Performance Work Statement

U.S. Coast Base Kodiak Environmental
Kodiak, Alaska

1. INTRODUCTION

U.S. Coast Guard (USCG) Base Kodiak requires services for the preparation, shipment, and off-site disposal or recycling of the non-regulated waste noted in section 11.

Base Kodiak is located on the east side of Kodiak, Island, approximately 8 miles south of the City of Kodiak. The Base Transportation Disposal and Storage Facility is located inside a secured fence line above Windrider Drive just off Seafarer Drive and operates as a Large Quantity Generator under Generator ID AK9690330742.

2. CONTRACTOR SUPPORT

2.1 Contractor is to provide the following services for Federal and State regulatory compliant disposal of the Hazardous Waste noted in section 11. The Contractor agrees to provide all services necessary for the shipment preparation, transportation, final treatment, disposal, and/or recycling of the items listed in accordance with (IAW) all local, state, and federal laws and regulations, and the terms and conditions of this contract. These services shall include all necessary personnel, including applicable Subcontractors, labor, transportation, equipment, and the compilation and submission of all documentation required by this contract.

2.2 All items, regardless of the condition, are being discarded by the Government (USG) and will require recycling or disposal. The requirements for removal of wastes under this contract are divided into three main phases: Pre-Removal, Removal, and Post-Removal. The Contractor and their Subcontractors must always perform in a prudent, conscientious, safe, and professional manner. The Contractor shall ensure that its agents, employees, and Subcontractors involved in handling and packaging the hazardous waste are trained for the level of expertise required for the proper performance of the task; in particular, the areas of chemical incompatibility, general first aid procedures, and spills. The Contractor shall provide all Materials Handling Equipment (MHE) and Personal Protective Equipment (PPE), unless otherwise stated. The MHE and PPE must be appropriate to safely handle the hazardous waste, to include meeting any additional military installation specific requirements. The Contractor agrees that all personnel and equipment used in the performance of this contract are subject to safety inspections by USG personnel while on federal property. Without additional expense to the USG, the Contractor shall be responsible for paying all fees, preparing, or obtaining any necessary licenses, permits, notifications, waste profiles, or reports, which result from a Contractor's transportation, recycling, or disposal decision. This includes any fees associated with requirements of the Environmental Protection Agency (EPA) national electronic manifest (e-Manifest) system. This includes acquiring any required permits or registrations necessary to operate on any installation listed in this contract and completing the Notification of Regulated Waste Activity form for the Generator(s) of hazardous waste to sign and file with the applicable state regulators for waste disposal. This includes signing (on behalf of the USG) waste profiles requested by Transportation Storage and Disposal Facility (TSDF). All Contractor-signed waste profile sheets shall be written for the actual waste stream using the Generator's profile for backup documentation. All Generator forms or other means of notifications, including correspondence with federal or state agencies on behalf of a Generator must be coordinated with and concurred with by the affected Generator prior to submission to any federal or state agency. A copy of all forms and relevant

documentation, including correspondence shall be provided to the Contracting Officer Representative (COR).

2.3 The Contractor and any Subcontractor(s) shall use only the facilities and transporters currently (at the time) listed in the Defense Logistics Agency Disposition Services (DLADS) Qualified Facilities List (QFL) and Qualified Transporters List (QTL).

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

2.5 All references to manifests in this contract refer to the appropriate shipping documents. The Contractor shall use only a Non-Hazardous Waste Manifest or a Uniform Hazardous Waste Manifest for shipments of waste under this contract. Bill of Lading (BOL) documents are prohibited for use under this contract. Some states may require the use of state-specific waste codes and/or have unique requirements regarding the use of manifests. The Contractor will comply with all such state requirements in the performance of this contract.

2.6 All documentation shall be clearly marked with the name of the Generator, contract, and other applicable information required under local, state, and federal regulation. Emergency response information and 24-hour emergency phone numbers shall be listed on the manifest. If blocks for emergency information are not provided, this information shall be placed in the upper right-hand corner of each document.

2.7 Electronic Manifest System (e-Manifest system): Generators may continue to use paper manifests during their transition to fully electronic manifests in the e-Manifest system and the phase out of paper manifests. For this contract, the USG will provide Signatory on all shipping documents. The Contractor shall provide the USG a copy of the completed form(s) for review at least five (5) business days prior to removal. Upon Initial Transporter signature, the USG will require a paper copy for record keeping.

3. NOTIFICATIONS

3.1 Upon notice to proceed, Contractor will have 30 days to initiate shipment unless otherwise approved by the Contracting Officer (KO).

3.2 Except as may otherwise be specified herein, the Contractor shall notify the COR or other USG representative, at least five (5) business days before attempting site visits, providing services, or removal efforts. In addition to the notification above for removal efforts, the Contractor shall provide the name of the driver, the driver's Commercial Driver License (CDL) number and its expiration date, to the COR or other USG representative at least 24 hours prior to removal. The Contractor may also opt to provide a list of approved, multiple drivers designated for pickups under this specific contract to the COR, or other USG representative prior to any attempted removals. If this option is elected and the list is approved by the USG and maintained by the Contractor, the 24-hour notification requirement is mute for the remainder of the contract unless otherwise modified.

3.3 If a driver, other than the one specified 24 hours in advance for the specific Task Order (TO) or, one whose name does not appear on the optional list of approved or multiple drivers arrive for pickup, the COR or other designated USG representative will verify the personnel change with the Contractor before the pickup commences. The COR or any USG representative has the right to request any identification and/or occupational endorsements from the driver beyond what is identified in additional

specific sections in this contract and can refuse commencement and/or completion of pickups if any unusual or suspicious actions occur. Any potential demurrage associated with the driver verification process and/or the unexpected halt or commencement of pickups will not be grounds for reimbursement by the USG.

3.4 The service to be performed under this contract shall be performed during normal Base Kodiak working days/hours, except for Federal holidays. Work that cannot be completed by close-of-business shall be discontinued and resumed the next business day, unless approved by the KO. Services will not be scheduled to be performed on a regular Federal holiday (see below), or one designated by Presidential proclamation. Normal hours of operations for this contract are between 8:00am and 4:00 pm AST.

2025/2026 Federal Holidays
New Year's Day - 01 January*****
Martin Luther King's Birthday – 20 January / 19 January
Presidents Day – 17 February / 16 February
Memorial Day – 26 May / 25 May
Juneteenth National Independence Day – 19 June
Independence Day - 04 July*****
Labor Day – 01 September / 07 September
Columbus Day – 13 October / 12 October
Veterans Day - 11 November*****
Thanksgiving Day – 27 November / 26 November
Christmas Day - 25 December*****
*The holiday is observed on the preceding Friday or the following Monday when the holiday occurs on Saturday or Sunday, respectively.

4. CONTRACTOR PERSONNEL

All Contractor personnel performing work under this Performance Work Statement (PWS) shall be qualified via training and experience, commensurate with the duties being fulfilled, to the minimum requirements under relevant 29 CFR-OSHA, 40 CFR-EPA, 49 CFR-DOT, EM 385 standards, Alaska Administrative Code (18 AAC 62) and updates thereto. The Contractor shall be responsible for all initial and refresher training required of Contractor personnel and it shall be completed in the appropriate timeframes. Upon request by the USG, the Contractor shall provide proof that these trainings were completed.

5. SEGREGATION OF WASTE

All items collected on this contract must be segregated according to the current EPA Hazardous Waste Compatibility Chart and kept physically separate from any containers not associated with this contract until the initial TSDF is reached. The items must be so marked, that they are readily linked to this contract throughout this performance period. The Contractor may not bring other waste onsite if conducting separate contract actions in conjunction with this TO.

6. LOADING

6.1 It is the Government's responsibility to ensure that the waste being removed is readily accessible for loading by the Contractor at the time of removal. Accessible is defined in this Section as unobstructed and not requiring the movement of other containers or objects that are not scheduled for removal on the subject TO to gain access to the waste that is scheduled for removal. The USG will aid the Contractor/Subcontractor with loading during normal hours of operation if the appropriate personnel and/or equipment are available for use and the assistance is otherwise appropriate. An offer of assistance, if accepted by the USG, will be limited to initial placement or "tailgate" of the item(s) on conveyance

furnished by the Contractor. The initial placement will be as determined by the USG, after consultation with the Contractor, if necessary. Only USG employees and other authorized USG equipment operators shall operate equipment used pursuant to this paragraph. By requesting loading assistance of conveyance furnished by the Contractor, the Contractor agrees to indemnify and hold harmless the USG for any damage, incidental or otherwise, to the conveyance by the USG.

6.2 At the Government's option, the use of USG scales will be allowed. When onsite USG scales are available; weights must be agreed upon by both the Contractor and the USG before removal. When offsite commercial scales must be used, a **certified weight ticket** will be provided to the COR as stated above and shall be the basis for payment to the Contractor.

7. TASK ORDER (TO) ADJUSTMENTS

7.1 All TO weights and/or volumes are estimated. The Contractor can expect that the TO weights and/or volumes will require adjustment upward or downward as removals take place and the actual weights/volumes being removed are determined. Therefore, the USG has the unilateral right to increase or decrease the TO weight/volume in those cases where the USG has underestimated or overestimated the weight/volume ordered for removal, allowing the Contractor to complete the performance.

7.2 In cases of adjustments resulting in a decreased weight/volume, these decreases are not subject to FAR 52.212-4, termination for convenience coverage. In addition, it is agreed that it is acceptable for the USG to issue TO modifications unilaterally for quantity changes, noun description changes, CLIN changes, adding/deleting lines, extending TO end dates, etc. The Contractor will be paid for the actual items and quantities removed per the awarded contract price schedule. If upon receipt of a unilateral TO modification and the Contractor does not agree with the USG's change(s), the Contractor reserves the right to seek resolution through the KO. These modifications pertain only to issued TOs, and no changes will be made to the terms and conditions of the contract.

8. RETURN OF SHIPPING DOCUMENTATION

8.1 At the time of removal, the Contractor shall provide the Generator/USG Representative with a complete and accurate, transporter-signed copy of each manifest that is used for the waste removal. If the Generator/USG Representative is not present at the time of removal, the Contractor shall provide the COR with a copy of the manifest(s).

8.2 The use of transfer facilities is authorized during transit of waste to the designated facility. A transfer facility is any transportation related facility including loading docks, parking areas, storage areas and other similar areas where shipments of hazardous waste are held during the normal course of transportation, per 40 CFR § 260.10. The Contractor will ensure that the 10-day holding time is not exceeded at any transfer facility.

8.3 If within 30 days from the removal date, the waste has not yet been received at the designated TSDF, the Contractor shall notify the COR of the current physical location of the waste. Within 45 days from the removal date, the Contractor shall provide the COR with a facility-signed electronic copy of each manifest via email. If multiple transporters were used during transit, the Contractor shall also provide the COR with a Uniform Hazardous or Non-Hazardous Waste Manifest Continuation Sheet, as applicable, with additional transporter signatures as necessary.

8.4 If the Contractor is unable to deliver the waste to the designated or alternate facility identified on the manifest(s) per 40 CFR § 263.21(a), the COR and Generator will be contacted for disposition and manifest revision instructions per 40 CFR § 263.21(b). The Contractor shall make reasonable attempts to deliver the waste to a qualified alternate facility rather than returning the waste to the Generator. In the

event of rejected shipments, or where the shipment is undeliverable, the Contractor shall provide the Generator with a written narrative of the incident, including details of all attempts to provide delivery to a qualified TSDF. If the manifest copy cannot be provided within 45 days from the date of removal, the Contractor shall notify the generator and COR electronically with the current location of the manifested materials and the expected date of return for the manifests.

9. CERTIFICATES OF DISPOSAL, DESTRUCTION, & RECYCLING

Certificates of Disposal/Destruction (CD) or Recycling for any/all items are required. Some facilities issue CDs or Certificates of Recycling that, in essence, state the waste "will be" versus "has been" recycled, disposed, or destroyed IAW applicable regulations. Such certificates will be authorized under this Section, but only when issued and certified by the final recycling or disposal facility.
CDs and Certificates of Recycling shall be provided to the Generator and the COR within 30 days after disposal, destruction, or recycling occurs. The Contractor will not be authorized payment until all required Certificates of Disposal/Destruction (CD) or Recycling are received by the COR and Generator.

10. GOVERNMENT PROVIDED SERVICES OR EQUIPMENT

- All material pre-packaged in DOT compliant containers
- Pallet jack as needed
- Parking for temporary placement of a shipping container up to 40 feet long
- Signatory as the generator for any shipping documents

11. CONTAINERS AND WEIGHTS

Waste consists of eighty-four (84) supersacks (not on pallets) of Chemguard 3% AFFF contaminated soil, located at the Coast Guard Fire Department (Lat/Long: 57.748100, -152.494388), SDS attached.

MATERIAL SAFETY DATA SHEET

CHEMGUARD 3% AFFF C-303

Revision Date: 1/25/2006

1. PRODUCT IDENTIFICATION

Chemical Family: Surfactant mixture; fire fighting foam concentrate
Aqueous Film Forming Foam

Product name: Chemguard 3% AFFF C-303

Manufacturer: Chemguard, Inc.
204 South 6th Ave.
Mansfield, TX 76063
emergency phone: 817-473-9964

2. COMPOSITION / INFORMATION ON INGREDIENTS

		ACGIH/PPM		OSHA/PPM	
CAS NO.	Common Name	TWA	STEL	PEL	% by wt
7732-18-5	water				85% - 90%
57018-52-7	propylene glycol t-butyl ether	not established			2% - 4%
7487-88-9	magnesium sulfate	N/A	N/A	N/A	1% - 2%
proprietary mixture	proprietary hydrocarbon surfactant	N/A	N/A	N/A	proprietary
proprietary mixture	proprietary fluorosurfactant	N/A	N/A	N/A	proprietary

3. HAZARDS IDENTIFICATION

Routes of entry: Dermal, inhalation and ingestion
Potential Health Effects: May cause skin and eye irritation.

Carcinogenicity: Not a carcinogen.

4. FIRST AID MEASURES

Ingestion: Do not induce vomiting. Call a physician.
Inhalation: Remove to fresh air.
Skin: Rinse with water. Wash with soap and water. Contaminated clothing should be washed before re-use.
Eyes: Rinse with water. Call a physician.

5. FIRE FIGHTING MEASURES

Flash Point:	>150°F
Flammable Limits in air (lower % by volume):	not evaluated
Flammable Limits in air (upper % by volume):	not evaluated
Auto-ignition Temperature:	not evaluated

General Hazards: None known.
Fire Fighting Equipment: Self contained breathing apparatus
Fire Extinguishing Media: Water, Foam, Carbon Dioxide, Dry Chemical, Halon
Fire and Explosion Hazards: Decomposition products may be toxic.
Hazardous Combustion Products: oxides of nitrogen, sulfur and carbon

6. ACCIDENTAL RELEASE

Contain spills. Vacuum or pump into storage containers, absorb smaller quantities with absorbent materials, and dispose of properly. Washing area with water will create large amounts of foam.

Dispose of released and contained material in accordance with local, state, and federal regulations. Release to local waste treatment plant only with permission.

7. HANDLING AND STORAGE

Store in original container, or appropriate end-use device. Store at temperatures of 35 - 120 degrees F. If the material freezes, it may be thawed without loss of performance.

8. EXPOSURE CONTROLS, PERSONAL PROTECTION

Eye Protection: Wear side-shield safety glasses.
Skin Protection: Wear latex gloves.
Respiratory Protection: Use organic vapor respirator if needed.

9. PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point:	205° - 212°F
Melting Point:	30° F
Specific Gravity:	1.012 g/ml
Vapor Pressure (mm Hg):	N/A
pH	7.0 - 8.5
Flash Point (PMCC):	>150°F
Vapor Density (air = 1)	N/A
Solubility in water:	100%
Appearance:	clear amber liquid
Odor:	slight solvent odor

10. STABILITY AND REACTIVITY

Stability: Stable
Incompatibility: Strong oxidizers
Hazardous Polymerization: Will not occur.
Decomposition Products: Oxides of nitrogen, sulfur, carbon.

11. TOXICOLOGICAL INFORMATION

Eye Irritation: (Rabbits) mild irritant
Skin Irritation: (Rabbits) minimal irritant

Inhalation Toxicity:	not evaluated
Sensitization:	not evaluated
Teratology:	not evaluated
Mutagenicity:	not evaluated
Reproduction:	not evaluated
Acute Oral Effects (Rats):	not evaluated

12. ECOLOGICAL INFORMATION

	CONCENTRATE	SOLUTION (AS USED)
Chemical Oxygen Demand:	210,000 mg/l	6,300 mg/l
Biological Oxygen Demand (20 day):	79,800 mg/l	2,394 mg/l
Biodegradability (B.O.D./C.O.D.)	38%	38%
Total Organic Carbon:	33,600 mg/l	1008 mg/l
LC50 (96 hour pimephales promelas)	233 ppm	7767 ppm
LC50 (48 hour, daphnia magna)	1110 ppm	37,000 ppm

13. DISPOSAL CONSIDERATIONS

Dispose in accordance with local, state, and federal regulations. Discharge to waste treatment plants only with permission. Anti-foam agents may be used to reduce foaming in waste streams.

14. TRANSPORTATION INFORMATION

Department of Transportation proper shipping name: not regulatec

15. REGULATORY INFORMATION

All ingredients are on the TSCA inventory.
No components are reportable under SARA Title III, sec. 313
No components are priority pollutants listed under the U.S. Clean Water Act Section 307 (2)(1) Priority Pollutant List (40 CFR 401.15).
No components are reportable under **CERCLA**.

16. OTHER INFORMATION

NFPA Hazard Ratings		**HMIS Identification System**
1	Health Hazard Rating	1
1	Flammability Rating	1
0	Instability/Reactivity Rating	0

CHANGE LOG:

Revision 2 - Revision date changed.