

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

1. GENERAL: This is a non-personal service contract to provide Preventive Maintenance and Emergency Repairs on 15 Haas, 2 Doosan, 5 Bridgeport and 2 Hardinge machines as listed in Part 5, **Table 1**. The machines are located in Building 1C Bay 2 of Tobyhanna Army Depots Machine Shop. 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 provide Preventive Maintenance and Emergency Repairs on 15 Haas, 2 Doosan, 5 Bridgeport and 2 Hardinge machines as listed in Part 5, **Table 1**.

1.2 Background: Tobyhanna Army Depot's Machine Shop is an important part of the Depot's total ability to meet production goals. To ensure that the machines are running up to their OEM Specifications this service contract is necessary. This contract will also ensure that if a machine breaks down, the contractor will respond -within the Government's timeline, to ensure there will only be minimal impacts on production.

1.3 Scope: Contractor shall provide annual preventive maintenance and remedial services, as needed, in accordance with Part 5.

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, if exercised.

1.5 General Information

1.5.1 Quality Control The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract.

As an evaluation factor, the QCP is to be delivered with the contractor's proposal for evaluation. Copies of a comprehensive written QCP shall be submitted to the KO and COR within 5 working days when any changes are made after contract execution. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). 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).

1.5.2 Recognized Holidays: Vendor will not be required to work on holidays

New Year's Day

Labor Day

Martin Luther King Jr.'s Birthday

Columbus Day

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

President's Day
Memorial Day
Independence Day

Veteran's Day
Thanksgiving Day
Christmas Day

1.5.3 Hours of Operation: The contractor is responsible for conducting business, between the hours of 7:00 – 4:30 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.

1.5.4 Place of Performance: The work to be performed under this contract will be performed at Tobyhanna Army Depot, Building 1C Bay 2 Machine Shop or alternate.

1.5.5 Type of Contract: This contract will be a hybrid contract and will contain a Firm-Fixed Price (FFP) Contract Line Item Number (CLIN) for the preventative maintenance and a Time and Material (T&M) CLIN for remedial repairs.

1.5.6 Security Requirements: Contractor personnel performing work under this contract must have a 648C Security Background Check on file at time of the proposal submission, and must maintain the level of security required for the life of the contract.

1.5.7 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.

1.5.8 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.5.9 Key Personnel: 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 7:00 a.m. to

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

4:30p.m., Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons

1.5.10 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel will be required to wear visitor badges issued by Tobyhanna Army Depot Security.

1.5.11 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 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 effect 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.

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.

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

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.

2.1.12. 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

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
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 TYAD SECURITY REQUIREMENTS

3. DEPOT ACCESS/ SECURITY REQUIREMENTS:

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 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 subcontractor 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" below.

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

ANTITERRORISM (AT) / OPERATIONS SECURITY (OPSEC) REQUIREMENTS

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

All security training certificates shall be provided to the Contracting Officer's Representative (COR)/Point of Contact (POC) and the Contract Specialist/Purchasing Agent.

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>

Operations Security (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. Access and general protection/security policy and procedures (This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area): 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

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

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.

PART 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to provide Preventive Maintenance and Emergency Repairs on 15 Haas, 2 Doosan, 5 Bridgeport and 2 Hardinge machines as listed in **Table 1**.

PART 5 SPECIFIC TASKS

5. SPECIFIC TASKS:

5.1. Basic Services. Contractor will provide Preventive Maintenance and Emergency Repairs on 15 Haas, 2 Doosan, 5 Bridgeport and 2 Hardinge machines as listed in **Table 1**. The machines are located in Building 1C Bay 2 of Tobyhanna Army Depots Machine Shop. 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.

The contractor shall provide preventive maintenance services on the following CNC machines:

Table 1

Bar Code	Manufacturer	Serial Number	Model	Machine Type
CA3138	Haas	51210	VS-3	Vertical Mill
CA3139	Haas	33203	VF-7/50	Vertical Mill
CA3850	Haas	68286	SL-30BB	Lathe
CA5041	Haas	42294	VF-7/50	Vertical Mill
CA6130	Haas	1056226	VF-3SS	Vertical Mill
CA6436	Haas	1057568	VF-3SS X 3	Vertical Mill
CA6437	Haas	1057565	VF-3SS X 3	Vertical Mill
CA6435	Haas	1057567	VF-3SS X 3	Vertical Mill
CA7001	Haas	1060988	VF-6SS	Vertical Mill
CA6999	Haas	1060993	VF-6SS	Vertical Mill
CA7002	Haas	1061003	VF-6SS	Vertical Mill
CA7000	Haas	1060997	VF-6SS	Vertical Mill
CA8044	Haas	1071495	VF-11	Vertical Mill
CA8045	Haas	2052948	EC-500	Horizontal

Computer Numerical Control Preventative Maintenance Performance Work
Statement (PWS)

TY04794	Haas	3104520	ST-10Y	Lathe
BU761	Doosan	P23M0245	230MA	Lathe
CA3242	Doosan	P24M0271	230MA	Lathe
CA3881	Bridgeport	HDNG0977Z/11550001	F537A	Mill Drill
CA7654	Hardinge	HDNG3732D	EV- A0000003R8	Vertical Mill
CA7657	Hardinge	HDNG3727D	EV- A0000003R8	Vertical Mill
CA7656	Bridgeport	HDNG3641/HS318676	Series 1	Vertical Mill
CA7655	Bridgeport	HDNG3642/HS318811	Series 1	Vertical Mill
AT883	Bridgeport	BR265809	Series 1	Vertical Mill
TY03915	Bridgeport	HDNG4313M/11550001	F537A	Mill Drill

Contractor shall provide the following services on the Haas Mills and Lathes.

Comprehensive Calibration Analysis on Mills and Lathes

Comprehensive checks will be performed by factory-trained technicians on the major systems of the machines. The diagnosis from these checks can determine a course of corrective action if needed.

Vibration Analysis: Vibration analysis will be performed on the spindle and tested up to maximum RPM. This data will be collected and analyzed to determine the state of health for spindle bearings, drive motors, drive belts, and overall performance.

Drawbar Force Test: A Drawbar Force Test will show the clamping force of the drawbar and measures how tight the drawbar can hold a tool in the spindle.

The test will detect premature tool wear, damage to the spindle taper, and dropped tools.

Geometry Inspection: The Geometry Inspection will be performed along each axis and ensures the machine is parallel and square. Inspections will follow your machine(s) specifications sheet.

Renishaw Ball Bar Test: Standard PA checks include an annual ball bar calibration.

Renishaw ball bar testing generates a comprehensive diagnostic report to provide you with an overall assessment of machine performance (circularity).

Checks for Mills and Lathes

Machine areas inspected include but are not limited to:

GIB ADJUSTMENT

Adjustment of Gibs to maintain axis rigidity

COOLANT SYSTEM

Remote/Check pump and motor

ELECTRICAL SYSTEM

Check voltages

Inspect connections/terminals

Inspect grounds

Check limit switches/safety locks

Inspect and clean spindle sensor

Clean electrical cabinet

Check safety interlocks

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

LUBRICATION SYSTEMS

- Clean filters
- Inspect lines and fittings
- Verify lube/pump operation
- Check drawbar stroke for correct tool knockout dimension
- Verify ATC tool change
- Inspect ATC system
- Lubricate ATC mechanism bearings

MECHANICAL SYSTEM

- Check machine level
- Verify spindle sweep
- Verify spindle tram
- Check gear shift operation
- Check spindle lube and airblast
- Check spindle orientation alignment
- Check shot pin operation
- Change gearbox oil
- Check backlash in X,Y, and Z-axis
- Inspect drive belt
- Inspect and adjust tool changer system
- Inspect spindle taper condition
- Inspect way cover wipers
- Check drawbar height
- Drawbar dynamometer test
- Spindle run-out test

WAY LUBE SYSTEM

- Clean filters
- Inspect lines and fittings
- Check operation
- Verify lube/pump operation

PNEUMATIC SYSTEM

- Clean filters
- Replace filters
- Check pressure/adjust the regulator
- Inspect system for leaks

Checks performed on other equipment

- Electrical connections
- Printed circuit boards
- All voltages
- Cables, switches, fans, motors, etc.
- All machine functions and safety features associated with it
- Check all bolts and screws for tightness
- Calibrate or re-align geometric machine alignments
- Check ram and table alignment, if applicable

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

Lubricate or grease all moving parts (consumable items to be provided by government)
Check to ensure all safety features are in place
Operations of interlock switches, if applicable
Check all lines and connections
Replace and/or clean filters (consumable items to be provided by government)
Check any hydraulic pumps, and pressure relief valve(s) for maximum pressure
Air lube system oil level and operation
Proper operation of servo fans
Run machine accuracy verification pattern
Inspect turret drive gearbox, if applicable
Auto index lubrication, if applicable
Check flywheel, or drive belts for tension, cleanliness and wear
Work clamp functionality

SERVICE CALLS FOR REPAIR: Contractor shall provide a response to the COR within 24 hours of all initial non-emergency service calls on a weekday and 24 hours after a weekend or holiday. Contractor shall respond on site within 48 hours of initial service call unless written authorization to respond after 24 hours is given by the COR.

Contractor must provide a report on the condition of the equipment, recommended repairs, cost estimate, and timeline for repairs to be completed. This report must be approved, in writing, by the contract COR or contracting officer prior to any repairs being made to equipment.

EMERGENCY SERVICE CALLS: Contractor shall provide a response to the COR within 24 hours to ensure notification of initial emergency service call. Contractor shall respond on site within 48 hours of an initial emergency service call unless written authorization to respond after 24 hours is given by the COR.

An emergency shall be identified as a threat to employee safety or installation security.

The contractor shall provide COR a written report on the conditions and recommendations for all equipment at the completion of the scheduled service.

If extra work is required the contractor shall provide to COR a written proposal with the costs for repairs including labor hour's material and length of time required to make repairs.

All services shall be scheduled through the COR who, in turn, will be coordinated with the supervisor to avoid interference with normal operation before work begins.

The contractor shall invoice after each scheduled maintenance unless stated otherwise in writing with the COR.

COR for this contract will be will be provided at time of contract award.

COSTS - The Pricing Volume will be evaluated IAW the SF 1449 and this PWS. The Offeror shall complete the spreadsheet found in Atch # - Offeror's Proposed

Computer Numerical Control Preventative Maintenance Performance Work
Statement (PWS)

Pricing Worksheet. Pricing not submitted utilizing Atch # –Offeror’s Proposed Pricing Worksheet, may not be considered.

INVOICING/WIDE AREA WORKFLOW (WAWF):

Invoicing must be IAW DFARS 252.232-7006, Tobyhanna COR to be provided at time of award.

TAX EXEMPTION CERTIFICATION - CONTRACTING OFFICER'S INSTRUCTION:

In accordance with the supremacy clause of the United States Constitution, Federal Acquisition Regulations and Pennsylvania State Law, Tobyhanna Army Depot, as an instrumentality of the United States Government, is generally immune from taxation by State and local jurisdictions. In lieu of an exemption certificate, and as provided for in paragraph 1.b. of Pennsylvania Sales and Use Tax Regulation Number 200, it is suggested that you retain a copy of this purchase order and this notice as documentary evidence that Tobyhanna Army Depot is immune from State and local taxation. If your state is other than Pennsylvania and requires certification other than this form, or should you have questions concerning the parameters of immunity from taxation, contact the person identified as the contract administrator in the contract.

INSURANCE REQUIREMENTS:

The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(a) **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY.** Contractors are required to comply with applicable Federal and State Worker's Compensation and Occupational Disease Statutes. If the Employer's liability section of the insurance policy, except then contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit Worker's Compensation to be written by private carriers.

(b) **GENERAL LIABILITY.** Bodily Injury Liability Insurance Coverage written on the comprehensive form of policy of at least \$500,000 per occurrence shall be required. Property Damage Liability Insurance is not normally required.

(c) **AUTOMOBILE LIABILITY.** Automobile Liability Insurance written on the comprehensive form of policy is required. The policy shall provide for Bodily Injury and Property Damage Liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

**TOBYHANNA ARMY DEPOT ON-SITE CONTRACTOR WORKFORCE AND VISITOR
RESTRICTIONS:**

1. NON-RESIDENT/NON-IMMIGRANT ALIENS

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

- 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 non-resident/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 I-551 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

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

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 (non-immigrants) 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 each individual named on the roster as a resident alien (immigrant):

a) A copy of a verifiable form of identification, such as a driver's license or a passport; and

b) 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 any and all resident aliens (immigrants) who will be used for on-site 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-C, 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

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

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.

BUY AMERICAN ACT (BAA):

Any parts purchased as a result of remedial parts replacement as specified in this PWS were compiled IAW FAR and DFARS Part 25 foreign acquisition and shall be in full compliance of all applicable regulations, including but not limited to, the BAA.

PART 6 CONTRACTOR SAFETY STANDARDS FOR TYAD

This is a list of the contractor requirements for any work done on Tobyhanna Army Depot (TYAD). It is the responsibility of the contractor to enforce these 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

The Contractor is solely responsible for jobsite safety.

Update on the Red Card Program in

Update on Confined Space

Subcontractors are the responsibility of the Prime Contractors

6.1 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 Red Cards that can be presented when the employee sees an action they consider unsafe. Work ceases until TYAD management can determine if it is safe or not. Contractors are required to comply with this Red Card Policy. If a Tobyhanna employee presents his Red Card to a contractor, the contractor must stop working until the Contracting Officer's Representative (COR) and the Safety Office can determine if a safety hazard exists.

6.2 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.

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 Electrical Safety

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

6.8 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.

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

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.

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.

6.9 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.

6.10 Lockout/Tagout Procedure

1. The Contractor shall perform this work in accordance with 29 CFR § 1910.147, The Control of Hazardous Energy.

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

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.

6.11 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.

6.12 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 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.

6.13 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.

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

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.

6.14 If an Incident Happens

1. Any serious injury or medical emergency:
2. Dial 911 and give accurate location and nature of emergency. Make sure to tell the operator that you are calling from Tobyhanna Army Depot.
3. Send someone to the nearest exit to assist responders.
4. Treat victims to the best of your ability.
5. Call the work order desk at 570-615-7805 if there is any blood or body fluids that must be cleaned up.
6. 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.
7. In the case of a fire:
 - a. If the fire is small, a fire extinguisher may be used to extinguish it, and call 911.
 - b. Otherwise, dial 911, pull a fire alarm if readily available, and evacuate.
 - c. Evacuate the building.

6.15 Crane Lift Operations at Tobyhanna Army Depot

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:

1. 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.
2. 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.
3. Training/Certifications (scans) for crane operator and other lift-team members included in the lift operation.
4. Equipment nomenclature and a certificate of comprehensive annual inspection records, including any deficiencies and corrective action.
5. Load chart for crane, with target capacities specific to the crane/boom configuration and lift details clearly marked.
6. Lift calculations, including rigging components and configuration.
7. Weather conditions are always part of the ongoing safety assessment and may result in rescheduling of the lift.
8. 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

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

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.

6.16 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 or POC 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

PART 7

STANDARD SPECIFICATIONS FOR PROJECTS UNDER THE NATIONAL ENVIRONMENTAL POLICY ACT IN ACCORDANCE WITH 32 CFR 651 PROPONENT ELTY-ISR-E

7.1. 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).

7.2. 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."

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

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.

7.3. 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.

7.4. Burning

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

7.5. 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 13834 Efficient Federal Operations](#), May 17, 2018. 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.

7.6. 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.

7.7. 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-](#)

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

[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.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. 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.

7.12. 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.

7.13. 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

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

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.

7.14. 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.

7.15. 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.

7.16. 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.

7.17. 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.

7.18. Limit of Disturbance

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

7.19. Mercury-Bearing Equipment

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

7.20. Safety Data Sheets (SDSs)

The contractor must submit SDSs for all hazardous materials proposed for use, including

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

paints, solvents, adhesives, etc., to the EB through the COR five working days prior to material being brought on post. As of June 1, 2015, all Material Safety Data Sheets (MSDS) must be replaced with new Safety Data Sheets (SDS). EB will no longer be accepting older legacy MSDS sheets and the contractor must submit the current SDS for the hazardous material. The contractor must keep a copy of all SDSs required for the project at the jobsite.

7.21. 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.

7.22. 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.

7.23. 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. Use of flow regulation devices must be approved by EB prior to installation. 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.

7.24. 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.

7.25. 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.

7.25. 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

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

nonvolatile content (calculated as lead metal).

7.26. 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 (PA state license is required for pesticide applications). 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.

7.27. Polychlorinated Biphenyls (PCBs)

Technical Exhibit I. 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.

7.28. 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.

7.29. 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

Computer Numerical Control Preventative Maintenance Performance Work Statement (PWS)

disposal certificate or landfill weight slips with the quarterly consolidated C&D report from The Installation Planning and Maintenance Division to EB.

7.30. 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.

7.31. 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.

7.32. 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.

7.33. 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.

7.34. 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.

Computer Numerical Control Preventative Maintenance Performance Work
Statement (PWS)

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