

PERFORMANCE WORK STATEMENT (PWS)

TYAD Nitrogen Plant, Emergency, and On-call Repair

PART 1

GENERAL INFORMATION

1. **GENERAL:** This is a non-personnel services contract to provide evaluation, repair service and maintenance on the Nitrogen Plant located at Tobyhanna Army Depot. The Government shall not exercise any supervision or control over the contract services providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

Description of Services/Introduction The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform: Bi-Monthly Preventive Maintenance and repairs when needed.

- 1.1. Objectives: Basic objectives of this service contract include:

- Ensure both Nitrogen plants are adequately maintained in order to prevent failures.
- Return any damaged or failing equipment to service as quickly and efficiently as possible.
- Maintain all equipment so that they can be relied upon to function to manufacture specifications when in use.

- 1.2. Equipment:

- Assigned #-Locations Type of Equipment
 - (1) Building 1B East-side, inside of the fenced in area Nitrogen Plant
 - (2) Building 1C East-side, inside of the fenced in area Nitrogen Plant
- Units may be added to this equipment list at an added cost to the government.
- Units may also be deleted from equipment list due to new construction, change in work load, construction demolition, etc. This shall require the contractor to make a reduction adjustment to the bi-monthly maintenance cost and approved by the government.

Scope: The contractor shall provide service and maintenance for all components of the two Nitrogen Plant listed under Section 1.2 of this performance work statement. Services include:

- Bi-Monthly Preventative Maintenance
- Emergency and Remedial Service Calls
- Refurbishments

- 1.3. Period of Performance: The period of performance shall be for one (1) Base Year of 12 months and two (2) 12-month option years. These option years shall be exercised at the convenience of the government and are not guaranteed.

- 1.4. General Information

- 1.4.1. Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

- 1.4.2. Quality Control: Quality control shall be the responsibility of the contractor. The contractor shall meet all federal and Tobyhanna Army Depot safety standards at all times. The contractor shall meet all U.S. Army and Federal quality and workmanship standards. The contractor shall install/repair and maintain all nitrogen plants in according with manufacturer specifications.

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1.4.3. Rejection of work: Indication of lack of quality workmanship on the part of the contractor shall be sufficient grounds for the government to reject installed work and to require its immediate removal and complete reinstallation at no additional cost to the government.

1.4.4. Recognized Holidays: The contractor shall be required to respond to emergency repair requests during the following federal holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.4.5. Hours of Operation: **Normal business hours** are between the hours of **0730 and 1600** Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

1.4.6. Contractor Operations: Contractor may be required to perform work on off hours and/or weekends. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.5. Coordination: All work shall be scheduled so as to provide minimum interference with Tobyhanna Army Depot operations. The contractor shall coordinate all scheduled work with the COR prior to the commencement of work and at the convenience of the government.

1.6. Place of Performance: The work to be performed under this contract will be performed at government-owned facilities of Tobyhanna Army Depot.

1.7. Type of Contract: CLIN 0001 – Firm Fixed Price (FFP) for Bi-Monthly Maintenance. CLIN 0002 – Time and Materials (T&M) – Emergency Repairs. CLIN 0003 – Unpriced Order - Pump Refurbishment.

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PART 2

DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

- 2.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.
- 2.1.2. **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.
- 2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
- 2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.
- 2.1.5. **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.
- 2.1.6. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.
- 2.1.7. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.
- 2.1.8. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- 2.1.9. **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.
- 2.1.10. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- 2.1.11. **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.
- 2.1.12. **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.
- 2.1.13. **WORK WEEK.** Monday through Friday, unless specified otherwise.

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2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
JHA	Job Hazard Analysis
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OSHA	Occupational Health and Safety Administration
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit
VPP	Voluntary Protection Program

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PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

- 3.1. Facilities: During the construction period the contractor shall have limited use of the premises for the performance of his construction operations, including use of the site. The contractor's use of the premises is confined to those areas where work is to be performed.
- 3.2. Keep driveways and entrances that service the premises clear and available to occupants at all times. Do not use these areas for parking or the storage of materials.
- 3.3. Owner Occupancy. The employees of each building will occupy all work areas during normal business hours. The contractor shall cooperate with the occupants to minimize conflicts and facilitate usage. The contractor shall perform work so as to not interfere with the occupant's use.
- 3.4. Utilities: All utilities in the facility will be available for the contractor's use in performance of tasks outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

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PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. **CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

- 4.1. General: The Contractor shall furnish all supplies, equipment and services required to perform work under this contract that are not listed under Section 3 of this PWS.
- 4.2. Materials: The Contractor shall furnish all materials and supplies necessary to meet the requirements under this PWS.
- 4.3. Equipment. The Contractor shall furnish all necessary equipment necessary to meet the requirements under this PWS. This includes, but is not limited to, forklifts, jacks, personnel lifts, ladders, test equipment, hand tools, power tools and safety devices.

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PART 5

SPECIFIC TASKS

5. Requirements:

5.1. Deliverables: Contractor shall provide the following:

- a. In order to gain an understanding of the project, it is recommended that potential bidders attend the scheduled site visit. In order to obtain any desired measurements and other possible related issues.

5.2. Performance objectives: Contractor shall make all repairs according to manufacturer's recommendations and specific requirements.

5.3. Task Heading:

5.3.1. CLINs 0001, 0004 and 0006 - Preventative Maintenance

5.3.1.1. The contractor will provide Bi-monthly preventative maintenances (scheduled at the convenience of the government) consisting of Grease motors, Lubricate motor bearings through grease fittings, Lubricate drive assembly (warm end) change belts, Reverse motor rotation, visual inspection, de-icing of lines, safety Check of the entire System for leaks using electronic detector. This includes the piping, pumps, vaporizers, Manifolds and all connection points.

5.3.1.2. The contractor shall provide Bi-Monthly Check, replace or recondition as needed to All Gauges, Telemetry System, Tescon line regulator, "O" rings on the CPV connections of the high pressure manifolds, All control systems for the pumping station, Replace or recondition (by Manufacturer recommendations) every, Pump and Motor, High Pressure unloader Valves, Relief valves, Check Valves, Pump shock absorbers, Paint tubes and pump platform

5.3.1.3. The contractor shall submit a preventative maintenance report detailing all procedures completed to the COR within 48 hours of the completion of the preventative maintenance.

5.3.2. CLINs 0002, 0005 and 0007 - Emergency and Remedial Service Calls

5.3.2.1. The contractor agrees to provide emergency service 24 hours a day, seven days a week, and all government holidays inclusive.

5.3.2.2. The contractor shall provide non-emergency remedial service calls repairs during normal operating hours unless otherwise approved by COR.

5.3.2.3. The contractor shall respond on site within 24 hrs. for normal working hours remedial repairs.

5.3.2.4. The contractor shall respond on site within 3 hours of notification of an emergency situation.

5.3.2.5. The Contractor shall be responsible for any repairs/deicing of nitrogen lines at various locations.

5.3.2.6. The contractor will furnish name and telephone number of the technician to be contacted in case of emergency repair need for malfunctioning or non-functioning of equipment listed.

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- 5.3.2.7. The contractor will make every effort to restore the equipment to its normal operation in the shortest possible time. The COR shall be notified of the estimated time required to restore service after an initial visit has been made by the Contractor's Service Technician.
- 5.3.2.8. The contractor will prepare an Emergency or Remedial Service Report and will indicate the nature of their service call, response time, a detailed description of the correction applied, and the amount of time required to restore the equipment.
- 5.3.2.9. The contractor will maintain the systems in satisfactory continuous operation. When replacement parts are required, the contractor will use (with government approval) "State of the Art" components that are compatible with the damaged equipment.
- 5.3.2.10. The contractor shall provide a quote for services and repairs that requires approval from the COR prior to commencement of any emergency/remedial repair work.

5.4. CLIN 0003 – Replacement/Refurbishment of P2K pumps

- 5.4.1. During the Base year, at a onetime occurrence the contractor shall repair two P2K pumps to **manufacture specifications** within **60 days** of the awarded contract (with government approval).
- 5.4.2. The contractor shall submit a cost estimate/quote to the Government COR, which shall include the cost of materials and labor of the repair.
- 5.4.3. The contractor requires approval from the COR prior to commencement of any refurbishment.

5.5. Miscellaneous:

- 5.5.1. Contractor shall commence work after receipt of Notice to Proceed and shall be scheduled at the convenience of the government upon notification of service call.
 - 5.5.2. All work by the contractor will be performed by qualified service personnel using authorized parts and material, or government approved equal.
 - 5.5.3. In the event the system is not made operational on the day of service, the contractor will return the following duty day thereafter until the system is in operational condition.
 - 5.5.4. Upon completion of each visit the contractor will have the COR or designed representative sign the Preventative Maintenance, Emergency Repair, or Remedial Repair Report with the condition of all equipment repaired.
- 5.6.1. The COR for this contract will be Mr. Matthew Balut, Tel : (272) 219-8001.

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PART 6

ENVIRONMENTAL REQUIREMENTS

**Standard Specifications for Projects under the National
Environmental Policy Act in Accordance with 32 CFR
651 Proponent ELTY-RKE**

*******Spill Procedures 1-2-3*******

- 1. Stop work**
- 2. Call 911 (depot phone)**
- 3. Evacuate Area**

*******Damaged Asbestos?*******

**Call Environmental Management
Division (EMD) at 615-7098**

*******Environmental Questions?*******

Call EMD 615-7090

1. Air Pollution Control

The contractor must control fugitive emissions, including dust, during the course of their contract. The contractor must obtain approval from the Environmental Branch (EB) prior to exhausting equipment to the outside. The contractor must not allow any pollutant or particulate matter to be released to the atmosphere at levels that are visible from outside of Tobyhanna Army Depot (TYAD). The contractor must not perform work that will release pollutants or particulate matter to the atmosphere when the wind speed exceeds ten miles per hour and will result in adverse effects to the surrounding areas. TYAD will monitor the wind speed; it is the contractor's responsibility to obtain wind speed information through the Contracting Officer Representative (COR).

2. Asbestos

The contractor must ensure that all materials used in the performance of this contract are asbestos-free.

Unless specified in the contract, the contractor must not disturb any existing Asbestos-Containing Material (ACM) in the performance of this contract. If ACM, or suspect ACM might be disturbed in performance of this contract, the contractor must avoid coming in contact with the material and immediately notify the COR and the Contract Administrator in writing. The COR must coordinate with EB to have the material tested to determine if there is ACM. If the material is determined to be ACM and the contractor cannot avoid disturbing the material, the COR will notify the Contracting Officer. The Contracting Officer will direct a change pursuant to the contract clauses entitled "Changes" and "Differing Site Conditions." If ACM, or suspect ACM has been disturbed, the contractor must immediately notify the COR and call the EB. The contractor will shut down and not move any equipment or supplies near the damaged ACM. The contractor will evacuate all non-contaminated contractor personnel from the immediate vicinity. Any contractor personnel thought to be contaminated with asbestos must remain in the area until the EB responds. If the damaged material is determined to be ACM and there is potential for further damage, the Contracting Officer will direct a change pursuant to the clauses of the contract clauses entitled "Changes" and "Differing Site Conditions."

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Asbestos abatement required under the contract as originally awarded must be in accordance with United Facilities Guide Specification 02 83 14 00 10 and as otherwise required in the contract. Asbestos abatement not required under the contract as originally awarded, can be incorporated into the existing contract via contract modification, or by the Government taking responsibility for the asbestos abatement. The method of acquiring the abatement is at the discretion of the Government. The contractor must have an asbestos abatement work plan that has been approved by EB prior to beginning any asbestos abatement work.

3. Backflow

The contractor shall have a backflow prevention device installed on all contractor equipment that is connected to Tobyhanna Army Depot's (TYAD) water distribution system. The contractor shall have a water meter installed to monitor water consumption during all phases of the contract. Water use will be reported monthly to the Environmental Branch.

4. Burning

The contractor must not burn refuse and debris anywhere on TYAD.

5. Buy Recycled-Content Materials

The Contractor must comply with Resource Conservation and Recovery Act (RCRA) Section 6002 (42 U.S.C. 6962, Federal Procurement) in the acquisition of materials with recycled content to meet the standards of Executive Order 13693, Planning for Federal Sustainability in the Next Decade; March 19, 2015. Specific designated items in this contract for which recycled content standards have been established have been set forth in the specification (e.g., insulation, roofing materials, carpet, carpet pad, paint, floor tiles, shower and restroom dividers). Recovered Material Certification: As required by the RCRA, the contractor must certify that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications (see Federal Acquisition Regulation (FAR) Provision 52.223-4, Recovered Material Certification). Prior to application for final payment, the contractor must provide a report in accordance with FAR Clause 52.223-9, Estimate of Percentage of Recovered Material Content for Environmental Protection Agency (EPA) Designated Items, to the Contracting Office. Compliance with this program does not relieve the contractor from meeting all other specification requirements.

6. Cultural Resources

The contractor must not adversely affect any property listed on the National Register of Historic Places (NRHP) or properties eligible for inclusion on the NRHP without consultation and approval from the EB through the COR. If there is a discovery of any historic properties, including archeological sites and graveyards, work will cease immediately until requirements of National Historic Preservation Act, as amended, have been met. All archaeological artifacts found at TYAD or TYAD-controlled properties are U. S. Government property until a determination is made otherwise.

7. Demolition Notification

If a project involves the demolition of any load-bearing structural members, whether or not asbestos is present, 25 days prior to the demolition, the Commonwealth of Pennsylvania Asbestos Abatement and Demolition/Renovation Notification Form 2700-FM-BAQ0021 must be submitted to EB as specified in the Unified Facilities Guide Specification 02 82 13.00 10. The contractor may obtain a copy of the form from the EB.

8. Drinking Water

The contractor must not perform any work on the TYAD potable water system prior to obtaining approval from the EB and the Installation Planning and Maintenance Division certified operator through the COR. If a permit is required due to construction or proposed chemical feed changes, it will be the responsibility of the contractor to obtain all permits associated with the project. Permit applications will first be reviewed and approved by the Environmental Branch before being submitted to regulatory authorities. Any piping or additions added to the TYAD water system must be

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disinfected following [American Water Works Association circular C651-14 "Disinfecting Water Mains."](#) Construction will be kept outside of drinking water wellhead protection zones when feasible. All new buildings and remodeled buildings will be equipped with a water meter that can easily be read from the exterior of the building.

9. Endangered Species

The contractor is responsible for meeting requirements of the [Endangered Species Act of 1973](#). The contractor must not disturb any endangered species, their habitat or offspring during the implementation of this contract.

10. Emergency/Spills

All emergencies and spills must be reported to the TYAD Fire Department by calling 911 from a TYAD phone or (570) 615-7300. If a 911 call is placed on a cell phone, the call will go to the Monroe County Emergency Office. Notify the Monroe County Emergency Office that you are at TYAD and the call will be forwarded to TYADs Fire Department. The contractor must ensure all personnel working on site are trained in the proper procedure according to [29 CFR 1910.120](#) (if applicable) to initiate a spill response to handle the hazardous substances they are working with. The contractor will take the necessary actions to prevent and contain spills of hazardous materials.

11. Energy Efficiency

[The Energy Policy Act of 2005](#) section 109 and the Energy Independence and Security Act of 2007 require all new construction at federal facilities to be 30% better than ASHRAE 90.1. [Energy Policy Act of 2005](#) section 104 and the [Energy Independence and Security Act of 2007](#) require all new equipment to be Energy Star qualified when available. This is applicable to heating, ventilation and air conditioning equipment, plumbing, building materials, lighting, commercial food service equipment and appliances.

12. Environmental Automation and Control Systems

The contractor will not alter, modify, remove or tamper with any environmental automation or control system unless previous arrangement have been made with EB. This includes sensors, programmable logic controllers, equipment housing, power supplies, meters or other hardware/sensor technology.

13. Erosion and Sedimentation Control

The contractor shall protect streams, lakes and wetlands from sediment discharges caused by the contractor's activities. The contractor shall also provide (where applicable) an erosion and sedimentation control plan in compliance with state and local laws and regulations, to the COR for approval prior to executing any soil-disturbing activities. The contractor must submit a National Pollutant Discharge Elimination System Permit to the Pennsylvania Department of Environmental Protection (PADEP) prior to any construction activity that encompasses more than one acre. All permits must be reviewed and approved by the EB prior to being sent to any regulatory authority. The contractor shall not disturb any wetlands. Contractor will remove all silt fencing and other temporary control measures once the site is stabilized. Contractor will remove all spoils from TYAD unless a previously approved disposal site has been established.

The contract COR will be responsible for management and control of the spoils disposal site.

14. Fluorescent and Mercury-Bearing Lamps

The contractor is to collect, containerize, manage and recycle fluorescent and mercury-bearing lamps in accordance with [40 CFR 273](#), Standards for Universal Waste Management. A copy of the manifest/Bill of Lading must be given to the EB through the COR five days in advance of shipment by the contractor so that it can be reviewed for accuracy and completeness. The contractor must install low mercury bulbs when available.

15. Hazardous Materials Stored and Labeled

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The contractor must ensure all hazardous materials (HM) at the work site are properly stored and labeled. The contractor must not leave any HM behind at the completion of the job for any reason. HM must not be stored outside without adequate secondary containment and shelter.

16. Hazardous Waste

The contractor must ensure that all hazardous wastes (HW) at the work site are properly stored and labeled in a pre-approved location designated by the EB. The contractor must provide copies of any shipping documents for HW/Universal Waste/Toxic Substances Control Act waste. If the TYAD EPA number is being used for shipping purposes, only EB is authorized to sign a manifest and the manifest (or copy) must be supplied prior to the day of shipment for review.

The EB will keep originals. If HW or waste requiring special handling (e.g., asbestos) is being turned over to the government for disposal, the contractor must notify the EB through the COR when the waste is ready to be moved.

17. ISO 14001

TYAD is an ISO 14001 certified facility. All contractor and subcontractor employees on site must comply with TYAD Regulation 200-5, "Environmental Management System (EMS)." The contractor may obtain these regulations through the project COR.

18. Limit of Disturbance

The contractor must confine the limit of disturbance of the project to the smallest area possible.

19. Mercury-Bearing Equipment

The contractor must not install any equipment, switches, or devices (including thermostats) that contain mercury or lead.

20. Safety Data Sheets (SDSs)

The contractor must submit SDSs for all hazardous materials proposed for use, including paints, solvents, adhesives, etc., to the EB through the COR five working days prior to material being brought on post. The contractor must keep a copy of all SDSs required for the project at the jobsite.

21. Migratory Bird Protection

The contractor is responsible for meeting requirements of the [Migratory Bird Treaty Act of 1918](#) (as amended). The contractor must not disturb any migratory bird, their nesting area or offspring during the implementation of this contract.

22. National Pollutant Discharge Elimination System (NPDES) Permits

The contractor must not perform any work on existing NPDES structures or treatment units unless previously approved in writing by the Installation Planning and Maintenance Division certified operators and the Environmental Branch. This includes work within the sewage treatment plant, sewage lift stations, sewage conveyance pipes, Industrial Operations Facility pretreatment plant, and storm water sewer systems. If a permit is required, it will be the responsibility of the contractor to obtain all permits prior to work being performed. All permit application packages must first be reviewed by the Environmental Branch prior to being sent to any regulatory authority.

23. Net Zero Water

The contractor will minimize the use of potable water during the construction project. Water used during the construction project will be monitored and measured using portable water meters if possible. Installed restroom equipment will consist of high-efficiency fixtures that use reduced volumes of water. Employ strategies that in aggregate use 20% less water than the water use baseline calculated for the building after meeting the Energy Policy Act of 1992 fixture performance requirements. Automatic hands-free flushometers will not be used. Water-free urinals will not be used. Flushometers will be the piston variety that fail in the closed position.

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New building construction and renovations will include installation of a water meter that is capable of being read from the outside of the building.

24. Noise

The contractor must not allow the noise level to exceed 65 decibels at any point outside TYAD property. If noise levels exceed 65 decibels, a plan must be prepared by the contractor to mitigate the noise levels and submit to the EB for approval through the COR. The contractor will monitor the fence line to confirm this limit.

25. Ozone Depleting Substances (ODS)

The contractor must be responsible for ensuring that all personnel who perform maintenance and repair activities on refrigeration equipment have been trained and certified by an EPA-approved [Section 608 program](#). The contractor must not use Class I or Class II ODS or install equipment that contains Class I or II ODS.

25. Paints

The contractor must not use paints containing zinc chromate or strontium chromate pigments and paints containing lead in excess of 0.06 percent by weight of the total nonvolatile content (calculated as lead metal).

26. Pest Management

At no time during the execution of this contract must the contractor provide a food source or harborage for any pests. The contractor must coordinate through the COR to the EB prior to application any pesticide usage. Pesticides are required to be approved by the EB. The contractor must report all usage of pesticides through the COR to the EB. After completion of the contract, the contractor must ensure there is no passage for pests to enter facilities or structures related to work performed by the contractor.

27. Polychlorinated Biphenyls (PCBs)

The contractor must not bring items containing PCBs onto TYAD. Light ballasts that are clearly marked "Contains no PCBs," or that are marked with a manufacture date after 1978 must be disposed of by the contractor as construction demolition debris. Any light ballast that is not marked as containing no PCBs that has a manufacture date prior to 1978, or that cannot be determined whether it contains PCBs, must be disposed of by the contractor at an approved and licensed facility for PCBs. The contractor must submit a shipping manifest and certificate of disposal of the PCB-containing items to the EB through the COR.

28. Recycling

The contractor must comply with TYADs general recycling plan for recyclable materials such as aluminum, steel, cardboard, paper, plastic and wood. The contractor should contact the EB for additional information on the recycling of materials through the COR. The COR will coordinate with EB to have the contractor recycle metals, cardboard, etc., through TYADs recycling program. All Construction and Demolition (C&D) material transferred from a construction project into the TYAD recycling program must be segregated and material type and weights submitted to the project COR for consolidation. Any material entering the TYAD recycling program that is not documented and properly reported will be absorbed into the TYAD recycling program and not count towards the C&D requirement of the project. Clean wood shall be recycled by the contractor off TYAD property.

29. Refuse and Construction Demolition Debris Removal and Disposal

During the performance of all construction, renovation and demolition projects, a minimum of 60 percent of all non-hazardous construction demolition debris shall be diverted from the landfill for reuse or recycling. The contractor shall provide written certification to the COR of the type and tonnage of debris reused or recycled from the contract. All refuse and the construction demolition debris not recovered for reuse or recycling shall be disposed of at a PADEP permitted and Monroe County

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Municipal Waste Management Authority authorized facility. The contractor shall comply with the Monroe County Solid Waste Management Plan and PA Act 90, including all licensing requirements. Monroe County has specific landfills that is must be transported to per Monroe County guidance which is available on the county website (<http://www.thewasteauthority.com>) and any contractors can call the Monroe County Municipal Waste Management Authority at (570) 643-6100. The contractor shall provide a disposal certificate or landfill weight slip to the COR for all solid waste disposed of during the performance of this contract. The COR will then provide copies of the disposal certificate or landfill weight slips with the quarterly consolidated C&D report from The Installation Planning and Maintenance Division to EB.

30. Removal Materials

The contractor must remove from the site prior to the acceptance of work by the Government, all materials not identified to remain in place, including excess paints, building materials and equipment purchased by the contractor for the execution of this project.

31. Site Preservation and Restoration

The contractor must ensure that the land resources associated under this contract be preserved in their present condition, or be restored to a like condition after completion of construction. This post construction appearance will appear to be natural and not detract from the appearance of the project.

32. Trees and Shrubs Protection

The contractor must be responsible for the protection of all trees and shrubs on site. The contractor must not allow any heavy equipment, vehicular traffic or stockpiling of materials within ten feet from the drip line of any tree. The contractor must not allow any toxic materials to be stored within 100 feet (35.5 meters) of the drip line of any tree. The contractor must not nail protective devices, signs, utility boxes or other objects to trees to be retained on the site.

33. Unexploded Ordnance (UXO)

All work that is done in the UXO area must include the support and clearance by a UXO technician. In addition, all personnel entering the UXO area must have UXO recognition training. The COR will escort the contractor to the EB for UXO recognition training. The COR will provide a map of the UXO area to the contractor.

34. Water Quality

The contractor shall not pollute streams, lakes or reservoirs. All work under this contract shall be performed in such a manner that pollution will not be created in streams, surface waters or underground water located within, or adjacent to the project area. The contractor shall not spill, emit, dump or otherwise discharge any hazardous, toxic, harmful or unauthorized pollutant, substance or material, including petroleum products, cleaning agents or paints, onto the ground, into the air or into any waters or nearby storm drain. The contractor shall execute any preventative measures required to prevent any hazardous, toxic or harmful material stored or used on the project site from entering any stormwater drain. Nothing shall be allowed to spill, emit, dump or otherwise discharge any hazardous, toxic or harmful material or pollutant into any sink, toilet, drain, utility or receptacle without written permission from the EB through the COR. The contractor shall protect streams, lakes and wetlands from sediment discharges caused by his activities.

PERFORMANCE WORK STATEMENT (PWS)

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PART 7

SAFETY REQUIREMENTS

CONTRACTOR SAFETY STANDARDS FOR TYAD

June 2018

Below are the contractor requirements for any work done on Tobyhanna Army Depot (TYAD). It is the responsibility of the contractor to enforce the below requirements. Failure to enforce safety requirements on the depot can result in termination of the contract.

Important Phone Numbers

Emergency: 911

Security: 570-615-7550

Fire Department – (Non-Emergency): 570-615-7300 Safety: 570-615-7027

Changes in this document for June 2018:

The contractor is solely responsible for jobsite safety S10.0.

Update on the red card program in S 10.0.5.

Update on confined space S 10.6.3.

Subcontractors are the responsibility of the prime contractors, S 10.10.4.

S.10.0 THE CONTRACTOR IS SOLELY RESPONSIBLE AND LIABLE FOR JOB- SITE SAFETY.

Review of the project plans and other documents by the Tobyhanna Safety Office does not constitute an acceptance of Federal responsibility or liability for the adequacy of the safety measures identified for the job or for the Contractor's compliance with OSHA rules and regulations. The Contractor remains solely responsible and liable for job-site safety at all times during the term of the contract.

Contractors shall comply with the following:

1. Tobyhanna Army depot has restrictions on the use of fossil fuels in all buildings. The contractor must follow the TYAD fossil fuel memorandum of understanding.
2. All direct construction supervision including subcontractors must have completed the OSHA 10 hour safety course for construction. These certificates must be submitted with the site safety plan BEFORE construction starts.
3. Red card program - Tobyhanna Army Depot utilizes a program to allow employees to stop an action which is considered unsafe. Employees carry small red cards that can be thrown down when the employee sees an action they consider unsafe. Work ceases until TYAD management can decide if it is safe or not. Contractors are required to comply with this. If a Tobyhanna employee presents his red card to a contractor, the contractor must stop working until the COR and the safety office can determine if there is a safety hazard or not.

S.10.1 CODE COMPLIANCE

Tobyhanna Army Depot requires full contractor compliance with all safety regulations and standards. The Contractor is responsible for maintaining, monitoring and enforcing all rules, regulations and codes, by ALL personnel working for the contractor including all subcontractors. These codes include:

- Title 29 Code of Federal Regulations-1910 (OSHA General Industry Standards)
- Title 29 Code of Federal Regulations-1926 (Construction Industry Standards)
- National Fire Protection Association Codes
- Uniform Facilities Code
- Other codes as required to maintain safety standards.

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S.10.2 JOB HAZARD ANALYSIS (JHA)

Prior to the start of work, the contractor shall prepare a JHA for each phase of work that will be done under the contract. A phase is any operations involving a certain type of work. Examples include demolition, excavation, masonry work, concrete pouring, roofing, and electrical wiring. Work done by each subcontractor is also a phase. The JHA will:

1. List the activity being performed and identify the sequence of work steps.
2. List the hazards associated with each step, and the procedures and training required to eliminate or reduce the risk to an acceptable level.

S.10.3 SAFETY PLAN

Contractors will submit a written Contractor Safety Plan prior to beginning construction. The plan must follow the guidelines in OSHA 1926.

1. Who will implement the plan, including who is responsible for safety and accident prevention.
2. A means for coordinating and controlling subcontractors and suppliers.
3. Safety training.
4. Who will investigate accidents.
5. Emergency response.
6. Job site cleanup and safe access.
7. Public safety requirements such as signs and barricades.

S.10.4 FALL PROTECTION

1. Personnel performing any work on elevated surfaces, six (6) feet or more above a lower level, shall comply with 29 CFR §§ 1926.500 through 1926.503.
2. There are no certified anchorage points or permanent guardrail systems on any TYAD roof. Most roofs of the depot are more than 20 feet high.
3. Contractors and their employees must be protected from falling off the edge of the roof, regardless of how briefly the employees are at the edge of the roof.

S.10.5 ELECTRICAL SAFETY

Follow the current Tobyhanna Army Depot standard. This standard is based on NFPA 70E.

S.10.6 DEPOT REQUIRED PERMITS/APPROVALS

Permits are required for:

1. Excavation: Contractors must utilize the PA 1 Call system and coordinate with contracting officer representative (COR) for excavations prior to any groundbreaking including digging, drilling and stake driving. See appendix L for permitting details.
2. Trenching: Contractors must obtain approval from the TYAD Safety and Occupational Health Office (SOHO) before any trenching deeper than 5 feet. The contractor must have a trenching plan and the appropriate safety equipment. The contractor is to request approval from the (SOHO) by e-mail through the contracting officer representative.
3. Confined space: Contractors must obtain approval from the TYAD Safety and Occupational Health Office (SOHO) before entering any confined space. The contractor must have a confined space plan and the appropriate safety equipment. The contractor is to request approval from the (SOHO) by e-mail through the contracting officer representative.
4. Burning/fire: Hot work permits must be obtained daily from the Fire Department.
5. Cranes: Use of cranes on the depot: See S.10.13
6. Army Radiation Permits: Non-Army agencies (including other military Services, vendors, and civilian contractors) require an Army Radiation Permit (ARP) to use, store, or possess ionizing radiation sources on TYAD (see 32 CFR 655). Non-Army applicants will apply by letter with supporting documentation to the Depot Commander. The letter should be submitted so that the Depot Commander receives the application at least 30 days before the requested start date of the permit. The ARP application will specify start and stop dates for the ARP and describe the intended use of the radioactive material.

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For sealed sources of radiation, i.e. Moisture Soil Density Gauges, the application must include a valid Nuclear Regulatory Commission (NRC) Radioactive Materials License that allows the applicant to use the source as specified in the ARP application, current leak test certificates, operator training records and calibration certificates for any equipment that may be utilized at TYAD.

For machine produced ionizing radiation sources, i.e. X-ray Equipment, the application must include the appropriate state authorization that allows the applicant to use the source as specified in the ARP application along with operator training records and calibration certificates for any equipment that may be utilized at TYAD.

ARPs will not be issued for more than 12 months at a time.

S.10.7 CONFINED SPACES

1. All Confined Spaces at TYAD are considered as Permit-Required Confined Spaces.
2. Contractors must fully comply with all OSHA regulations for Confined Space Operations, including on-site use and availability of a Confined Space Entry Permit / Checklist.
3. The contractor must request access from the TYAD SOHO before entering any confined space area. The contractor is to request approval from the SOHO through the Contracting Officer Representative (COR). The Contractor or COR will also notify the Fire and Emergency Services Branch of the Confined Space Entry.
4. Upon completion, the contractor will notify the SOHO and discuss whether any new hazards were added to the Confined Space, and will submit the completed Confined Space Entry Permit / Checklist.

S.10.8 LOCKOUT/TAGOUT PROCEDURE

1. The Contractor shall perform this work in accordance with 29 CFR § 1910.147, The Control of Hazardous Energy.
2. The Contractor shall notify the COR that a lockout/tagout system is going to be used.
3. The contractor is to request the COR to notify them if TYAD is using any lockouts/tag outs in the construction area.
4. The Contractor shall locate and identify all isolating devices.
5. The Contractor shall shut down the equipment normally.
6. The Contractor shall isolate all energy using appropriate methodology.
7. After all work is complete, the Contractor shall remove the energy isolating device and restore the equipment to service.
8. The Contractor shall notify the COR that energy is again restored.

S.10.9 PROTECTION TO THE DRINKING WATER SYSTEM

The contractor will not perform any work on the depot potable water system until prior approval is obtained from the Environmental Branch and the certified operator through the Directorate, Installation Services COR.

S.10.10 PROTECTION OF PERSONNEL

At no time is any depot employee to be put at risk to illness or injury. No construction actions are exempt from this requirement.

1. Where pedestrian and driver safety is endangered, use appropriate traffic barricades. Use anchor barricades to prevent displacement by wind. Notify the COR prior to beginning such work.
2. Where demolition is required, continuously evaluate the condition of the structure being demolished and take action to protect personnel working around the project site. No structural element will be left standing without sufficient support to prevent collapse.
3. Personal Protective Equipment for visitors: three complete sets of personal protective equipment shall be available to visitors for entry to the regulated area. Visitors shall be provided with training

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equivalent to that provided to Contractor employees in the use of Personal Protective Equipment and the site safety and health requirements.

4. Subcontractors are the responsibility of the prime contractor and must follow the same regulations the prime contractor does.

S.10.11 FIRE AND EMERGENCY SERVICES

Hot Work Permits will be issued by Fire Department upon request. HWP requests must be made at least thirty (30) minutes prior to the expected start time by contacting the fire department.

1. Contractors are required to have fully charged and operable contractor provided fire extinguisher(s) that are appropriate for the type of possible fire. Fire extinguisher shall be immediately available for inspection by the fire department upon an inspection of the work site and remain at the work site. At a minimum, a ten (10) pound class 4A: 60B: C multi-purpose dry-chemical fire extinguisher or equivalent shall be provided. Contractors shall provide an appropriate number of fire extinguishers.
2. A fire watch must be in place during the hot work and for 30 minutes after the HWP operation. Upon completion of the thirty (30) minute, post hot work fire watch, the contractor shall contact the fire department to report the work is complete.
3. The fire department will be notified when flammable or hazardous materials are used.
4. Use of a plasma torch will require special approval by the fire department.
5. Any fire, even one that is extinguished, must be reported to the fire department.
6. Ambulance services are provided at a cost to contractors. The contracted ambulance service provider will transport to the nearest hospital. Advanced Life Support, helicopter transport, etc. is all at the contractor's expense.
7. The fire department will respond to all fire, ambulance, hazmat and confined space incidents.

S.10.12 IF AN INCIDENT HAPPENS

1. Any serious injury or medical emergency:
 - a. Dial 911 and give accurate location and nature of emergency. Make sure to tell the operator that you are calling from Tobyhanna Army Depot.
 - b. Send someone to the nearest exit to assist responders.
 - c. Treat victims to the best of your ability.
 - d. Call the work order desk at 570-615-7805 if there is any blood or body fluids that must be cleaned up.
2. In the event of the smell of natural gas:
 - a. Call dial 911.
 - b. Have all personnel evacuate the area if the smell is significant.
 - c. Assist the fire company to determine the leak as appropriate.
3. In the case of a fire:
 - a. If the fire is small, use a fire extinguisher and call 911.
 - b. Otherwise, dial 911 and pull the fire alarm.
 - c. Evacuate the building.

S.10.13 CRANE LIFT OPERATIONS AT TOBYHANNA ARMY DEPOT

1. A Lift Plan for Crane Operations will be submitted to the SOHO at least five business days prior to a lift operation. It shall include:
2. A description of the operation to be performed, specific personnel assignments (Lift Director, Safety Coordinator, Operator, rigger, etc.) and signaling and any other details pertaining to activities during the lift.
3. A drawn Site Plan with specifications including work zone, support equipment locations, evacuation area, traffic control, electrical power line clearances (if applicable), lift path, surface conditions at crane location, etc.
4. Training/Certifications (scans) for crane operator and other lift-team members included in the lift operation.

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5. Equipment nomenclature and a certificate of comprehensive annual inspection records, including any deficiencies and corrective action.
6. Load chart for crane, with target capacities specific to the crane/boom configuration and lift details clearly marked.
7. Lift calculations, including rigging components and configuration.
8. Weather conditions are always part of the ongoing safety assessment and may result in rescheduling of the lift.
9. Only approved operators are allowed to operate or move the crane for any reason.

A Production Lift Plan pertains to repetitive lifts within a work project and may be outlined with one lift plan depicting the nomenclature and general capacities of the equipment to be utilized. Besides the eight items above, the plan will also include how often the crane will be used and how traffic and personnel safety will be handled.

S.10.14 APPLICATION OF ANY ODOR PRODUCING MATERIAL

Any application of any paint, epoxy, adhesive or anything else that produces an offensive odor must be coordinated with the COR before starting. This is particularly true of the construction work in a building occupied by Tobyhanna employees.

IN ANY CONFLICT BETWEEN STANDARDS, THE STRICTER OF THE TWO SHALL APPLY. IF UNSURE CONTACT THE TYAD SOHO AT 570-615-7027

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PART 8

TYAD SECURITY REQUIREMENTS

All TYAD contracts and other acquisition-related documents must ensure privacy and security controls follow the information, and that contractors and service providers protect Privacy Act information in the same way the organization adhering to the Federal Acquisition Regulations (FAR) Privacy Act provisions (Subparts 24.1 and 24.2) and include the specified contract clauses (Parts 52.224-1 and 52.224-2), as appropriate, to ensure that personal information is protected as mandated.

In addition to the changes authorized by the clause of this contract; should Force Protection Condition (FPCON) at the installation change, the Government may require changes in contractor security matters and/or processes.
appropriate COR.

Contingency Operations Plan

The Contractor shall prepare and submit a Contingency Operations Plan to the Government. The Contingency Operations Plan shall document Contractor plans and procedures to maintain support during an emergency. The Contingency Operations Plan shall include the following:

- A description of the Contractor's emergency management procedures and policy
- A description of how the Contractor will account for their employees during an emergency
- Planned temporary work locations or alternate facilities
- How the Contractor will communicate with Government during emergencies
- A list of primary and alternate Contractor CORs, each with primary and alternate telephone numbers
- Procedures for protecting Government Furnished Equipment (GFE)/Government furnished property (if any)
- Procedures for safeguarding sensitive and/or classified Government information (if applicable)

Unscheduled gate closures by the Security Police may occur at any time causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by contractor personnel are subject to search pursuant to applicable regulations. Any moving violation of any applicable motor vehicle regulation may result in the termination of the contractor employee's installation driving privileges.

The contractor's employees shall become familiar with and obey the regulations of the installation; including fire, traffic, safety and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All contractor employees shall carry proper identification with them at all times.

The contractor shall ensure compliance with all regulations and orders of the installation which may affect performance.

Antiterrorism (AT) Level I Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, and controlled access areas shall complete AT Level I awareness training prior to contract report date. This training is required for any additional or new contractor employees, who start after that period. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR within **10 calendar days** after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <http://jko.jten.mil/courses/at1/launch.html> for their training. Completion of contractor employee training will be documented on *ELTY form 583*, TYAD On-Post Training Record, or contractor

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equivalent. As applicable, contractor employees must complete annual AT awareness training as it pertains the length of the contract.

iWATCH Army Training. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH Army Program. This will consist of utilizing the tools and media products on the informational iWATCH Army website to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. The iWATCH training is available at the following website: <https://myarmyonesource.com> select Family Programs and Services, in the drop down boxes select: Go To, iWATCH Army –“See Something, Say Something”. The contractor shall notify the COR within **10 calendar days** of review of the information on the website for any new employees or subcontractor personnel to assure the *ELTY form 583* or contractor equivalent is properly documented. Completion of contractor employee training will be documented on *ELTY form 583*, TYAD On-Post Training Record or contractor equivalent.

Access and General Protection/Security Policy and Procedures. Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by TYAD Law Enforcement. Contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy.

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by the government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

A background check and approval from Tobyhanna Army Depot (TYAD) Law Enforcement is required for all contractor and subcontractor personnel prior to on-site access at TYAD. All persons seeking entrance to TYAD shall submit to and comply with all security standards and requirements in force at the time such persons are seeking entry. All contractors, regardless of resident status or citizenship, will be subject to vehicle search and intense in-processing by TYAD security personnel prior to being granted access to TYAD. This security screening process may be time consuming and access may be delayed or denied. The contractor shall ensure *ELTY Form 648-C* is completed for all contractor and subcontractor personnel requiring depot access to include warranty services. The TYAD COR will provide *ELTY Form 648-C, “Request Access to Tobyhanna Army Depot”* to the contractor/vendor at least **ten days** prior to the expected visit date for completion. The contractor/vendor shall return the completed *ELTY Form 648-C* to the TYAD COR in a timely manner so the same may be submitted to Security for processing no later than **seven days** prior to the visit. All of the required fields on the form shall be complete and accurate by the contractor/vendor for timely processing. This requirement is inclusive of on-site supervisory or managerial personnel and sub-contractor personnel that the Contractor anticipates will be performing work or visiting on-site. This security screening does not relieve the contractor of any responsibilities to conduct thorough pre-employment background checks and drug screening. Contractor workers will not be granted access to the work site until security screening is completed and access is approved. Any contractor personnel on-site who fail screening will not be permitted further access to TYAD. See “*Access and General Protection/Security Policy and Procedures*”.

Submit the completed *ELTY Forms 648-C* form(s) to the COR. Ensure contracts include the provisions that check for the possibility of and prevent undocumented workers for inclusion in contracted work related to Army missions.

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The company will ensure that its employees entering Army-controlled installations or facilities have obtained access badges and passes in accordance with facility regulations and that these badges and passes are obtained in advance so as not to delay the accomplishment of contracted services.

Common Access Card (CAC) and Information Systems/Network Access by Contractor

Workers. *[If applicable.]* Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated subcontractor employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (Army Directive 2014-05/AR 190-13); applicable installation, facility and area commander installation and facility access and local security policies and procedures (provided by Government representative); or, at OCONUS locations, in accordance with status-of-forces agreements and other theater regulations.

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

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

The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in of this section, unless otherwise approved in writing by the Contracting Officer. The company will return all issued U.S. Government Common Access Cards, installation badges, and/or access passes to the COR when the contract is completed or when a contractor employee no longer requires access to the installation or facility. Contractor personnel will obtain a vehicle pass for access to the military installation and Common Access Cards (CAC) for computer access, if applicable.

Security and privacy requirements for all Department of Defense-Tobyhanna (TYAD) information technology (IT) procurements.

Applicability: The requirements established in this document apply to all employees, contractors, and users authorized to participate in the TYAD IT procurement process. Further, the requirements established herein apply as the entire contract or order (hereafter referred to as a "contract"), or any portion thereof, includes either or both of the following:

- a. Access (Physical or Logical) to Government Information: Physical and Logical Access refers to when contractor personnel (and/or any subcontractor) are expected to have (1) routine physical access to an TYAD-controlled facility; (2) logical access to an TYAD-controlled

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information system; (3) access to government information, whether in an TYAD-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3) as per OMB M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors.

b. Operate a Federal System Containing Information: A Contractor (and/or any subcontractor) employee will operate a federal system and information technology containing data that supports the TYAD mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of “information technology” (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

Requirements: Safeguarding Information and Information Systems In accordance with the Federal Information Processing Standards Publication (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems, the Contractor (and/or any subcontractor) shall:

a. Protect Government information and information systems in order to ensure:

- Confidentiality, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information.
- Integrity, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity.
- Availability, which means ensuring timely and reliable access to and use of information.

b. Provide security for any Contractor systems, and information contained therein, connected to a TYAD network or operated by the Contractor on behalf of TYAD regardless of location. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, within sixty (60) minutes or less, bring the situation to the attention of the other party.

c. Adopt and implement policies, procedures, controls, and standards that are in effect at the time of contract solicitation and required by the TYAD Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain the TYAD Information Security Program security requirements based on the National Institute of Standards and Technology (NIST) “Framework for Improving Critical Infrastructure Cybersecurity.” The framework contains the five (5) core functions to “Identify,” “Protect,” “Detect,” “Respond (to),” and “Recover (from)” any cybersecurity event.

d. Comply with the Privacy Act requirements and with the Federal Information Security Modernization Act (FISMA) and with the OMB memo M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information, Contractor Employee Personnel Security Screenings documents, and FAR clauses as applicable and incorporated into this solicitation/contract. Personally Identifiable Information is defined as below.

Per Office of Management and Budget (OMB) Circular A-130, Personally Identifiable Information (PII) is “information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.” Examples of PII include, but are Security and Privacy Requirements for Information Technology Procurements not limited to the following: social security number, date and place of birth, mother's maiden name, biometric records, etc.

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Per TYAD, sensitive PII is PII that if released improperly could result in harm, embarrassment, inconvenience, or unfairness to the individual whose name or identity is linked to the information. Context must be accounted for in order to determine whether PII is sensitive. Some PII is always sensitive, and some is only sensitive when it is used in a particular context. For example, a list of people subscribing to a government newsletter is generally not sensitive PII; a list of people receiving treatment for substance abuse would always be considered sensitive PII.

The list below is not exhaustive. Context must be accounted for in order to determine whether PII is sensitive. The following types of information are always considered sensitive:

- Social Security Numbers (including using just the last 4 digits of the SSN)
- Date of birth
- Mother's maiden name
- Biometric identifiers (e.g., fingerprint, iris scan, voice print)
- Personal financial information, credit card and purchase card account numbers
- Citizenship and immigration status
- Criminal history • Computer access passwords and security questions
- Medical records

a. **Mandatory Training for All Contractor Staff** - All contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable TYAD Cybersecurity and Privacy Awareness training (provided upon contract award) before performing any work under this contract (this training is available to new contractors, even if they do not have a PIV card). Thereafter, the employees shall complete the TYAD Cybersecurity and Privacy Awareness training at least annually, during the life of this contract. All provided training shall be compliant with TYAD training policies. Contractor Employees Who Require Access to Government Information Systems. All contractor employees with access to a government information system must be registered in the Army Training Certification Tracking System (ATCTS) at commencement of services and must successfully complete the DOD Information Assurance (IA) Awareness prior to access to the information system and then annually thereafter.

b. **Training Records** - The contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with TYAD policy. A copy of the training records shall be provided to the COR within 30 days after contract award and annually thereafter, or upon request.

Information assurance (IA)/information technology (IT) training. All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of employment.

Information assurance (IA)/information technology (IT) certification. Per DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

Security Clearances. *[If applicable.]* Performance of work will require access to classified information or equipment IAW the DD Form 254, Contract Security Classification Specification, provided as an attachment. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the

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contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

The Contractor agrees to insert terms that conform substantially to the language of this clause, but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information. Contractor personnel performing IT sensitive duties are subject to investigative and assignment requirements IAW AR 25-2, AR 380-67, DoD 8570.0 and affiliated regulations. Army regulation available at www.apd.army.mil.

Threat Awareness and Reporting Program (TARP). *[If applicable.]* For all contractors with security clearances, per AR 381-12, TARP contractor employees must receive initial and annual TARP training by a CI Agent or other trainer as specified in 2-4b.

Contracts that Require an OPSEC Standing Operating Procedure/Plan. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will include the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure this individual becomes OPSEC Level II certified per AR 530-1.

Contracts that Require OPSEC Training. Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within **30 calendar days** of their reporting for duty. All contractor employees must complete annual OPSEC awareness training. The training is available at the following website: <http://cdsetrain.dtic.mil/opsec/index.htm> The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR within **10 calendar days** after completion of training. Completion of contractor employee training will be documented on *ELTY form 583*, TYAD On-Post Training Record or contractor equivalent.

a. Contractor personnel shall not discuss government operations in public or over unprotected or unencrypted communications. Official Business, controlled unclassified information may only be transmitted as directed in the SOW/PWS.

b. Contractor personnel shall not discuss government operations in public or over unprotected or unencrypted communications. Official Business, controlled unclassified information may only be transmitted as directed in the SOW/PWS.

c. The Contractor shall not post to company websites, publications, newsletters or other media any images, data or information that reveal sensitive government operations, personnel, equipment, and/or classified or controlled unclassified information. When in doubt, company press releases related to this contract should be coordinated through the Contracting Officer Representative (COR) or Technical Point of Contact, as applicable.

d. Because observation of events, operations, physical changes, etc. may reveal National Security information, specific restrictions are needed to preclude unintentional release of this information to unauthorized parties. (Unauthorized disclosure and transfer of National Security Information is punishable under 18 USC § 793.) Therefore, contractor personnel shall not disclose to unauthorized third parties, post to unofficial sites (including Social Networking sites) any images, data or information, or observed events that reveal sensitive government operations, personnel, equipment, including, but not limited to:

e. Tactics, techniques and procedures, production or work schedules, any visible or concealed modifications, upgrades, additions to vessels, aircraft, or weapons or equipment; increases, change, or decreases in work/deployment frequency or government personnel, vehicle, vessel or aircraft movements; specialized equipment orders, deliveries, shipments, etc., Unauthorized disclosures and attempts to solicit this type of information by unauthorized third parties or others not affiliated with this contract shall be reported to the installation Security Office, contract point of contact, and your company Facility Security Officer and/or the Defense Security

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Service. Non-Disclosure requirements remain in effect during the duration of this contract and indefinitely thereafter.

f. Government issued badges, identification shall be removed and/or concealed from plain sight when off station and shall not be left in vehicles or unprotected. Badges and passes may not be duplicated or copied or loaned to others. Lost or stolen identification badges, vehicle passes etc. will be immediately reported to the installation Security Office.

g. Practice OPSEC and implement countermeasures to protect CI and other sensitive unclassified information and execution of military operations performed or supported by the contractor in support of the mission. Protection of CI will include the adherence to and execution of countermeasures which the contractor initiates or as provided by TYAD, for CI on or related to the SOW/PWS.

h. It is strongly recommended the contractor mark and protect related internal production schedules, deliverables, inventories and shortages and identified vulnerabilities related to production of government material. Internal company markings e.g., Business Sensitive, etc., are appropriate for identifying the aforementioned as sensitive information. Specific Government-provided information, drawings etc., will be protected in accordance with guidance in applicable paragraphs of the SOW.

i. All government information must be destroyed at contract termination or returned to the government at the government's discretion.

Information Security (INFOSEC)

Contractor personnel must comply with local security requirements for entry and exit control for personnel and property at the Government leased facility or any Government facility where work is being performed.

Contractor employees will be required to comply with all Government security regulations and requirements. Initial and periodic security training and briefings will be required. Failure to comply with security requirements can cause for removal and the Contractor will not be permitted to provide service on this contract.

The Contractor shall not divulge any information about DoD files, data processing activities or functions, user identifications, passwords, or any other knowledge that may be gained, to anyone who is not authorized to have access to such information. The Contractor shall observe and comply with the security provisions in effect at the Government leased facility or any other Government facilities where work is being performed. Identification shall be worn and displayed as required.

COMSEC/IT Security. All communications with DOD organizations are subject to communications security (COMSEC) review. All telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, the contractor is advised that any time contractor place or receive a call they are subject to COMSEC procedures. The contractor shall ensure wide and frequent dissemination of the above information to all employees dealing with DOD information. The contractor shall abide by all Government regulations concerning the authorized use of the Government's computer network, including the restriction against using the network to recruit Government personnel or advertise job openings.

Safeguarding Controlled Unclassified Information (CUI)

CUI is defined as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The contractor (and/or any subcontractor) must comply with Executive Order 13556, Controlled Unclassified Information, (implemented at 32 CFR, part 2002) when handling CUI. 32 CFR 2002.4(aa) as implemented the term "handling" refers to "...any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re- using, and disposing of the information." 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

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- a. Marked appropriately;
- b. Disclosed to authorized personnel on a "Need-To-Know" basis;
- c. Protected in accordance with NIST SP 800-53, Rev. 4 Security and Privacy controls for

Federal Information Systems and Organizations applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations if handled by internal Contractor system; and

d. Returned to TYAD control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

Safeguarding Sensitive Information: For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with FISMA by securing it with a FIPS 140-2 validated solution.

Confidentiality, Integrity, Availability, and Nondisclosure of Information: Any information provided to the contractor (and/or any subcontractor) by TYAD or collected by the contractor on behalf of TYAD shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The contractor assumes responsibility for protection of the confidentiality, integrity, and availability of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the contractor. Each contractor employee or any of its subcontractors at any level to whom any TYAD records may be made available or disclosed shall be notified in writing by the contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein. The confidentiality, integrity, and availability of such information shall be protected in accordance with TYAD policies and instructions. Unauthorized disclosure of information will be subject to the TYAD sanction policies and/or governed by the following laws and regulations:

- 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
- 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
- 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).
- 18 U.S.C. 1030 The Computer Fraud and Abuse Act (CFAA)
- 44 U.S.C. 3301 Definition of Records

Government Access for Security Assessment: In addition to the Inspection Clause in the contract, the contractor (and/or any subcontractor) shall afford the Government access to the contractor's facilities, installations, operations, documentation, information systems, and personnel used in performance of this contract to the extent required to carry out a program of security assessment (to include vulnerability testing), investigation, and audit to safeguard Security and Privacy Requirements for Information Technology Procurements against threats and hazards to the confidentiality, integrity, and availability of federal data or to the protection of information systems operated on behalf of TYAD, including but are not limited to:

a. At any tier handling or accessing information, consent to and allow the Government, or an independent third party working at the Government's direction, without notice at any time during a weekday during regular business hours contractor local time, to access contractor and subcontractor installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms), databases, and personnel which are used in performance of the contract. The purpose of the access is to facilitate performance inspections and reviews, security and compliance audits, and law enforcement investigations. For security audits, the audit may include but not be limited to such items as buffer overflows, open ports,

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unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, Structured Query Language (SQL) injection vulnerabilities, and any other known vulnerabilities.

b. At any tier handling or accessing protected information, fully cooperate with all audits, inspections, investigations, forensic analysis, or other reviews or requirements needed to carry out requirements presented in applicable law or policy. Beyond providing access, full cooperation also includes, but is not limited to, disclosure to investigators of information sufficient to identify the nature and extent of any criminal or fraudulent activity and the individuals responsible for that activity. It includes timely and complete production of requested data, metadata, information, and records relevant to any inspection, audit, investigation, or review, and making employees of the contractor available for interview by inspectors, auditors, and investigators upon request. Full cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.

c. Cooperate with inspections, audits, investigations, and reviews.

National Defense Authorization Act Section 889 Compliance: DoD, GSA, and NASA have issued an interim rule amending the Federal Acquisition Regulation (FAR) to implement section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232). Section 889(a)(1)(B) prohibits executive agencies from entering into, extending, or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, on or after August 13, 2020, unless an exception applies or a waiver is granted. See solicitation provision 52.204-24 and clause 52.204-25.

Physical Security: The Contractor shall be responsible for safeguarding all government equipment, information and property provided for Contractor use. At the close of each work period, government facilities, equipment and materials shall be secured.

Key Control. *[If applicable.]* The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. **NOTE:** All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the KO.

In the event keys, other than master keys, are lost and/or duplicated, the Contractor shall, upon direction of the KO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the locks or locks shall be deducted from the monthly payment due to the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due to the Contractor. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas or personnel authorized entrance by the KO.

Lock Combination. *[If applicable.]* The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

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PART 9

ATTACHMENT/TECHNICAL EXHIBIT LISTING

9. Attachment/Technical Exhibit List:

9.1. Attachment 1/Technical Exhibit 1 – Deliverables Schedule

TECHNICAL EXHIBIT 1 DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
ELTY 648-C: Request for Access to Tobyhanna Army Depot (Part 8 of this performance work statement)	Shall be provided once prior to the employees first visit to Tobyhanna Army Depot, and renewed every (1) year.	1 copy	PDF	Please submit to the COR via email. The CORC's email address shall be provided upon contract award.
Job Hazard Analysis (JHA) (Section 7.6.1 of this performance work statement)	Shall be prepared and available prior to start of work.	1 copy	Physical copy	The contractor shall have the JHA available to be presented upon request.
Material submissions	Shall be prepared before preparation of repair work.	1 copy	Physical copy or electronically via email.	Please submit to the COR via email. The COR's email address shall be provided in solicitation.