

DRAFT
PERFORMANCE WORK STATEMENT (PWS)
FOR

ISO 14001 Environmental Management System Registrar Services

PART 1
GENERAL INFORMATION

1. **GENERAL:** This is a non-personnel services contract to provide ISO 14001 Environmental Management System Registrar Services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 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 ISO 14001 Environmental Management System Registrar Services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background: Tobyhanna Army Depot (TYAD) is currently registered to the ISO 14001:2015 standard, with expiration of the current registration to expire in March 2024. The initial year of this contract will be to conduct a re-registration audit, with an option year to conduct a surveillance audit and a second option year to conduct an additional surveillance audit.

1.3 Objectives:

- The Registrar shall conduct a registration audit to ISO 14001:2015 before 1 Mar 2024.
- The Registrar shall conduct a surveillance audit to ISO 14001:2015 before 1 Mar 2025.
- The Registrar shall conduct a surveillance audit to ISO 14001:2015 before 1 Mar 2026.

1.3 Scope: ISO 14001 Environmental Management System Registrar services include both surveillance and re-registration audits. The contractor shall accomplish an audit of TYAD to the ISO 14001:2015 standard and provide a comprehensive report of the audit results. The contractor shall conduct entrance, exit and daily briefs during the audit period.

1.4 Period of Performance: The period of performance shall be for one (1) Base Year of 12 months and two (2) 12-month option years. The Period of Performance reads as follows:

Base Year: 1 Mar 23 – 29 Feb 24

Option Year I: 1 Mar 24 – 28 Feb 25

Option Year II: 1 Mar 25 – 28 Feb 26

1.5 Quality Control/ Quality Assurance: See QASP for this Contract.

1.6 Recognized Holidays: The contractor will not perform work on the following holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Juneteeth Day

1.6.1 Hours of Operation: The contractor is responsible for conducting business, between the hours of 0700-1630 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. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. 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.

1.6.2 Place of Performance: The work to be performed under this contract will be performed at Tobyhanna Army Depot, Tobyhanna, PA 18466.

1.6.3 Type of Contract: The government will award a (Type of contract to be determined by CCE and the customer).

1.6.4 Security Requirements: Contractor personnel performing work under this contract must have a security background check before admission to Tobyhanna Army Depot.

1.6.5 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. A background check and approval from TYAD Security Operations Branch 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 point of contact (POC) 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 POC in a timely manner so the same may be submitted to Security for processing no later than seven days prior to the visit. All 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 onsite who fail screening will not be permitted further access to TYAD. See "Access and General Protection/Security Policy and Procedures" below.

Please submit the completed ELTY Forms 648-C form(s) to the COR or POC.

1.6.6 Special Qualifications:

- The Registrar must possess and provide evidence of current ISO 14001:2015 accreditation. The registrar cannot use this audit to obtain this accreditation.
- Registrar should have experience auditing within the electronics industry to include communications electronics systems/equipment repair and overhaul, systems integration, fabrication and be familiar with military industrial operations.
- The registrar shall demonstrate knowledge of environmental laws and regulations and environmental permits in understanding the complexities of a multi-media compliance program at an industrial facility.
- Lead auditors should have a minimum of four years of experience auditing to the ISO 14001 standard. This shall be demonstrated by providing the lead auditor's resume.

1.6.7 Key Personnel: The follow personnel are considered key personnel by the government: ISO 14001 Environmental Management System Experienced Lead Auditor. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 0730 – 1600 Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons. Qualifications for all key personnel are listed below: ISO 14001 auditors accredited to audit for ISO 14001:2015 Environmental Management System.

1.6.8 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.9 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.10 The government will provide a workspace for the contractor team to perform the tasks as outline in this PWS. The workspace shall include a dedicated conference area and other items used in an office environmental.

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, 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 if 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 a product or service shall meet contract requirements.

2.1.11. SUBCONTRACTOR. One that enters a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. WORKDAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. WORK WEEK. Monday through Friday, unless specified otherwise.

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
ISO	International Organization for Standardization
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
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

PART 3

3. CONTRACTOR MANAGEMENT REPORTING (CMR): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address <https://Contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative (COTR) or also known as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number. (3) Beginning and ending dates

covered by reporting period. (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data. (5) Estimated direct labor hours (including sub-Contractors). (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors). (7) Total payments (including sub-Contractors). (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different). (9) Estimated data collection cost. (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (The Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information). (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

PERFORMANCE REQUIREMENTS SUMMARY/ DELIVERABLES

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance	
PRS # 1. The contractor shall provide a successful surveillance audit of TYAD’s Environmental Management System to maintain ISO 14001:2015 certification.	The contractor provided ISO 14001:2015 Environmental Management Systems requirements with guidance for use.	Zero deviation from standard.	Periodic surveillance.	
PRS # 2 The contractor shall provide a successful recertification audit of TYAD’s Environmental Management System to maintain ISO 14001:2015 certification.	The contractor provided ISO 14001:2015 Environmental Management Systems requirements with guidance for use.	Zero deviation from standard.	Periodic surveillance.	
PRS # 3 The contractor shall provide a successful surveillance audit of TYAD’s Environmental Management System to maintain ISO 14001:2015 certification.	The contractor provided ISO 14001:2015 Environmental Management Systems requirements with guidance for use.	Zero deviation from standard.	Periodic surveillance.	
Deliverable	Frequency	# of Copies	Medium/Format	Submit To
Final audit report providing a detailed report of the audit	At the completion of each audit.	Two copies to be provided	Electronic copy sent in a PDF format.	The report should be emailed to Matthew Argust at matthew.j.argust.civ@army.mil and

including any non-conformances identified.				Paula Mesaris at paula.mesaris.civ@army.mil .
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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.

FPCON impact on work levels. (Please annotate with an X which may apply):

___X_ During FPCONs Charlie and Delta, these services are discontinued. These services will resume when the FPCON level is reduced to level Bravo or lower.

_____ This contract and its employees are considered mission essential. Therefore, all contractor employees are required to report for duty and remain on duty during declared emergencies and/or elevated FPCON levels unless otherwise directed by the contacting officer via the appropriate COR.

(If Required) The contractor shall provide support during contingencies, exercises, heightened operations, and adverse weather or security closures in the accomplishment of performance requirements. From time to time, the Base Commander may decide to close all or part of a base in response to an unforeseen emergency or similar occurrence. Such emergencies include adverse weather such as snow, or ice, "an act of God such as tornado or earthquake, or a base disaster such as a gas leak or fire.

Base closure announcements will normally be disseminated by local television and radio station.

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 POCs, 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 always carry proper identification with them. 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 within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 60 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <https://jkodirect.jten.mil/> for CAC holders (Course number "-US007"). Non-CAC-holders may go to: <http://jko.jten.mil/courses/at11/launch.html>.

iWATCH Army Training. The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 60 calendar days after contract award.
<http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx>

For contracts that require OPSEC Training:

Per AR 530-1 Operations Security, the CECOM OPSEC Plan, and AR 350-1 Army Training and Leader Development contractor employees must complete Level I OPSEC Awareness training within 30 calendar days of reporting for duty and annually thereafter. Level I OPSEC training is available via the Army Learning Management System (ALMS) application at the following link: <https://www.lms.army.mil/> and by searching "Army OPSEC Level I (Duration:2 hours)". An Enterprise Access Management Service Army (EAMS) account is required to access the ALMS application. Contractors shall also participate in any command directed OPSEC standowns, e.g., ad-hoc refresher trainings. If Computer Based Training (CBT) via ALMS cannot be completed, the organization's OPSEC Officer can provide the training to meet the Initial and Refresher training requirements.

Access and General Protection/Security Policy and Procedures. Contractor and all associated subcontractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DoD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

For contractors that do not require CAC, but require access to a DoD facility or installation:

Contractor and all associated subcontractors 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 government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

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 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 not limited to the following: social security number, date and place of birth, mother's maiden name, biometric records, etc.

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 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 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 in 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.

Acceptable Use Policy: *Users who require TYAD Network access are required annually to digitally sign an Acceptable Use Policy. (AUP)* The Acceptable Use Policy is intended to outline expected behavior in regards to the use of Government information technology (IT) resources and to delineate between authorized and unauthorized operating practices. The Acceptable Use Policy also provides an overview of IT system security policies mandated by TYAD. All Government IT resources, including but not limited to, hardware, software, storage media, and computer and network accounts, provided by TYAD are the property of TYAD. They are to be used for business purposes in serving the interests of the Government and TYAD customers in the course of normal operations. Use of Government IT resources for purposes other than those identified within this policy are strictly prohibited and could negate the security of TYAD IT systems. Effective security is a team effort involving the participation and support of everyone who deals with information and/or information systems. It is the responsibility of everyone to know these guidelines, and to conduct their activities accordingly.

The policy represents the commitment of TYAD to ensure that system and information integrity policy is appropriately defined and implemented, to protect TYAD systems from intentional or unintentional acts that may negatively impact system security. The policy applies to the use of information, electronic and computing devices, and network resources to conduct TYAD business. All TYAD employees, contractors, and vendors are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with TYAD policies and standards, and local laws and regulation.

This policy applies to employees, contractors, and vendors. This policy applies to all equipment that is owned or leased by TYAD. This policy covers TYAD entire operational environment, including telework locations/sites.

Employees do not have a right, nor should they have any reasonable expectation, of privacy while using any Government IT resources at any time, including accessing the Internet or using e-mail. To the extent that employees wish that their private activities remain private, they should avoid using Government IT resources such as their TYAD-issued computer, the Internet

access, or e-mail for such activities. By using Government IT resources, employees give their consent to disclosing the contents of any files or information maintained using this equipment.

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 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.

CONTRACTOR SAFETY STANDARDS FOR TYAD

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

S.10.0 THE CONTRACTOR IS SOLELY RESPONSIBLE AND LIABLE FOR THE SAFETY OF THEIR EMPLOYEES.

Review of the safety 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 always remains solely responsible and liable for safety during the term of the contract. Contractors shall comply with the following:

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.

S.10.2 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.

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

Standard Specifications for Projects Under the National Environmental Policy Act in Accordance with 32 CFR 651 Proponent ELTY-ISR-E

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

1. Stop work

2. Call 911

3. Evacuate Area

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

Call Environmental Branch (EB) at 615-7098

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

Call EB 615-7098

1. Air Pollution Control

The contractor must control fugitive emissions, including dust, during 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."

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 Acquisition Regulation) 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 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 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 has 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 spoil's 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

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. 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 more than 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 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.

TOBYHANNA ARMY DEPOT ON-SITE CONTRACTOR WORKFORCE AND VISITOR RESTRICTIONS

1. NON-RESIDENT/NON-IMMIGRANT ALIENS

a. All non-resident/non-immigrant aliens must have approval prior to being permitted access to Tobyhanna Army Depot (TYAD). Such approval must be obtained by requesting access through the following: apply at the alien-resident's embassy; proceed to the U.S. Embassy; proceed to the Department of the Army; proceed to Army Materiel Command; proceed to U.S. Communications Electronics Command; proceed to TYAD.

b. All non-resident/non-immigrant aliens granted access to TYAD are required to be escorted by Government personnel. One Government escort can accommodate a maximum of two nonresident/non-immigrant aliens.

c. Due to limited availability of Government personnel, contractors shall not be permitted to employ non-resident/non-immigrant aliens as part of the contractor's on-site workforce. Limited exceptions to this restriction may be considered on a case-by-case basis. Such exceptions shall only be considered where a specialized skill or trade is not otherwise available, and even under such circumstances would only be considered for very limited duration, e.g., a few hours/days. However, even if limited exception is considered, access may still be denied. Contractors whose personnel are either denied entry to TYAD or permitted limited entry to TYAD due to the security requirements pertaining to non-resident aliens/non-immigrants are not relieved of their obligation

to provide the required contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or other contractual remedies as appropriate.

d. Due to limited availability of Government personnel, visitors requiring escort may not be permitted access, or access may be limited to a certain time and duration.

2. FOR THE PURPOSE OF FORMAL ESCORTED SITE VISITS

Resident aliens (immigrants) in possession of a valid Form I-551, Alien Registration Receipt Card ("Green Card"), are not required to obtain approval as set forth in paragraph 1.a. above (but see paragraph 5, below). Such individuals must have proper identification in addition to a valid form I551 in their physical possession at all times while at TYAD. Individuals lacking proper identification and valid form I-555 will be denied access to TYAD.

3. SECURITY SEARCHES, IN-PROCESSING, AND SECURITY SCREENING

All persons seeking entrance to TYAD must submit to and comply with all security standards and requirements in force at the time such persons are seeking entry. All visitors and 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.

Any Contractors who will be working on site, company representatives who will be visiting periodically, and any companies or contractors requesting or requiring TYAD badges for other business reasons must submit a completed TYAD form 648-C to their contract or depot point of contact. The completed form must be submitted at least five (5) workdays in advance of on-site performance for each employee intended for onsite performance or five (5) workdays in advance of visits or other business at the depot. Any contractor employee (s) already on site who have not been screened, will be subject to security screening. 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.

4. SUBMISSION OF BIDS OR PROPOSALS

Bidders/offerors who hand carry bids or quotes do so at their own risk. Bidders/offerors are solely responsible for the timely submission of bids /proposals/quotations, any delays security measures notwithstanding.

5. CONTRACTOR ON-SITE WORKFORCE – ADDITIONAL SECURITY REQUIREMENTS

a. This section is in addition to the requirements above regarding non-resident aliens (nonimmigrants) for on-site performance. Prior to the commencement of performance under the contract and within seven (7) workdays of contract award, the Contractor shall submit to the Chief, Security Division, Tobyhanna Army Depot, a roster of all contractor personnel, inclusive of on-site supervisory or managerial personnel and sub-contractor personnel, that the Contractor anticipates will be performing work on-site. The roster shall indicate which individuals are U.S. citizens and which are resident aliens (immigrants). The following documentation shall accompany the roster for everyone named on the roster as a resident alien (immigrant):

- 1) A copy of a verifiable form of identification, such as a driver's license or a passport.
And
- 2) A copy of a valid Department of Justice Immigration and Naturalization Service Form I-551, Alien Registration Receipt Card ("Green Card").

Contractors who fail to identify all resident aliens (immigrants) who will be used for onsite performance and who will seek access to Tobyhanna Army Depot as a worker for or through the contractor, inclusive of managerial and subcontractor personnel, may be subject to civil and criminal penalties and sanctions as well as contract remedies.

- b. Within five (5) workdays of the submission of the roster, documentation, and TYAD form 648- the Government will have completed the security check and the Contractor shall be notified whether all listed personnel will be permitted to work on-site. However, actual access to Tobyhanna Army Depot by the roster personnel will remain contingent upon such resident alien (immigrant) individuals presenting two (2) forms of identification as they process into the Depot through the Security building: a valid Form I-551, Alien Registration Receipt Card ("Green Card") in addition to at least one other verifiable form of identification.
- c. The roster that the Contractor submits is amendable. However, up to five (5) workdays will be required to perform a security check on any personnel added to the roster. The Contractor is urged to include contingency or "back-up" personnel in the original roster in order to avoid delays due to roster amendment.
- d. Contractors whose personnel are denied entry to TYAD due to the security requirements are not relieved of their obligation to provide the required contract performance and must do so at no additional cost to the Government. Any contractor failing to perform or that fails to perform in a timely manner under such circumstances may be terminated for default or be subject to other contractual remedies as appropriate.