
Level I		2400	
Level II		3800	
Foreman		5200	
Equipment Operator		5200	
PAS		4800	
Cleanup Tech		9600	
Laborer		4100	
Chemist/Organic		970	
IH/Health & Safety Officer		970	
T&D Coordinator		1550	
Engineer		500	
Truck Driver		3400	
Explosive Specialist		190	
Lab Tech		300	
Geologist		150	
Health & Safety Tech		800	
Subcontract Support		800	
		Total	
		44730	\$

Personnel Description	Estimated Overtime Hourly Rates	Overtime Hours	Estimated Amount
Program Manager	\$	100	\$
Response Manager			
Level I		600	
Level II		950	
Foreman		1300	
Equipment Operator		1300	
PAS		1200	
Cleanup Tech		2400	
Laborer		1025	
Chemist/Organic		250	

IH/Health & Safety Officer		250	
T&D Coordinator		400	
Engineer		125	
Truck Driver		850	
Explosive Specialist		50	
Lab Tech		75	
Geologist		40	
Health & Safety Tech		200	
Subcontract Support		200	
Total		11215	\$

CLIN 0002				
RCMS #	Equipment Description	Days/ Years	Unit Price	Estimated Amount
01-010-010	Truck, Boom	50	\$	\$
01-015-010	Dump Truck, Articulated, 15-ton	75		
01-015-012	Dump Truck, Articulated, 30-ton	100		
01-015-041	Dump Truck, 5/10 yds	145		
01-015-042	Dump Truck, 10/20 yds	90		
01-015-050	Dump Truck, Tandem	370		
01-030-020	Truck, Box 2 ton	65		
01-036-010	Truck, Pickup	130		
01-036-010	Truck, 4 Wheel Drive	1100		
01-042-010	Road Tractor	50		
01-045-010	Truck, stake bed 1-ton (with lift gate)	120		
01-045-020	Truck, stake bed 2-ton (with lift gate)	35		
01-051-020	Truck, vacuum 2000 gal.	15		
01-051-035	Truck, vacuum 3500 gal.	20		
01-054-030	Van, Passenger	70		
01-057-020	Water Truck, Less than 2000 gal.	110		
01-057-040	Water Truck, 4000 gal.	100		
01-009-010	Car, Passenger	100		
02-020-020	Personnel Decon. trailer, 8 ft. x 25 ft., approx.	80		
02-040-040	Trailer 40 ft., Personnel Decontamination, enclosed, 'self-contained with HVAC and emergency shower	160		
02-055-040	Office Trailer with steps, Large (more than 40 ft)	435		
02-070-010	Storage Trailer, less than 40 ft.	160		
02-070-020	Storage Trailer, 40 ft or greater	235		
02-090-010	Water Dogs	100		
03-000-040	Gannon Box, Pulverizer	30		
03-001-010	Backhoe, Case 580 or equivalent	240		
03-010-040	D-6 Dozer w/6-way blade or equivalent w/ripper	185		
03-010-060	D-8 Dozer w/6-way blade or equivalent w/ripper	75		

03-015-015	Compactor-Roller	125		
03-015-020	Compactor-Roller (Vibratory)	90		
03-030-005	Excavator, mini, with thumb	30		
03-030-040	Excavator, CAT 205LC or Case 688 or equivalent	90		
03-030-045	Attachment, Articulating Bucket 1-2.3 yards	120		
03-030-055	Excavator, Cat 215/315 or equivalent	110		
03-030-080	Excavator, Kobelco K935 or equivalent	155		
03-035-014	Fork Lift, Large (over 2 tons) & telescopic	30		
03-040-010	Road Grader	50		
03-045-031	360 Degree rotation Hydraulic Drum Grapppler	60		
03-045-020	Front-end loader crawler, CAT 933/935 or equivalent	60		
03-055-030	Front-end loader crawler, CAT 943 or equivalent	40		
03-055-040	Front-end loader crawler, CAT 953 or equivalent	35		
03-060-020	Front-end loader/wheel, Case W14C or equivalent	30		
03-060-040	Front-end loader/wheeled, CAT 936E, Case 721 or equivalent	60		
03-060-060	Front-end loader/wheeled, CAT 966C, Case 821 or equivalent	35		
03-060-070	Front-end loader/wheeled, CAT 966B, Dresser 540 or equivalent	55		
03-065-020	Heavy Duty Scraper	35		
03-085-010	Snow Plow	40		
03-087-010	Farm Tractor	15		
03-095-010	Skidsteer w/bucket	85		
03-095-010	Uni Loader-w/bucket	35		
03-095-035	Uni Loader barrel Grapppler Attachment	35		
07-015-020	Boat 14'/16'	20		
07-015-042	Boat Motor 10 to 50 h.p.	20		
07-021-010	Compressor, Air - 185 CFM	120		
07-051-005	Generator 5 kw	100		
07-051-020	Generator 10 kw	60		
07-051-040	Generator 50 kw	120		
07-051-055	Generator 150 kw	15		
07-053-010	Portable Heating Capabilities - Space Heaters	160		
07-067-030	Emergency Lighting (Light Plant)	30		
07-092-053	Water Tank - 10,000 gallons	30		
07-096-007	Water Laser, Medium Pressure, Multigun (2500-5000 psi)	90		
08-012-020	Pump, Centrifugal 2 inch	90		
08-018-030	Pump, Double Diaphragm 3 inch	60		
08-054-015	Pump, Trash 3 inch	92		
09-005-005	Oil Harbor boom 6"-12" Skirt - 50 foot length	65		

Total	\$	\$
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CLIN	Description	Estimated Amount	G&A	Estimated Costs
0001	Personnel	\$		\$
0002	Equipment			
0003	Transportation & Disposal (T&D)	\$1,753,590		
0004	Travel	\$ 350,720		
0005	Subcontracts and Other ODCs (Includes Materials)	\$1,052,150		
0006	Deliverables:			
	Reports of Work (22)			
	Monthly Reports for TO (12)			
	Rate Information (1)			
Total for Base Year (A)		\$		\$
Total for 50% Option (A x 50% = B)		\$		\$
Grand Total for Base Year (A+B=C)		\$		\$

Option Year 1 - Year 2 of Contract:

CLIN 0001			
Personnel Description	Estimated Hourly Rates	Hours	Estimated Amount
Program Manager	\$	400	\$
Response Manager			
Level I		2400	
Level II		3800	
Foreman		5200	
Equipment Operator		5200	
PAS		4800	
Cleanup Tech		9600	
Laborer		4100	
Chemist/Organic		970	
IH/Health & Safety Officer		970	
T&D Coordinator		1550	
Engineer		500	
Truck Driver		3400	
Explosive Specialist		190	
Lab Tech		300	
Geologist		150	
Health & Safety Tech		800	
Subcontract Support		800	
TOTAL		44730	\$

Personnel Description	Estimated Overtime Hourly Rates	Overtime Hours	Estimated Amount
Program Manager	\$	100	\$

Response Manager			
Level I		600	
Level II		950	
Foreman		1300	
Equipment Operator		1300	
PAS		1200	
Cleanup Tech		2400	
Laborer		1025	
Chemist/Organic		250	
IH/Health & Safety Officer		250	
T&D Coordinator		400	
Engineer		125	
Truck Driver		850	
Explosive Specialist		50	
Lab Tech		75	
Geologist		40	
Health & Safety Tech		200	
Subcontract Support		200	
Total		11215	\$

CLIN 0002				
RCMS #	Equipment Description	Days/ Years	Unit Price	Estimated Amount
01-010-010	Truck, Boom	50	\$	\$
01-015-010	Dump Truck, Articulated, 15-ton	75		
01-015-012	Dump Truck, Articulated, 30-ton	100		
01-015-041	Dump Truck, 5/10 yds	145		
01-015-042	Dump Truck, 10/20 yds	90		
01-015-050	Dump Truck, Tandem	370		
01-030-020	Truck, Box 2 ton	65		
01-036-010	Truck, Pickup	130		
01-036-010	Truck, 4 Wheel Drive	1100		
01-042-010	Road Tractor	50		
01-045-010	Truck, stake bed 1-ton (with lift gate)	120		
01-045-020	Truck, stake bed 2-ton (with lift gate)	35		
01-051-020	Truck, vacuum 2000 gal.	15		
01-051-035	Truck, vacuum 3500 gal.	20		
01-054-030	Van, Passenger	70		
01-057-020	Water Truck, Less than 2000 gal.	110		
01-057-040	Water Truck, 4000 gal.	100		
01-009-010	Car, Passenger	100		
02-020-020	Personnel Decon. trailer, 8 ft. x 25 ft., approx.	80		
02-040-040	Trailer 40 ft., Personnel Decontamination, enclosed, 'self-contained with HVAC and emergency shower	160		

02-055-040	Office Trailer with steps, Large (more than 40 ft)	435		
02-070-010	Storage Trailer, less than 40 ft.	160		
02-070-020	Storage Trailer, 40 ft or greater	235		
02-090-010	Water Dogs	100		
03-000-040	Gannon Box, Pulverizer	30		
03-001-010	Backhoe, Case 580 or equivalent	240		
03-010-040	D-6 Dozer w/6-way blade or equivalent w/ripper	185		
03-010-060	D-8 Dozer w/6-way blade or equivalent w/ripper	75		
03-015-015	Compactor-Roller	125		
03-015-020	Compactor-Roller (Vibratory)	90		
03-030-005	Excavator, mini, with thumb	30		
03-030-040	Excavator, CAT 205LC or Case 688 or equivalent	90		
03-030-045	Attachment, Articulating Bucket 1-2.3 yards	120		
03-030-055	Excavator, Cat 215/315 or equivalent	110		
03-030-080	Excavator, Kobelco K935 or equivalent	155		
03-035-014	Fork Lift, Large (over 2 tons) & telescopic	30		
03-040-010	Road Grader	50		
03-045-031	360 Degree rotation Hydraulic Drum Grappler	60		
03-045-020	Front-end loader crawler, CAT 933/935 or equivalent	60		
03-055-030	Front-end loader crawler, CAT 943 or equivalent	40		
03-055-040	Front-end loader crawler, CAT 953 or equivalent	35		
03-060-020	Front-end loader/wheel, Case W14C or equivalent	30		
03-060-040	Front-end loader/wheeled, CAT 936E, Case 721 or equivalent	60		
03-060-060	Front-end loader/wheeled, CAT 966C, Case 821 or equivalent	35		
03-060-070	Front-end loader/wheeled, CAT 966B, Dresser 540 or equivalent	55		
03-065-020	Heavy Duty Scraper	35		
03-085-010	Snow Plow	40		
03-087-010	Farm Tractor	15		
03-095-010	Skidsteer w/bucket	85		
03-095-010	Uni Loader-w/bucket	35		
03-095-035	Uni Loader barrel Grappler Attachment	35		
07-015-020	Boat 14'/16'	20		
07-015-042	Boat Motor 10 to 50 h.p.	20		
07-021-010	Compressor, Air - 185 CFM	120		
07-051-005	Generator 5 kw	100		
07-051-020	Generator 10 kw	60		
07-051-040	Generator 50 kw	120		

07-051-055	Generator 150 kw	15		
07-053-010	Portable Heating Capabilities - Space Heaters	160		
07-067-030	Emergency Lighting (Light Plant)	30		
07-092-053	Water Tank - 10,000 gallons	30		
07-096-007	Water Laser, Medium Pressure, Multigun (2500-5000 psi)	90		
08-012-020	Pump, Centrifugal 2 inch	90		
08-018-030	Pump, Double Diaphragm 3 inch	60		
08-054-015	Pump, Trash 3 inch	92		
09-005-005	Oil Harbor boom 6"-12" Skirt - 50 foot length	65		
TOTAL			\$	\$

CLIN	Description	Estimated Amount	G&A	Estimated Costs
0001	Personnel	\$		\$
0002	Equipment			
0003	Transportation & Disposal (T&D)	\$1,841,270		
0004	Travel	\$ 368,260		
0005	Subcontracts and Other ODCs (Includes Materials)	\$1,104,760		
0006	Deliverables:			
	Reports of Work (22)			
	Monthly Reports for TO (12)			
	Rate Information (1)			
Total for Base Year (A)		\$		\$
Total for 50% Option (A x 50% = B)		\$		\$
Grand Total for Base Year (A+B=C)		\$		\$

Option Year 2 - Year 3 of Contract:

CLIN 0001			
Personnel Description	Estimated Hourly Rates	Hours	Estimated Amount
Program Manager	\$	400	\$
Response Manager			
Level I		2400	
Level II		3800	
Foreman		5200	
Equipment Operator		5200	
PAS		4800	
Cleanup Tech		9600	
Laborer		4100	
Chemist/Organic		970	
IH/Health & Safety Officer		970	
T&D Coordinator		1550	
Engineer		500	

Truck Driver		3400	
Explosive Specialist		190	
Lab Tech		300	
Geologist		150	
Health & Safety Tech		800	
Subcontract Support		800	
TOTAL		44730	\$

Personnel Description	Estimated Overtime Hourly Rates	Overtime Hours	Estimated Amount
Program Manager	\$	100	\$
Response Manager			
Level I		600	
Level II		950	
Foreman		1300	
Equipment Operator		1300	
PAS		1200	
Cleanup Tech		2400	
Laborer		1025	
Chemist/Organic		250	
IH/Health & Safety Officer		250	
T&D Coordinator		400	
Engineer		125	
Truck Driver		850	
Explosive Specialist		50	
Lab Tech		75	
Geologist		40	
Health & Safety Tech		200	
Subcontract Support		200	
TOTAL		11215	\$

CLIN 0002				
RCMS #	Equipment Description	Days/ Years	Unit Price	Estimated Amount
01-010-010	Truck, Boom	50	\$	\$
01-015-010	Dump Truck, Articulated, 15-ton	75		
01-015-012	Dump Truck, Articulated, 30-ton	100		
01-015-041	Dump Truck, 5/10 yds	145		
01-015-042	Dump Truck, 10/20 yds	90		
01-015-050	Dump Truck, Tandem	370		
01-030-020	Truck, Box 2 ton	65		
01-036-010	Truck, Pickup	130		
01-036-010	Truck, 4 Wheel Drive	1100		
01-042-010	Road Tractor	50		
01-045-010	Truck, stake bed 1-ton (with lift gate)	120		

01-045-020	Truck, stake bed 2-ton (with lift gate)	35		
01-051-020	Truck, vacuum 2000 gal.	15		
01-051-035	Truck, vacuum 3500 gal.	20		
01-054-030	Van, Passenger	70		
01-057-020	Water Truck, Less than 2000 gal.	110		
01-057-040	Water Truck, 4000 gal.	100		
01-009-010	Car, Passenger	100		
02-020-020	Personnel Decon. trailer, 8 ft. x 25 ft., approx.	80		
02-040-040	Trailer 40 ft., Personnel Decontamination, enclosed, 'self-contained with HVAC and emergency shower	160		
02-055-040	Office Trailer with steps, Large (more than 40 ft)	435		
02-070-010	Storage Trailer, less than 40 ft.	160		
02-070-020	Storage Trailer, 40 ft or greater	235		
02-090-010	Water Dogs	100		
03-000-040	Gannon Box, Pulverizer	30		
03-001-010	Backhoe, Case 580 or equivalent	240		
03-010-040	D-6 Dozer w/6-way blade or equivalent w/ripper	185		
03-010-060	D-8 Dozer w/6-way blade or equivalent w/ripper	75		
03-015-015	Compactor-Roller	125		
03-015-020	Compactor-Roller (Vibratory)	90		
03-030-005	Excavator, mini, with thumb	30		
03-030-040	Excavator, CAT 205LC or Case 688 or equivalent	90		
03-030-045	Attachment, Articulating Bucket 1-2.3 yards	120		
03-030-055	Excavator, Cat 215/315 or equivalent	110		
03-030-080	Excavator, Kobelco K935 or equivalent	155		
03-035-014	Fork Lift, Large (over 2 tons) & telescopic	30		
03-040-010	Road Grader	50		
03-045-031	360 Degree rotation Hydraulic Drum Grappler	60		
03-045-020	Front-end loader crawler, CAT 933/935 or equivalent	60		
03-055-030	Front-end loader crawler, CAT 943 or equivalent	40		
03-055-040	Front-end loader crawler, CAT 953 or equivalent	35		
03-060-020	Front-end loader/wheel, Case W14C or equivalent	30		
03-060-040	Front-end loader/wheeled, CAT 936E, Case 721 or equivalent	60		
03-060-060	Front-end loader/wheeled, CAT 966C, Case 821 or equivalent	35		

03-060-070	Front-end loader/wheeled, CAT 966B, Dresser 540 or equivalent	55		
03-065-020	Heavy Duty Scraper	35		
03-085-010	Snow Plow	40		
03-087-010	Farm Tractor	15		
03-095-010	Skidsteer w/bucket	85		
03-095-010	Uni Loader-w/bucket	35		
03-095-035	Uni Loader barrel Grappler Attachment	35		
07-015-020	Boat 14'/16'	20		
07-015-042	Boat Motor 10 to 50 h.p.	20		
07-021-010	Compressor, Air - 185 CFM	120		
07-051-005	Generator 5 kw	100		
07-051-020	Generator 10 kw	60		
07-051-040	Generator 50 kw	120		
07-051-055	Generator 150 kw	15		
07-053-010	Portable Heating Capabilities - Space Heaters	160		
07-067-030	Emergency Lighting (Light Plant)	30		
07-092-053	Water Tank - 10,000 gallons	30		
07-096-007	Water Laser, Medium Pressure, Multigun (2500-5000 psi)	90		
08-012-020	Pump, Centrifugal 2 inch	90		
08-018-030	Pump, Double Diaphragm 3 inch	60		
08-054-015	Pump, Trash 3 inch	92		
09-005-005	Oil Harbor boom 6"-12" Skirt - 50 foot length	65		
TOTAL			\$	\$

CLIN	Description	Estimated Amount	G&A	Estimated Costs
0001	Personnel	\$		\$
0002	Equipment			
0003	Transportation & Disposal (T&D)	\$1,933,330		
0004	Travel	\$ 386,675		
0005	Subcontracts and Other ODCs (Includes Materials)	\$1,160,000		
0006	Deliverables:			
	Reports of Work (22)			
	Monthly Reports for TO (12)			
	Rate Information (1)			
Total for Base Year (A)		\$		\$
Total for 50% Option (A x 50% = B)		\$		\$
Grand Total for Base Year (A+B=C)		\$		\$

Option Year 3 - Year 4 of Contract:

CLIN 0001			
Personnel Description	Estimated Hourly Rates	Hours	Estimated Amount

Program Manager	\$	400	\$
Response Manager			
Level I		2400	
Level II		3800	
Foreman		5200	
Equipment Operator		5200	
PAS		4800	
Cleanup Tech		9600	
Laborer		4100	
Chemist/Organic		970	
IH/Health & Safety Officer		970	
T&D Coordinator		1550	
Engineer		500	
Truck Driver		3400	
Explosive Specialist		190	
Lab Tech		300	
Geologist		150	
Health & Safety Tech		800	
Subcontract Support		800	
TOTAL		44730	\$

Personnel Description	Estimated Overtime Hourly Rates	Overtime Hours	Estimated Amount
Program Manager	\$	100	\$
Response Manager			
Level I		600	
Level II		950	
Foreman		1300	
Equipment Operator		1300	
PAS		1200	
Cleanup Tech		2400	
Laborer		1025	
Chemist/Organic		250	
IH/Health & Safety Officer		250	
T&D Coordinator		400	
Engineer		125	
Truck Driver		850	
Explosive Specialist		50	
Lab Tech		75	
Geologist		40	
Health & Safety Tech		200	
Subcontract Support		200	
TOTAL		11215	\$

CLIN 0002				
RCMS #	Equipment Description	Days/ Years	Unit Price	Estimated Amount
01-010-010	Truck, Boom	50	\$	\$
01-015-010	Dump Truck, Articulated, 15-ton	75		
01-015-012	Dump Truck, Articulated, 30-ton	100		
01-015-041	Dump Truck, 5/10 yds	145		
01-015-042	Dump Truck, 10/20 yds	90		
01-015-050	Dump Truck, Tandem	370		
01-030-020	Truck, Box 2 ton	65		
01-036-010	Truck, Pickup	130		
01-036-010	Truck, 4 Wheel Drive	1100		
01-042-010	Road Tractor	50		
01-045-010	Truck, stake bed 1-ton (with lift gate)	120		
01-045-020	Truck, stake bed 2-ton (with lift gate)	35		
01-051-020	Truck, vacuum 2000 gal.	15		
01-051-035	Truck, vacuum 3500 gal.	20		
01-054-030	Van, Passenger	70		
01-057-020	Water Truck, Less than 2000 gal.	110		
01-057-040	Water Truck, 4000 gal.	100		
01-009-010	Car, Passenger	100		
02-020-020	Personnel Decon. trailer, 8 ft. x 25 ft., approx.	80		
02-040-040	Trailer 40 ft., Personnel Decontamination, enclosed, 'self-contained with HVAC and emergency shower	160		
02-055-040	Office Trailer with steps, Large (more than 40 ft)	435		
02-070-010	Storage Trailer, less than 40 ft.	160		
02-070-020	Storage Trailer, 40 ft or greater	235		
02-090-010	Water Dogs	100		
03-000-040	Gannon Box, Pulverizer	30		
03-001-010	Backhoe, Case 580 or equivalent	240		
03-010-040	D-6 Dozer w/6-way blade or equivalent w/ripper	185		
03-010-060	D-8 Dozer w/6-way blade or equivalent w/ripper	75		
03-015-015	Compactor-Roller	125		
03-015-020	Compactor-Roller (Vibratory)	90		
03-030-005	Excavator, mini, with thumb	30		
03-030-040	Excavator, CAT 205LC or Case 688 or equivalent	90		
03-030-045	Attachment, Articulating Bucket 1-2.3 yards	120		
03-030-055	Excavator, Cat 215/315 or equivalent	110		
03-030-080	Excavator, Kobelco K935 or equivalent	155		
03-035-014	Fork Lift, Large (over 2 tons) & telescopic	30		

03-040-010	Road Grader	50		
03-045-031	360 Degree rotation Hydraulic Drum Grapppler	60		
03-045-020	Front-end loader crawler, CAT 933/935 or equivalent	60		
03-055-030	Front-end loader crawler, CAT 943 or equivalent	40		
03-055-040	Front-end loader crawler, CAT 953 or equivalent	35		
03-060-020	Front-end loader/wheel, Case W14C or equivalent	30		
03-060-040	Front-end loader/wheeled, CAT 936E, Case 721 or equivalent	60		
03-060-060	Front-end loader/wheeled, CAT 966C, Case 821 or equivalent	35		
03-060-070	Front-end loader/wheeled, CAT 966B, Dresser 540 or equivalent	55		
03-065-020	Heavy Duty Scraper	35		
03-085-010	Snow Plow	40		
03-087-010	Farm Tractor	15		
03-095-010	Skidsteer w/bucket	85		
03-095-010	Uni Loader-w/bucket	35		
03-095-035	Uni Loader barrel Grapppler Attachment	35		
07-015-020	Boat 14'/16'	20		
07-015-042	Boat Motor 10 to 50 h.p.	20		
07-021-010	Compressor, Air - 185 CFM	120		
07-051-005	Generator 5 kw	100		
07-051-020	Generator 10 kw	60		
07-051-040	Generator 50 kw	120		
07-051-055	Generator 150 kw	15		
07-053-010	Portable Heating Capabilities - Space Heaters	160		
07-067-030	Emergency Lighting (Light Plant)	30		
07-092-053	Water Tank - 10,000 gallons	30		
07-096-007	Water Laser, Medium Pressure, Multigun (2500-5000 psi)	90		
08-012-020	Pump, Centrifugal 2 inch	90		
08-018-030	Pump, Double Diaphragm 3 inch	60		
08-054-015	Pump, Trash 3 inch	92		
09-005-005	Oil Harbor boom 6"-12" Skirt - 50 foot length	65		
TOTAL			\$	\$

CLIN	Description	Estimated Amount	G&A	Estimated Costs
0001	Personnel	\$		\$
0002	Equipment			
0003	Transportation & Disposal (T&D)	\$2,030,000		
0004	Travel	\$ 406,010		
0005	Subcontracts and Other ODCs (Includes Materials)	\$1,218,000		
0006	Deliverables:			

	Reports of Work (22)		
	Monthly Reports for TO (12)		
	Rate Information (1)		
Total for Base Year (A)		\$	\$
Total for 50% Option (A x 50% = B)		\$	\$
Grand Total for Base Year (A+B=C)		\$	\$

Option Year 4 - Year 5 of Contract:

CLIN 0001			
Personnel Description	Estimated Hourly Rates	Hours	Estimated Amount
Program Manager	\$	400	\$
Response Manager			
Level I		2400	
Level II		3800	
Foreman		5200	
Equipment Operator		5200	
PAS		4800	
Cleanup Tech		9600	
Laborer		4100	
Chemist/Organic		970	
IH/Health & Safety Officer		970	
T&D Coordinator		1550	
Engineer		500	
Truck Driver		3400	
Explosive Specialist		190	
Lab Tech		300	
Geologist		150	
Health & Safety Tech		800	
Subcontract Support		800	
TOTAL		44730	\$

Personnel Description	Estimated Overtime Hourly Rates	Overtime Hours	Estimated Amount
Program Manager	\$	100	\$
Response Manager			
Level I		600	
Level II		950	
Foreman		1300	
Equipment Operator		1300	
PAS		1200	
Cleanup Tech		2400	
Laborer		1025	
Chemist/Organic		250	
IH/Health & Safety Officer		250	

T&D Coordinator		400	
Engineer		125	
Truck Driver		850	
Explosive Specialist		50	
Lab Tech		75	
Geologist		40	
Health & Safety Tech		200	
Subcontract Support		200	
TOTAL		11215	\$

CLIN 0002				
RCMS #	Equipment Description	Days/ Years	Unit Price	Estimated Amount
01-010-010	Truck, Boom	50	\$	\$
01-015-010	Dump Truck, Articulated, 15-ton	75		
01-015-012	Dump Truck, Articulated, 30-ton	100		
01-015-041	Dump Truck, 5/10 yds	145		
01-015-042	Dump Truck, 10/20 yds	90		
01-015-050	Dump Truck, Tandem	370		
01-030-020	Truck, Box 2 ton	65		
01-036-010	Truck, Pickup	130		
01-036-010	Truck, 4 Wheel Drive	1100		
01-042-010	Road Tractor	50		
01-045-010	Truck, stake bed 1-ton (with lift gate)	120		
01-045-020	Truck, stake bed 2-ton (with lift gate)	35		
01-051-020	Truck, vacuum 2000 gal.	15		
01-051-035	Truck, vacuum 3500 gal.	20		
01-054-030	Van, Passenger	70		
01-057-020	Water Truck, Less than 2000 gal.	110		
01-057-040	Water Truck, 4000 gal.	100		
01-009-010	Car, Passenger	100		
02-020-020	Personnel Decon. trailer, 8 ft. x 25 ft., approx.	80		
02-040-040	Trailer 40 ft., Personnel Decontamination, enclosed, 'self-contained with HVAC and emergency shower	160		
02-055-040	Office Trailer with steps, Large (more than 40 ft)	435		
02-070-010	Storage Trailer, less than 40 ft.	160		
02-070-020	Storage Trailer, 40 ft or greater	235		
02-090-010	Water Dogs	100		
03-000-040	Gannon Box, Pulverizer	30		
03-001-010	Backhoe, Case 580 or equivalent	240		
03-010-040	D-6 Dozer w/6-way blade or equivalent w/ripper	185		
03-010-060	D-8 Dozer w/6-way blade or equivalent w/ripper	75		

03-015-015	Compactor-Roller	125		
03-015-020	Compactor-Roller (Vibratory)	90		
03-030-005	Excavator, mini, with thumb	30		
03-030-040	Excavator, CAT 205LC or Case 688 or equivalent	90		
03-030-045	Attachment, Articulating Bucket 1-2.3 yards	120		
03-030-055	Excavator, Cat 215/315 or equivalent	110		
03-030-080	Excavator, Kobelco K935 or equivalent	155		
03-035-014	Fork Lift, Large (over 2 tons) & telescopic	30		
03-040-010	Road Grader	50		
03-045-031	360 Degree rotation Hydraulic Drum Grapppler	60		
03-045-020	Front-end loader crawler, CAT 933/935 or equivalent	60		
03-055-030	Front-end loader crawler, CAT 943 or equivalent	40		
03-055-040	Front-end loader crawler, CAT 953 or equivalent	35		
03-060-020	Front-end loader/wheel, Case W14C or equivalent	30		
03-060-040	Front-end loader/wheeled, CAT 936E, Case 721 or equivalent	60		
03-060-060	Front-end loader/wheeled, CAT 966C, Case 821 or equivalent	35		
03-060-070	Front-end loader/wheeled, CAT 966B, Dresser 540 or equivalent	55		
03-065-020	Heavy Duty Scraper	35		
03-085-010	Snow Plow	40		
03-087-010	Farm Tractor	15		
03-095-010	Skidsteer w/bucket	85		
03-095-010	Uni Loader-w/bucket	35		
03-095-035	Uni Loader barrel Grapppler Attachment	35		
07-015-020	Boat 14'/16'	20		
07-015-042	Boat Motor 10 to 50 h.p.	20		
07-021-010	Compressor, Air - 185 CFM	120		
07-051-005	Generator 5 kw	100		
07-051-020	Generator 10 kw	60		
07-051-040	Generator 50 kw	120		
07-051-055	Generator 150 kw	15		
07-053-010	Portable Heating Capabilities - Space Heaters	160		
07-067-030	Emergency Lighting (Light Plant)	30		
07-092-053	Water Tank - 10,000 gallons	30		
07-096-007	Water Laser, Medium Pressure, Multigun (2500-5000 psi)	90		
08-012-020	Pump, Centrifugal 2 inch	90		
08-018-030	Pump, Double Diaphragm 3 inch	60		
08-054-015	Pump, Trash 3 inch	92		
09-005-005	Oil Harbor boom 6"-12" Skirt - 50 foot length	65		

TOTAL	\$	\$
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CLIN	Description	Estimated Amount	G&A	Estimated Costs
0001	Personnel	\$		\$
0002	Equipment			
0003	Transportation & Disposal (T&D)	\$2,131,500		
0004	Travel	\$ 426,310		
0005	Subcontracts and Other ODCs (Materials)	\$1,278,900		
0006	Deliverables:			
	Reports of Work (22)			
	Monthly Reports for TO (12)			
	Rate Information (1)			
Total for Base Year (A)		\$		\$
Total for 50% Option (A x 50% = B)		\$		\$
Grand Total for Base Year (A+B=C)		\$		\$

Total Capacity for Years 1-5 of Contract:

Year	Estimated Costs
Total Base Year (CLIN 0001 - CLIN 0006)	\$
50% Option	\$
Total Option Year 1 (CLIN 0001 - CLIN 0006)	\$
50% Option	\$
Total Option Year 2 (CLIN 0001 - CLIN 0006)	\$
50% Option	\$
Total Option Year 3 (CLIN 0001 - CLIN 0006)	\$
50% Option	\$
Total Option Year 4 (CLIN 0001 - CLIN 0006)	\$
50% Option	\$
TOTAL for Base and Option Years	\$
TOTAL for 50% Options - All Contract Years	\$
Grand TOTAL for Base + Option Years + 50% Option	\$

The rate or rates set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative (G&A) expenses, and profit.

Regarding personnel costs, the contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task orders issued by the EPA Order Officer and accepted by the Contracting Officer. If work under a task order crosses into another period, the Government shall reimburse the Contractor for labor and equipment provided under a task order at the rates in effect in the period in which the work is performed. If work under a task order extends past the last year, the last years's rates will remain in effect for the duration of the task order.

The contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task orders.

25. The attachment entitled "KEY PERSONNEL QUALIFICATIONS FORMAT" has been modified. The text is as follows:

Attachment 7

KEY PERSONNEL QUALIFICATIONS: PROGRAM MANAGER

Name:	
Current Employer:	
Date:	

EDUCATION ¹

Name and Location of School, College or University	Month(s) and Year(s) Attended	Type of Degree	Month and Year of Degree

EXPERIENCE ¹

Experience Factors	Employer and Title ²	Description of Duties ³	Dates to/from
Managerial Experience in Emergency Response Services			
Technical Experience in Emergency Response Services			
Managerial Experience in Removal or Remedial Activities			

Technical Experience in Removal or Remedial Activities			
Managerial Experience in Technical Support Services to multi-disciplinary personnel			
Managerial Experience in Administrative Support Services to multi-disciplinary personnel			

TECHNICAL/REGULATORY KNOWLEDGE ¹

Knowledge Factors	Descriptive Examples ⁴
Hazardous Materials Transportation	
Solid and Hazardous Waste Disposal	
Other Directly Related Disciplines	

CONTRACT EXECUTION SKILLS ¹

Contract Execution Skills Factors	Descriptive Examples ⁴
Scheduling	
Resource Allocation	
Performance Monitoring	
Contract Administration	
Budgetary Requirements	
Cost Accounting Requirements	
Issue Resolution	

Other Relevant Skills	
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¹ If additional space is needed, it should be provided in the identical format presented here.

² If employer is different than current employer, provide reference w/name and telephone number of the individual's supervisor.

³ Extensive descriptions of the scope of site work or the nature of contracts are not necessary. Rather, provide experience factors which describe specific duties, responsibilities and accomplishments which are relevant to the position description requirements (See Clause L.13). Include the types and number, if any, of personnel supervised. If more than one type of work is provided, then assign approximate percentage of time doing each.

⁴ Provide brief examples of the individual's past experiences which demonstrate knowledge of and/or skills and abilities within the subject area of a given Knowledge Factor and Contract Execution Skills Factor, e.g. a description of an individual's resolution of a subcontractor dispute may be presented as evidence of issue resolution skills.

KEY PERSONNEL QUALIFICATIONS: LEVEL II RESPONSE MANAGER

Name:	
Current Employer:	
Date:	

EDUCATION ¹

Name and Location of School, College or University	Month(s) and Year(s) Attended	Type of Degree	Month and Year of Degree

EXPERIENCE ¹

Experience Factors	Employer and Title ²	Description of Duties ³	Dates to/from

On-Scene response experience in the clean-up of hazardous substances, oil, pollutants or contaminants at non-emergency removal or remedial sites			
Project management experience managing multi-disciplinary personnel in the clean-up of hazardous substances, oil, pollutants or contaminants at removal or remedial sites			
Experience supervising Multi-disciplinary personnel in the clean-up of hazardous substances, oil, and other contaminants or pollutants at removal or remedial sites			
Experience in general construction activities, e.g. site preparation, cut and fill operations, building construction and demolition, road and bridge construction, or utility systems installation			

Experience in the development and implementation of site safety plans required for hazardous substance response activities			
Experience in preparing technical and field operations reports			
Supervisory experience in emergency response actions involving the release, or threat thereof, of hazardous substances, oil, pollutants or contaminants			
Experience in serving as the Prime contractor point-of-contact for multiple simultaneous subcontracts of varying type and complexity and being responsible for managing and insuring proper execution of those subcontracts			

TECHNICAL/REGULATORY KNOWLEDGE ¹

Knowledge Factors	Descriptive Examples ⁴
Hazardous Materials Transportation Regulations, e.g. knowledge of use of proper shipping containers, labeling, marking, hazard classes, proper shipping names, manifesting and placarding	

Solid and Hazardous Waste Disposal, e.g. knowledge of waste classifications, typical analytical requirements for profiling, knowledge of the identity of and permit limitations of off-site hazardous waste storage, treatment and disposal facilities	
OSHA Health and Safety Regulations, e.g. knowledge of health and safety requirements regarding hazardous substance response operations, trench safety, confined space entry, and general construction site operations. Ability to prepare and modify site specific health and safety plans.	
Cost Tracking, e.g., knowledge of and ability to utilize computer based cost management systems to track, document and report site costs on a daily basis	
Quality Assurance Project Plan (QAPjP), e.g., knowledge of and ability to develop, implement and manage a QAPjP for site specific environmental monitoring, sampling or measurement actions	
Interpretation of data and evaluation of hazards, e.g., knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at sites	
Other Directly Related Disciplines	

¹ If additional space is needed, it should be provided in the identical format presented here.

² If employer is different than current employer, provide reference w/name and

telephone number of the individual's supervisor.

³ Extensive descriptions of the scope of site work or the nature of contracts are not necessary. Rather, provide experience factors which describe specific duties, responsibilities and accomplishments which are relevant to the position description requirements (See Clause L.13). Include the types and number, if any, of personnel supervised. If more than one type of work is provided, then assign approximate percentage of time doing each.

⁴ Provide brief examples of the individual's past experiences which demonstrate knowledge of and/or skills and abilities within the subject area of a given Knowledge Factor and Contract Execution Skills Factor, e.g. a description of an individual's resolution of a subcontractor dispute may be presented as evidence of issue resolution skills.

KEY PERSONNEL QUALIFICATIONS: CHEMIST

Name:	
Current Employer:	
Date:	

EDUCATION ¹

Name and Location of School, College or University	Month(s) and Year(s) Attended	Type of Degree	Month and Year of Degree

EXPERIENCE ¹

Experience Factors	Employer and Title ²	Description of Duties ³	Dates to/from
Field experience in oil and petroleum cleanup operations			

Field experience in hazardous substance cleanup operations			
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TECHNICAL/REGULATORY KNOWLEDGE ¹

Knowledge Factors	Descriptive Examples ⁴
EPA removal QA/QC Data Collection protocols, e.g. working knowledge of "Quality Assurance/Quality Control Guidance for Removal Activities, Sampling QA/QC Plan and Data Validation Procedures." Ability to collect data in accordance with these procedures.	
Knowledge of standard methods of analyses of multi-media waste and environmental samples, e.g. SW 846.	
Ability to prepare written technical reports and plans.	
Knowledge of chemical characteristics of oil and hazardous substances. Ability to develop and implement waste characterization, bulking and treatment options.	

Knowledge and theory of operation and ability to calibrate and use field screening instrumentation, e.g. organic vapor analyzers, combustible gas indicators, radiation meters. Ability to interpret data and evaluate hazards from survey results.	
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¹ If additional space is needed, it should be provided in the identical format presented here.

² If employer is different than current employer, provide reference w/name and telephone number of the individual's supervisor.

³ Extensive descriptions of the scope of site work or the nature of contracts are not necessary. Rather, provide experience factors which describe specific duties, responsibilities and accomplishments which are relevant to the position description requirements (See Clause L.13). Include the types and number, if any, of personnel supervised. If more than one type of work is provided, then assign approximate percentage of time doing each.

⁴ Provide brief examples of the individual's past experiences which demonstrate knowledge of and/or skills and abilities within the subject area of a given Knowledge Factor and Contract Execution Skills Factor, e.g. a description of an individual's resolution of a subcontractor dispute may be presented as evidence of issue resolution skills.

KEY PERSONNEL QUALIFICATIONS: HEALTH AND SAFETY OFFICER

Name:	
Current Employer:	
Date:	

EDUCATION ¹

Name and Location of School, College or University	Month(s) and Year(s) Attended	Type of Degree	Month and Year of Degree

<p>A Certified Industrial Hygienist with two years (2) of on-scene experience in oil, petroleum, and hazardous substance response and cleanup actions.</p>			
<p>One year of the two years required experience must be in a capacity of health and safety officer with responsibility for preparing and insuring proper implementation of site specific health and safety plans.</p>			

EXPERIENCE ¹

Experience Factors	Employer and Title ²	Description of Duties ³	Dates to/from
<p>Field experience in hazardous substance, oil, and petroleum cleanup actions.</p>			
<p>Field experience in hazardous substance and hazardous waste, oil and petroleum cleanup actions in capacity of health and safety officer with responsibilities from preparing and insuring proper implementation of site specific health and safety plans.</p>			

TECHNICAL/REGULATORY KNOWLEDGE ¹

Knowledge Factors	Descriptive Examples ⁴
<p>Knowledge of OSHA health and safety regulations regarding hazardous waste site operations, OSHA General Industry standards and OSHA Construction Industry standards. Ability to prepare site specific health and safety plans (HASP) in accordance with EPA and OSHA regulations, policies, and procedures.</p>	
<p>Knowledge of theory of operation and ability to calibrate and use field screening instrumentation and sampling devices such as organic vapor analyzers, combustible gas indicators, toxic gas meters, and radiation monitors, personnel air samplers, and passive detection devices to collect samples and measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.</p>	

<p>Knowledge of theory of operation and ability to calibrate and use field screening instrumentation and sampling devices such as organic vapor analyzers, combustible gas indicators, toxic gas meters, and radiation monitors, personnel air samplers, and passive detection devices to collect samples and measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.</p>	
<p>Ability to independently assess the need, and provide recommendations for amendments to the HASP, depending upon a change in response. Knowledge of resources available which provide chemical specific facts to supplement industrial hygiene data. Knowledge of exposure limits, chemical and physical properties of hazardous substances. Ability to evaluate exposure limits of hazardous substances against site survey results. Ability to develop and institute site specific controls to protect workers against exposure to hazardous substances.</p>	

<p>Knowledge of factors which may contribute to worker heat and cold stress conditions. Ability to monitor for and recognize symptoms of workers suffering from heat and cold stress. Ability to develop and institute site specific controls to abate worker heat and cold stress conditions. Ability to prepare written technical reports and HASPs.</p>	
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⁴ Provide brief examples of the individual's past experiences which demonstrate knowledge of and/or skills and abilities within the subject area of a given Knowledge Factor and Contract Execution Skills Factor, e.g. a description of an individual's resolution of a subcontractor dispute may be presented as evidence of issue resolution skills.

KEY PERSONNEL QUALIFICATIONS: TRANSPORTATION & DISPOSAL COORDINATOR (T&D)

Name:	
Current Employer:	
Date:	

EDUCATION ¹

Name and Location of School, College or University	Month(s) and Year(s) Attended	Type of Degree	Month and Year of Degree

EXPERIENCE ¹

Experience Factors	Employer and Title²	Description of Duties³	Dates to/from
Field experience in hazardous waste sites as a Chemist or chemical technician.			
Field experience in hazardous substance and hazardous waste cleanup operations with a focus transportation and disposal management of waste and materials from hazardous waste sites.			
Field experience in petroleum cleanup operations and disposal management of petroleum waste and materials from these sites.			
Experience in managing and insuring proper execution of multiple simultaneous contracts.			

TECHNICAL/REGULATORY KNOWLEDGE ¹

Knowledge Factors	Descriptive Examples ⁴
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<p>Knowledge of DOT regulations regarding hazardous substance response and general construction activities. Ability to independently correctly profile and complete profile sheets, fill out labels, manifests, assign wastes their proper regulatory classifications and specify placards according to DOT Regulations.</p>	
<p>Knowledge of hazardous waste materials transportation regulations, including shipping and containerization of wastes for transportation according to USDOT, RCRA and Land Disposal Restrictions; and compliance status of disposal facilities.</p>	
<p>Knowledge and use of resources which provide information on current innovative treatment technologies, e.g.</p>	
<p>Knowledge and personal independent ability to develop bulking schemes of compatible wastes and prepare bulking strategies to be implemented in the field.</p>	
<p>Ability to prepare written technical reports regarding the transportation and disposal operations.</p>	
<p>Knowledge and application of current innovative treatment technologies.</p>	

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³ Extensive descriptions of the scope of site work or the nature of contracts are not necessary. Rather, provide experience factors which describe specific duties, responsibilities and accomplishments which are relevant to the position description requirements (See Clause L.13). Include the types and number, if any, of personnel supervised. If more than one type of work is provided, then assign approximate percentage of time doing each.

⁴ Provide brief examples of the individual's past experiences which demonstrate knowledge of and/or skills and abilities within the subject area of a given Knowledge Factor and Contract Execution Skills Factor, e.g. a description of an individual's resolution of a subcontractor dispute may be presented as evidence of issue resolution skills.

26. The attachment entitled "PERFORMANCE MONITORING PLAN (QASP)" has been modified. The text is as follows:

Attachment 8

QUALITY ASSURANCE SURVEILLANCE PLAN

The Performance Work Statement for the Region 8 Emergency and Rapid Response Services Contract includes several performance requirements. The following Quality Assurance Plan lists these requirements, the performance standard for determining the contractor's success in meeting the requirements, the method of surveillance by the On-Scene Coordinator (OSC) and the incentive and/or disincentive for each of the required services.

ALL PERFORMANCE-BASED DELIVERIES WILL BE MEASURED IN ACCORDANCE WITH THIS QUALITY ASSURANCE SURVEILLANCE PLAN AND EVALUATED USING THE TASK ORDER EVALUATION FORM BELOW ON A QUARTERLY BASIS.

Required Services	Performance Standard	Method of Surveillance	Acceptable Quality Level	Incentive
Emergency Response	Contractor's response manager (1) & two (2) cleanup techs required to be in route within 2 hours of receiving a verbal Delivery Order and be at the site within twelve (12) hours of notification.	OSC will document the contractor's response time in the Task Order (TO) Evaluation Form	100% of response times are met	Add'l TO issued
Emergency Response	All remaining personnel & equipment needed at the site within twenty-four (24) hours of receiving a verbal Task Order.	OSC will document the arrival of additional personnel and equipment in the Task Order Evaluation Form	100% of response times are met	Add'l TO issued

Contractor's Call Center	The EPA must be able to contact the contractor on a 24 hour basis to issue verbal Task Orders for emergency responses.	CO/PO/OSC will document the ability to reach the contractor on a 24 hour basis in the Task Order Evaluation.	100% of the calls are answered	Add'l TO issued
Non-Emergency Response Delivery Order: Availability of Personnel, Equipment & Material	Contractor shall ensure that all personnel, equipment, and material arrive at the site within 72 hours of receipt of a TO or date identified in the T.O..	OSC will document the arrival time of all personnel, equipment, and material in the TO Evaluation Form.	90% of response times are met	Add'l TO issued
Site Cost Accounting Reports	Utilizing the RCMS system provided by EPA, the Contractor shall provide the OSC with detailed daily cost accounting reports (1900-55) no later than 10:00 a.m. on the next work day.	OSC will document the receipt, accuracy, and completeness of daily cost accounting reports in the TO Evaluation.	80% of daily reports within the task order period of performance are accurate, complete and timely.	Add'l TO issued
Site Safety Plan	Contractor shall develop and manage a site safety plan for each task order.	OSC will review and approve the contractor's site safety plan to ensure all applicable OSHA regulations are met.	Site safety plan requires no more than one correction prior to approval by the OSC.	Add'l TO issued

Environmental Measurement Quality Assurance	Contractor shall develop, implement, and manage a quality assurance project plan for each site that requires sampling in which environmental measurements will be made to ensure that all environmental measurements are of known quality and meet EPA Quality Assurance requirements.	OSC will review all environmental measurement project plan for completeness, accuracy, and timeliness of submission and document the TO Evaluation Form.	None	Add'l Delivery Orders issued
Subcontracting program	Contractor shall award subcontracts utilizing proper procedures and submit subcontract consent packages as required by Section G	OSC/CO will review subcontracting consent packages to ensure that subcontracts are awarded properly and provide consent	Subcontract consent packages for each task order are accurate and complete as submitted 90% of the time	Add'l TO issued
Transportation & Disposal of Wastes	Contractor shall accomplish all storage, transportation, treatment, and disposal of pollutants in accordance with all regulatory, safety, and environmental laws and regulations.	OSC will review all contractor transportation & disposal activities to ensure adherence to all applicable regulations and document in the Task Order Evaluation.	None	Add'l TO issued
Workplans	Contractor shall submit a workplan for each task order by the date specified in the task order that identifies the staffing plan and cost to accomplish the site work identified in the task order .	CO/PO/OSC will review the workplans to ensure the work can be accomplished as proposed and document the responsiveness completeness and timeliness in the task order evaluation form	None	Add'l TO issued

General Disincentive (applies to all performance standards above): If contractor does not meet the acceptable quality level for each performance standard, all re-work will be done at contractor's own expense and documented in the annual performance evaluation.

TASK ORDER EVALUATION FORM

Contractor Name: _____

Task Order Number: _____

Task Order Amount: _____

Period of Performance: From _____ to _____

Brief Description of Work: _____

Location of Work: _____

Names and telephone numbers of Contractor personnel responsible for managing the contract:

_____	_____
_____	_____
_____	_____

1. QUALITY OF SERVICES DELIVERED:

- a. Evaluate the contractor's performance in complying with contract requirements, quality achieved, and overall technical expertise demonstrated, including the storage, treatment, transportation and disposal of pollutants.

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Outstanding, N/A = Not Applicable

Remarks:

- b. To what extent was the contractor's reports and documentation accurate, complete and submitted in a timely manner, including the Site Health and Safety Plan, and the Quality Assurance Project Plan?

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent,

5 = Outstanding, N/A = Not Applicable

Remarks:

- c. How would you rate the contractor's key personnel (technical expertise, management capabilities)?

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent,
5 = Outstanding, N/A = Not Applicable

Remarks:

- d. How would you rate the contractor's key personnel response to technical direction by government?

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent,
5 = Outstanding, N/A = Not Applicable

Remarks:

2. EFFECTIVENESS OF MANAGEMENT:

To what extent was the contractor able to solve contract performance problems, including the award and management of subcontracts, without extensive guidance from the government?

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent,
5 = Outstanding, N/A = Not Applicable

Remarks:

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

To what extent did the contractor display initiative in meeting requirements and/or controlling cost?

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent,
5 = Outstanding, N/A = Not Applicable

Remarks:

4. TIMELINESS OF PERFORMANCE:

To what extent did the contractor meet project schedules; including response times for personnel and equipment?

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Outstanding, N/A = Not Applicable

Remarks:

5. COST CONTROL:

a. Evaluate the contractor's performance in completing projects within original cost estimates.

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Outstanding, N/A = Not Applicable

Remarks:

b. To what extent was the contractor able to track costs and provide accurate, complete and timely tracking reports, including the timely submission of daily cost accounting reports?

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Outstanding, N/A = Not Applicable

Remarks:

c. To what extent were the contractor's billings current, accurate and complete?

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Outstanding, N/A = Not Applicable

Remarks:

6. BUSINESS PRACTICES:

To what extent did the contractor coordinate and cooperate with the government's technical representatives, including the operation of a 24hour call center?

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent,
5 = Outstanding, N/A = Not Applicable

Remarks:

7. CUSTOMER SATISFACTION:

a. To what extent were the end users satisfied with the overall performance of the contractor?

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent,
5 = Outstanding, N/A = Not Applicable

Remarks: