

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER 0010582410-0001		PAGE 1 OF 31				
2. CONTRACT NO. W56HZV-14-P-A858		3. AWARD/EFFECTIVE DATE 30-Sep-2014		4. ORDER NUMBER		5. SOLICITATION NUMBER W56HZV-14-T-A424		6. SOLICITATION ISSUE DATE 17-Sep-2014		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 29 Sep 2014		
9. ISSUED BY ARMY CONTRACTING COMMAND - WARREN 6501 E. 11 MILE ROAD WARREN MI 48397-5000 TEL: FAX:		CODE W56HZV		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A)		NAICS: 238320 SIZE STANDARD: 15.0		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO CENTER OF MILITARY HISTORY CLAIRE SAMUELSON 7009 QUARTERMASTER DRIVE FORT LEE VA 23801		CODE W74R7L		16. ADMINISTERED BY INSTAL & VEHICLE SUP CONTRACTING DIV RYAN J MCPHERSON CCTA-HDC-DMS 350 RYAN.J.MCPHERSON2.CIV@MAIL.MIL WARREN MI 48397-5000		CODE W56HZV				
17a. CONTRACTOR/OFFEROR MILSPRAY LLC CHANTEL ROBINSON 845 TOWBIN AVE LAKEWOOD NJ 08701 4554 TELEPHONE NO. (732) 886 2223		CODE 3NXK3		FACILITY CODE 3NXK3		18a. PAYMENT WILL BE MADE BY DFAS-INDY VP GFEB5 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800		CODE HQ0490		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$23,460.79				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. REF: W56HZV-14-T-A424						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED <u>26-Sep-2014</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Heather M Mوندt</i>						
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) HEATHER M. MUNDT / CONTRACTING OFFICER TEL: 586-282-6506 EMAIL: heather.m.mundt.civ@mail.mil				31c. DATE SIGNED 30-Sep-2014		

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

52.201-4000 TACOM-WARREN OMBUDSPERSON

Jan 06

Information regarding the TACOM-Warren Ombudsperson is located at the website
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>.

52.232-4000(TACOM) CONTRACTING OFFICER'S AUTHORITY

(APR 2006)

The Contracting Officer is the only person authorized to approve additions or changes in any of the requirements under any contract, resulting from this solicitation, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, such change shall be solely at the risk of the contractor. (See General Provision, entitled: "Notification of Changes," FAR 52.243-7 or paragraph (c) of FAR 52.212-4).

[End of Clause]

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	\$23,460.79	\$23,460.79

Anzio Annie Restoration

FFP

Painting, Restoration, and Refurbishment of the German K5 Railroad Gun (AKA Anzio Anne) per specification provided in the Scope of Work (section C), and Special Instructions (section H).

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow

SHIP TO:

US ARMY ORDNANCE TRAINING AND HERITAGE CENTER

WAREHOUSE RD

FORT LEE VA 23801

ATTN:Claire Samuelson

MARK FOR:W56HZV-14-P-A858

FOB: Destination

PURCHASE REQUEST NUMBER: 0010582410-0001

NET AMT \$23,460.79

ACRN AA \$23,460.79

CIN: GFEB001058241000001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					NSP

CDRL's

FFP

Contractor to supply all Contract Data Requirments List (CDRL) as specifed in the section C-5 Deliverables of Contract W56HZV-14-P-A858.

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow

SHIP TO:

US ARMY ORDNANCE TRAINING AND HERITAGE CENTER

WAREHOUSE RD

FORT LEE VA 23801

ATTN:Claire Samuelson

MARK FOR:W56HZV-14-P-A858

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					NSP

Contract Manpower Reporting

FFP

Contractor to provide required information in accordance with Contractor Manpower Reporting as specified in clause 52.237-4000 (TACOM) located in section C of the this Contract.

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow

SHIP TO:

US ARMY ORDNANCE TRAINING AND HERITAGE CENTER

WAREHOUSE RD

FORT LEE VA 23801

ATTN:Claire Samuelson

MARK FOR:W56HZV-14-P-A858

FOB: Destination

NET AMT

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**Performance Work Statement (PWS)
FOR
Stabilization / Refurbishment of the German K5 Railroad Gun (AKA Anzio Anne)
U.S. Army Ordnance Training and Heritage Center**

C-1 GERMAN K5 (ANZIO ANNIE)

C-1.1 Scope of Work: The US Army Ordnance Training and Heritage Center is obligated to preserve the heritage of the Ordnance Corps. To meet that standard and support that responsibility the German K5 Railroad gun presently on the railroad tracks between Quartermaster Drive and Railroad Avenue needs to be stabilized and refurbished. The contractor shall furnish all labor, materials, and equipment necessary for the cleaning / preparation of the gun and railcar, coating / painting, and debris disposal operations for the Rail Gun project, including any mobilization / demobilization of a covering structure while the work is in progress. This Rail Gun and its rail car have areas of corrosion, those compromised areas will need to be taken down to bare metal prior to being cleaned, primed with a preservative coat and painted. Areas of coating integrity do not need to be taken to bare metal. All work procedures will be in compliance with all applicable Federal, State and local environmental standards to include the Chesapeake Bay Watershed Act. (See Technical Exhibit A and paragraph C-4 for more detail)

C-1.2 Requirements: The contractor must be a professional company knowledgeable and specializing in restoration / conservation. The contractor shall be required to clean and coat all surfaces of the German K5 gun, its carriage and the rail car with appropriate finish to meet long term preservation requirements. All surfaces of the item include the interior, i.e. the barrel of the gun, underside of the rail car. The paint used by the contractor will be an Industrial-grade coating, e.g. DuPont Corlar Epoxy Mastic applied as recommended by the manufacturer. The entire piece, other than the markings, will be painted with two coats of Light Mouse gray per Federal Standard shade #595C [36300]. Painted in white (DuPont Paper White #1031) will be markings on the item according to attached scan and detailed notes to be provided by the Ordnance Training and Heritage Center. The completion date of the project should be no later than 180 days after award.

C-1.3.2 The contractor will be working in one location: Warehouse Road.

C-1.4 Personnel: The quality of all services rendered here under this contract shall conform to the highest standards in the professional field, relevant profession, trade, or field of endeavor. Contractor personnel shall have sufficient experience and skill to perform the services required by these specifications.

C-1.5 Contract Manpower Reporting Application: The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Ordnance School via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>

C-1.5.1 Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2014. Contractors may direct questions to the help desk at <http://www.ecmra.mil/>.

C-3 Access, Security and Training

C-3.1 All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 60 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://atlevel1.dtic.mil/at>. Reference Contract Data Requirements List (CDRL) A0001.

C-3.2 Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements 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.

C-3.3 The contractor and all associated sub-contractors 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. Reference Contract Data Requirements List (CDRL) A002.

C-3.4 The contractor shall have new employees complete Level I OPSEC training within 30 calendar days of their reporting for duty in accordance with Per AR 530-1, Operations Security. All contractor employees must complete annual OPSEC awareness training.

C-4 Environmental Compliance

C-4.1 The contractor shall comply with applicable Federal, State and local environmental standards to include the Chesapeake Bay Watershed Act. These standards are detailed in the attached Environmental Section H.

C-4.2 The contractor will provide the COR and the Hazardous Waste Program Manager with copies of the following within 15 business prior to commencing work on refurbishing the rail gun.

- Site Safety and Health Plan
- Work Plan
- Waste Disposal Plan

Reference Contract Data Requirements List (CDRL) A003,A004, and A005.

C-4.3 Comments, concurrence and/or approval will be provided to the contractor within 5 business days.

C-5 Deliverables

PWS/SOP REF	Deliverable	Schedule	Rail Gun
C-4.2	Site Safety and Health Plan: Submitted to the Installation Safety Office and the Industrial Hygiene Section for concurrence and Environmental Management Office (EMO) for approval	No later than 15 days prior to commencing work	German K5
C-4.2 H 4.f	Waste Disposal Plan: Submitted to the Hazardous Waste Program Manager.	No later than 15 days prior to commencing work	German K5
C-4.2 H 4.m	Work Plan	No later than 15 days prior to commencing	German K5
H 4.a	Structural Surfaces: Total metals test results submitted to Fort Lee Hazardous Waste PM for technical review	No later than 5 business days after results are available	German K5
H 4.b	Blast Media, if generated, used: TCLP/RCRA-8 metals test results submitted to Fort Lee Hazardous Waste PM for technical review	No later than 5 business days after results are available	German K5
H 4.c	Paint & Solvent Wastes: Disposal plan submitted to Fort Lee Hazardous Waste PM. The plan will include items listed in para 4.c	No Later than 15 days prior to commencing work.	German K5
H 4.d	Manifests / Weekly Inspections: Completed manifests will be submitted to Fort Lee Hazardous Waste PM. <u>(NOTE: NO WASTE WILL BE REMOVED FROM FORT LEE PRIOR TO APPROVAL OF THE COR AND THE HAZARDOUS WASTE PM.)</u>	No later than 2 working days prior to moving hazardous material	German K5
H 4.f	Solid Waste: If waste is hazardous, location of	No later than 2 working days upon receiving.	German K5

	disposal site and certificates of acceptance from land fill will be submitted to Fort Lee Hazardous Waste PM who will coordinate the paperwork with the disposal facility.		
H 4.g	Ambient Air: Clean Air Act (CAA) compliance report	15 days prior to commencement of restoration activities	German K5
H 4.m	Work Plans: As described in paragraph 4.m	15 days prior to commencement of restoration activities	German K5
H 4.r	Material Data Safety Sheets: Will be maintained on site and copies will be provided to the COR and Fort Lee Hazardous Waste PM	15 days prior to commencement of restoration activities	German K5
H 4.s	Monthly Usage Reports: Material usage date report (including information listed in paragraph 4.s) will be submitted to Fort Lee's Air Quality Program Specialist	5 th business day each month	German K5

C-7 The Government point of contact for environmental issues is:

Air Quality Specialist, Compliance Manager, and Hazardous Waste Program Manager:
Mr. Craig Norris, at (804) 734-3772 or craig.norris10.civ@mail.mil

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52.237-4000 (TACOM)

CONTRACTOR MANPOWER REPORTING (CMR)

(FEB 2013)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) 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) 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).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

[End of Clause]

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

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52.246-4009 (TACOM) INSPECTION AND ACCEPTANCE POINTS: DESTINATION (FEB 1995)

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here.

Inspection: DESTINATION

Acceptance: DESTINATION.

[End of Clause]

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	03-MAR-2015	1	CENTER OF MILITARY HISTORY CLAIRE SAMUELSON 7009 QUARtermASTER DRIVE FORT LEE VA 23801 804-734-6815 FOB: Destination	W74R7L
0002	03-MAR-2015		(SAME AS PREVIOUS LOCATION) FOB: Destination	W74R7L
0003	03-MAR-2015		(SAME AS PREVIOUS LOCATION) FOB: Destination	W74R7L

The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at <https://wawf.eb.mil>. Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

To properly route an invoice and receiving report through WAWF, the contractor shall indicate the following when prompted:

1. Select the appropriate type of invoice as indicated below. **It is imperative that contractors select the proper type of invoice.** Improper selection of an invoice type will result in the delay of a payment or the rejection of an invoice submittal.

 X **Invoice and Receiving Report Combo (Supplies)**

Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

 Invoice 2-in-1 (Services)

Use for contracts that are entirely for service requirements.

2. Use the following DoDAAC (Department of Defense Activity Address Code) codes when prompted:
 - Your firm's CAGE Code: Found in Block 17a of SF 1449: **3NXXK3**
 - Issue and Admin DoDAAC Code: Found in Block 9 of SF 1449: **W56HZV**
 - Ship-To DoDAAC Code: Found Block 15 of SF 1449: **W74R7L**
 - Accept-By DoDAAC Code: **W74R7L**
 - Payment DoDAAC Code: Found in Block 18a of SF 1449: **HQ0490**
3. Include the **Purchase Request Number** as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. **NOTE:** The purchase request number may be different for each CLIN.
4. Indicate the proper **Unit of Measure** as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.

5. Indicate the following **Acceptor, Alternate Acceptor, and Contract Specialist** when the WAWF system prompts for “additional e-mail submission” after clicking “Signature”.

- Primary Acceptor Name: Claire Samuelson
- Primary Acceptor e-mail: claire.s.samuelson.civ@mail.mil

- Alternate Acceptor Name: NA
- Alternate Acceptor e-mail: NA

- Contract Specialist Name: Ryan McPherson
- Contract Specialist e-mail: ryan.j.mcpherson2.civ@mail.mil

To track the status of an invoice, in WAWF click on the link, “Pay Status” (myInvoice-External link) found under the tab named “Lookup” or by going to <https://myinvoice.csd.disa.mil/index.html>. If the payment office indicated in the contract is Columbus, direct any payment related questions to the Defense Finance Accounting Services (DFAS) Columbus at 800-756-4571. If the payment office is other than Columbus, contact the contract administrator for the customer service phone/fax numbers.

[End of clause]

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS**H.1. REFERENCES:**

US Army Garrison-Fort Lee's Air Permit
Army Regulation 200-1. Environmental Protection and Enhancement
Commonwealth of Virginia Regulations for the Control and Abatement of Air Pollution
Clean Air Act (CAA)
Resource Conservation and Recovery Act (RCRA)
Fort Lee Policy 07-05. Environmental Policy. 14 March 2008

H.2. PURPOSE:

This section establishes the Air Quality, Hazardous Waste, Lead-Based Coating, Water, and other applicable regulatory compliance management systems required for the blasting, coating/painting, and disposal operations for the Rail Gun. Fort Lee personnel have developed this section in a technical advisory capacity as required to support the project proponent.

The Contractor shall follow Fort Lee's Environmental Special Conditions Package April 2014 (or most current version) in the bidding and completion of this contract. The Contractor shall execute Environmental Best Management Practices. The purpose of this contract will be to assign proper responsibility and guidance as to what is required on Fort Lee and to insure full compliance with pertinent provisions of Federal, State (Virginia) and local regulations and procedures, which are or may be put in effect during the course of contract performance. The Contractor, or an employee, so designated by the Contractor, shall act as an Environmental Officer on all work performed under the contract. The Contracting Officer shall notify the Contractor of any noncompliance with environmental requirements and action to be taken. Such notices, when delivered to the Contractor or his representative on the site of the work, shall be deemed to be sufficient for this purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Documents applicable to this PWS are listed below. The documents have been coded as mandatory (M) or advisory (A). The Contractor shall comply with those coded (M) and shall be guided by those coded (A) to the extent necessary to accomplish the requirements of this PWS.

Paint Material Safety Data Sheet (MSDS)

(M)

Virginia Solid Waste Management Regulation (M)

Fort Lee Environmental Special Conditions Package (ESC)

April 2014 (or most current version) (M)

ESC on EMD web site

http://www.lee.army.mil/dpw/emd/documents/Environmental_Special_Conditions_01APR14.pdf

or

http://www.lee.army.mil/dpw/emd/documents/Environmental_Special_Conditions_01APR14.pdf

The Fort Lee Environmental Special Conditions (ESC) Package April 2014 was prepared by the Employees of Fort Lee Environmental Management Division (EMD) in an effort to address questions raised concerning environmental compliance with Federal, State, and local regulations that apply on a DOD facility. The Environmental Special Conditions Package is an enforceable document and compliance is required under this contract. This document is available online see above and must be read to show local requirements for your action and reporting requirements for Fort Lee, Virginia. It is meant to identify requirements in general and the unique to Fort Lee requirements, but is not intended to be fully inclusive of all regulations. It is the Contractor's responsibility to comply with all Federal, State, and Local laws and regulations.

H.3. BACKGROUND / SCOPE:

- a. The M1918 12-inch railroad gun has approximately 4000 square feet of surface— inside and out. It is understood that preparation and painting shall be performed on both the gun and the carriage. It is also understood that the surfaces shall be fully cleaned and coated to meet long term preservation requirements.
- b. The procedures outlined in this section apply to and will be reference for: (A) non-Fort Lee Government personnel (military, civilian) who are affiliated with these restoration activities at Fort Lee; (B) Contractors and Subcontractors with current restoration contracts with Government

personnel who are the proponents of the restoration activities, hereinafter referred to as the Contractor; and (C) applicable Fort Lee environmental personnel.

c. Restoration operations are scrutinized during U.S. Environmental Protection Agency (USEPA), Virginia Department of Environmental Quality (VADEQ), and US Army inspections, audits. Compliance with all applicable local, state, and federal laws and regulations are the sole responsibility of the Contractor. Compliance verification activities are the responsibility of the Contractor and periodic inspections shall be made by Fort Lee personnel as required.

H.4. RESPONSIBILITIES:

a. Structure Sampling & Coordination Meeting: Contractor shall adequately sample structure surfaces that will, or will have the potential to be: prepared, sanded, blasted, cleaned, or painted. The Contractor shall analyze samples using the Toxicity Characteristic Leaching Procedure (TCLP) and applicable SW-846 methods applicable as necessary to properly quantify and characterize all applicable pollutants of potential concern. All test results shall be submitted to the Fort Lee Hazardous Waste Program Manager for technical review no later than 5 business days after analytical results are available. The TCLP, and other applicable analyses submitted to the Fort Lee Hazardous Waste Program Manager for technical review, shall include all the Resource Conservation and Recovery (RCRA)- 8 metals, including lead, and other applicable pollutants of potential concern. Contractor shall hold no less than one on-site meeting with the Fort Lee Air Quality Program Manager, Compliance Manager, and Hazardous Waste Program Manager no less than 15 business days prior to the scheduled commencement of project activities. Reference Contract Data Requirements List (CDRL) A006.

b. Blast Media: If the contractor uses / generates blast media, the contractor shall properly segregate, label, test, store, and dispose of all blast media. Contractor's blast media testing shall include performance of the TCLP and other applicable SW-846 methods applicable as necessary to properly quantify and characterize all applicable pollutants of potential concern. All test results shall be submitted to the Fort Lee Hazardous Waste Program Manager for technical review no later than 5 business days after analytical results are made available. The TCLP, and other applicable analyses submitted to the Hazardous Waste Program Manager for technical review, shall include all the RCRA-8 metals, including lead, and other applicable pollutants of potential concern. The numbers of samples collected by the Contractor must be adequate to fully characterize all wastes per the requirements of RCRA. The Contractor shall submit to the Fort Lee Hazardous Waste Program Manager the location of the intended disposal site and copies of the disposal sites permits or other certificates/licensure which authorizes the disposal site to accept the waste material; this information shall be submitted by the Contractor as soon as practicable and in a manner coordinated with the Hazardous Waste Program Manager to meet applicable regulatory requirements. Reference Contract Data Requirements List (CDRL) A007.

c. Paint & Solvent Wastes: Contractor shall properly segregate, label, test, containerize, and dispose of all paint and solvent wastes. Said wastes shall be stored in closed top metal drum(s) at all times. Paint wastes shall tested by the Contractor using the TCLP and other applicable SW-846 methods, or

evaluated against listed wastes. Paint wastes shall be disposed of in accordance with all applicable state and federal regulations. The Contractor shall submit to the Fort Lee Hazardous Waste Program Manager the location of the intended disposal site and copies of the disposal sites permits or other certificates/licensure which authorizes the disposal site to accept the waste material; this information shall be submitted by the Contractor no later than 15 days prior to commencing work and in a manner coordinated with the Hazardous Waste Program Manager to meet applicable regulatory requirements. The paint waste shall be properly classified; waste includes: (i) used and unused paint and solvents; (ii) paint mixed with blast media; (iii) paint dust/particles, and (iv) solvent and rag/wipe waste Reference Contract Data Requirements List (CDRL) A008.

d. Manifests / Weekly Inspections: Contractor shall comply with all applicable VADEQ and USEPA regulations for waste disposal, including 40 CFR Part 745. If wastes are determined to be hazardous by regulatory criteria, any waste-containing receptacles/containers cannot leave Fort Lee premises until a completed manifest is reviewed and signed by Fort Lee's Hazardous Waste Program Manager, or their designee. If the Contractor knows a quantity of hazardous waste shall be generated, the Contractor shall arrange to have the material removed from Fort Lee premises within 72 hours of generation. If this cannot be accomplished, the Contractor shall contact the Hazardous Waste Program Manager as necessary to coordinate the storage of waste containers on Fort Lee premises for less than 90 days, as necessary. Contractor shall dispose of hazardous waste generated on site in containers procured by the Contractor. Contractor shall dispose of hazardous wastes at an appropriate landfill and/or treatment center. Reference Contract Data Requirements List (CDRL) A009.

e. Hazardous Waste Contact Information: Contractor shall send copies of preliminary and subsequent samples, manifests, and weekly inspection records to Fort Lee's Hazardous Waste Program at 825 19th Street, Fort Lee, VA Bldg. 6005, 23801-1530 or call to arrange hand-delivery @ 804-734-3811.

f. Solid Waste: Contractor shall dispose of non-hazardous solid waste generated on site in containers procured by the Contractor. Contractor shall dispose of non-hazardous solid waste at an appropriate sanitary landfill. The Contractor shall submit to the Fort Lee Hazardous Waste Program Manager the location of the intended disposal site and copies of the disposal sites permits or other certificates/licensure which authorizes the disposal site to accept the waste material; this information shall be submitted by the Contractor no later than 2 working days upon receiving and in a manner coordinated with the Hazardous Waste Program Manager to meet applicable regulatory requirements. Reference Contract Data Requirements List (CDRL) A004, A010 and A012.

g. Ambient Air: 15 business days prior to commencement of restoration activities, the Contractor shall provide a qualitative discussion sufficient to indicate the Contractor's actions shall comply with regulations under the Clean Air Act (CAA) with respect to ambient air concentrations of lead and other pollutants of potential concern. The Contractor shall utilize capture equipment that shall obtain an adequate removal / capture efficiency which shall prevent particulate matter and/or metals concentrations to violate ambient air quality standards at Fort Lee at the worksite and fence line; however, it shall be the sole responsibility of the Contractor to ensure full compliance with the CAA throughout the period of performance for the related contract. Reference Contract Data Requirements List (CDRL) A011.

- h. Air Monitoring: As necessary to comply with applicable regulatory requirements, the Contractor shall implement an air monitoring program to ensure adequate levels of protection are afforded to Contractor personnel and other parties who may be exposed to ambient air potentially affected by these operations.
- i. Volatile Organic Compound (VOC) Work Practice Standards: Volatile organic compounds shall not be intentionally spilled, discarded in sewers, or stored in open containers, or handled in any other manner that would result in evaporation beyond that consistent with good air pollution practices for minimizing emissions.
- j. Solvent: Depending on the type of solvent cleaning equipment, the Contractor will be subject to 9 VAC 5-40-3260 (Rule 4-24), Emission Standards for Solvent Metal Cleaning Operations Using Non-Halogenated Solvents. As part of an effective ozone control strategy, operations that use solvents should employ pollution prevention measures such as use of non or low-VOC content solvents. As well, HAP emissions can be reduced by substituting very low HAP (less than five percent) or HAP-free exempt products. A HAP-free water reducible product should be used for cleaning paint guns and lines. Notably, the decision and authority to use an alternative product must follow the appropriate implementation route. Although methyl ethyl ketone (MEK) was recently delisted as a HAP, it is not to be considered a viable alternative solvent. Ozone depleting chemical (ODC) solvents shall not be used during course of this project.
- k. Fugitive Dust Control: Contractor shall not cause or permit any materials or property to be handled, transported, stored, used, constructed, altered, repaired or demolished without taking reasonable precautions to prevent particulate matter from becoming airborne. Such reasonable precautions include, but are not limited to, the following:
- i. Use, where possible, of water or chemicals for control of dust in the demolition of existing buildings or structures, construction operations, the grading of roads or the clearing of land.
 - ii. Application of asphalt, water, or suitable chemicals on dirt roads, materials stockpiles and other surfaces which may create airborne dust or the paving of roadways and maintaining them in a clean condition.
 - iii. Installation and use of hoods, fans and fabric filters to enclose and vent the handling of dusty materials. Adequate containment methods shall be employed during sandblasting or other similar operations.
 - iv. Open equipment for conveying or transporting materials likely to create objectionable air pollution when airborne shall be covered or treated in an equally effective manner at all times when in motion.
 - v. The prompt removal of spilled or tracked dirt or other materials from paved streets and of dried sediments resulting from soil erosion. (9 VAC 5-40-90)
- l. Lead OSHA Requirements: Contractor shall comply with all applicable OSHA requirements, including those set forth by 29 CFR 1926.6.

m. Work Plans: Not less than 15 days prior to beginning work the Contractor shall submit a work plan to the contracting officer to include, but not limited to, the following elements: (a) location, quantity and description of how abatement / restoration is to be accomplished; (b) required notifications and schedule Contractor shall use to comply with notification deadlines, requirements; (c) Contractor's and subcontractor's current licensing, certifications ([TSCA sections 402/404](#)), fit test, work practices, air sampling; and (d) drawings of the locations of negative air machines, decontamination units, and hazardous waste containers. Reference Contract Data Requirements List (CDRL) A005.

n. Generators / Vehicles / Construction Equipment (misc.): All pollutant emitting equipment shall operate in strict accordance with Virginia Regulation 9VAC 5-40-5670 PART II Emission Standards, ARTICLE 41 "Emission Standards For Mobile Sources (Rule 4-41)". In the event a unit fails to meet these criteria, the operator must shutdown the unit immediately and in a manner that ensures safety; the operator must perform repairs or replace the unit with a unit that can be operated in a manner that adheres to this regulation.

o. Control of Rainwater Runoff: Contractor shall adequately control rainwater entering the work area and control rainwater runoff as necessary to mitigate potential contamination from leaving the work area and contaminating clean areas adjacent to the Rail Gun. Contractor shall isolate the work area as necessary to prevent migration of potentially contaminated runoff. Contractor shall take samples of potentially contaminated water throughout the project to determine pollutant of potential concern concentrations as necessary to direct appropriate disposition of wastewater generated from these activities. It is the Contractor's responsibility to provide for the proper segregation, labeling, testing, and containment of wastewater generated.

p. Fines & Penalties: Contractor shall be responsible for and pay fines and penalties resulting from activities and report all instances of non-compliance and notification of enforcement actions to the Fort Lee Environmental Management Office, immediately (IAW AR 200-1).

q. Audits & Inspections: Contractor shall cooperate with program audits and inspections conducted by Fort Lee personnel and their contractors, the Department of the Army and their contractors, and federal and state regulators and shall notify Fort Lee Environmental Management Office personnel prior to announced environmental regulatory inspections or during unannounced environmental regulatory inspections.

r. Material Data Safety Sheets: Contractor shall maintain Material Safety Data Sheets (MSDS) or other vendor information on-site for each: paint, blasting material, resin, catalyst, solvent, cleaning solution or other substance used. Reference Contract Data Requirements List (CDRL) A013.

s. Monthly Usage Reports: Contractor shall report the following material usage data to Fort Lee's Air Quality Program for all paints, resins, catalysts, solvents, cleaning solution, or other substances identified no later than the 5th business day of each month for the previous month's usage:

i. Name of Product Used

- ii. Volume of Product Used (gallons)
- iii. Density of Product Used (pounds / gallon)
- iv. Weight Percent of VOCs (%)
- v. Weight Percent of Solids (%)
- vi. Weight Percent of Hazardous Air Pollutants (e.g. benzene, ethylbenzene, ethers, hexane, toluene, etc.)
- vii. Amount of blast media utilized, containerized.
- viii. Amount of other waste materials as specified by Fort Lee's Hazardous Waste Program Manager

Reference Contract Data Requirements List (CDRL) A014.

H.5. EFFECTIVE DATE:

This section is effective as of date of contract award and shall remain in effect for an indefinite period, or until such time that both parties agree to make changes, or relevant operations no longer reside at USAG-Fort Lee.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	JUN 2014
52.217-8	Option To Extend Services	NOV 1999
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7006	Billing Instructions	OCT 2005
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.223-7001	Hazard Warning Labels	DEC 1991
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION (AUG 2008)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must include an affirmative response from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS/ATTACHMENTS

Contract Data Requirements List (CDRL).

List of attachemnts

Exhibit A	CDRL's A001 - A004
Exhibit B	CDRL's A005 - A008
Exhibit C	CDRL's A009 - A012
Exhibit D	CDRL's A013 - A014