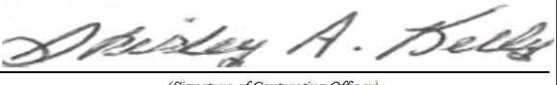


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING C9E	PAGE OF PAGES 1 88	
2. CONTRACT (Proc. Inst. Ident.) NO. W91ZLK-04-D-0014		3. EFFECTIVE DATE 01 Jul 2004		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. W81FT74175S111			
5. ISSUED BY ACA ABERDEEN PROVING GROUND - W91ZLK KO DIRECTORATE OF CONTRACTING 4118 SU SQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE W91ZLK	6. ADMINISTERED BY (If other than Item 5)			CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) WESTON SOLUTIONS, INC. 1400 WESTON WAY WEST CHESTER PA 19380		8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			9. DISCOUNT FOR PROMPT PAYMENT		
					10. SUBMIT INVOICES 2 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM
		CODE 2M222	FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS-ROCK ISLAND - HQ0303 OPERATIONS LOCATION, BUILDING 68, ATTN: ROCK ISLAND IL 61299-8300		
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS-ROCK ISLAND - HQ0303 OPERATIONS LOCATION, BUILDING 68, ATTN: ROCK ISLAND IL 61299-8300			CODE HQ0303	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$15,211,505.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	62 - 70
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 12	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	13 - 54	X	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	55	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	71 - 77
X	F	DELIVERIES OR PERFORMANCE	56 - 57				
X	G	CONTRACT ADMINISTRATION DATA	58 - 59	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	78 - 87
X	H	SPECIAL CONTRACT REQUIREMENTS	60 - 61	X	M	EVALUATION FACTORS FOR AWARD	88
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 1 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER SHIRLEY A. KELLY / CONTRACTING OFFICER TEL: 410-278-0854 EMAIL: Shirley.Kelly@apg.army.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		08-Jul-2004	

Section B - Supplies or Services and Prices

AWARD

a. The Government intends to award TWO or more contracts from this solicitation. Tasks will be competed among the contractors on a trade-off or low cost basis.

TYPE OF CONTRACT

a. The basic contracts will be issued on an Indefinite Delivery/Indefinite Quantity basis, in accordance with FAR 16.504.
 b. The Individual delivery orders issued under the basic contract will be performance based and normally issued on a firm fixed price. Occasionally time and materials orders maybe issued.

SUBCONTACTING GOALS

The following subcontracting goals are provided to assist offerors in preparing subcontracting plans (not required by small businesses):

- Small Businesses: 23%
- Small Disadvantaged Businesses: 5%
- Women Owned Small Businesses: 5%
- HUBZone: 3%
- Verteran Owned Small Businesses: 5%
- HBCU/MI: 5%

CONTRACT MINIMUM

a. The Government will issue a delivery order against each contract in the amount which will total at least \$500,000.00 which is the minimum guaranteed amount.
 b. The Government may place additional delivery orders with the contractor in accordance with Section I.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period : 1year from date of award				
	Full accomplishment of the scope of work required by Section C, Description/Specifications Estimated period of Performance: 1 July 2004 through 30 June 2005.				
				NET AMT	
	ACRN AA Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101			Dollars, U.S.		
	FUNDING				
	FFP				
	PURCHASE REQUEST NUMBER: W81FT74175S111				

NET AMT \$0.00

ACRN AB Funded Amount \$500,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		(b) (4)	Lot	(b) (4)	(b) (4)
	LEVEL OF EFFORT ESTIMATED				
	FFP				
	The price entered here is the total price for the 1 year base period for the estimated hours in Attachment No. 1 (which contains annual estimates of labor)				

NET AMT (b) (4)

ACRN AA Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Materials, Parts, Subcontract Services T&M for base year.	(b) (4)	Lot	(b) (4)	(b) (4)

APPLICABLE BURDEN PERCENT	ESTIMATED UNBURDENED AMOUNT	ESTIMATED BURDENED AMOUNT
(b) (4)	(b) (4)	(b) (4)

NOTE: Fill in a Burden Percentage Rate in the above blocks if applicable. If no rate applies, enter "0" and enter in the amount line of CLIN 0001AB. If rate applies, multiply the Burdened Amount and add the result of the Burdened Amount. Enter the Estimated Burdened Amount in the amount line of CLIN 0001AB. The applicable burden shall include all appropriate indirect costs allocated to direct materials, parts and components exclusive of profit/fee. For evaluation purposes, the column titled "Estimated Burdened Amount" will be included in the total proposal cost.

TOT ESTIMATED PRICE	(b) (4)
CEILING PRICE	
ACRN AA Funded Amount	\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Analytical Services -Estimated FFP For base year. See Section H. "Pricing for Analytical Services. ESTIMATED ANALYTICAL COSTS:	(b) (4)	Lot	(b) (4)	(b) (4)

NET AMT	(b) (4)
ACRN AA Funded Amount	\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Option Period 1 (Contract Year 2)				

Full accomplishment of the scope of work required by Section C,
Description/Specifications Estimated period of Performance: 1 July 2005 through
30 June 2006.

NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	LEVEL OF EFFORT ESTIMATED FFP	(b) (4)	Lot	(b) (4)	(b) (4)

The price entered here is the total price for the 1 year base period for the estimated
hours in Attachment No. 1 (which contains annual estimates of labor)

NET AMT

ACRN AA Funded Amount

(b) (4)

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	Material, Parts, Subcontract Services T&M for Option year 1.	(b) (4)	Lot	(b) (4)	(b) (4)

APPLICABLE ESTIMATED ESTIMATED
 BURDEN UNBURDENED BURDENED
 PERCENT AMOUNT AMOUNT

(b) (4)

NOTE: Fill in a Burden Percentage Rate in the above blocks if applicable. If no rate applies, enter "0" and enter in the amount line of CLIN 0002AB. If rate applies, multiply the Burdened Amount and add the result of the Burdened Amount. Enter the Estimated Burdened Amount in the amount line of CLIN 0001AB. The applicable burden shall include all appropriate indirect costs allocated to direct materials, parts and components exclusive of profit/fee. For evaluation purposes, the column titled "Estimated Burdened Amount" will be included in the total proposal cost.

TOT ESTIMATED PRICE (b) (4)
 CEILING PRICE

ACRN AA Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	Analytical Services - Estimated FFP For Option Year 1. See Section H. "Pricing for Analytical Services." ESTIMATED ANALYTICAL COSTS:	(b) (4)	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ACRN AA Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Option Period 2 (Contract Year 3)				

Full accomplishment of the scope of work required by Section C,
Description/Specifications Estimated period of Performance: 1 July 2006 through
30 June 2007.

NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	LEVEL OF EFFORT ESTIMATED FFP	(b) (4)	Lot	(b) (4)	(b) (4)

The price entered here is the total price for the 1 year base period for the estimated
hours in Attachment No. 1 (which contains annual estimates of labor)

NET AMT

ACRN AA Funded Amount

(b) (4)

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	Materials, Parts, Subcontract Services T&M for Option year 2.	(b) (4)	Lot	(b) (4)	(b) (4)

APPLICABLE ESTIMATED ESTIMATED
 BURDEN UNBURDENED BURDENED
 PERCENT AMOUNT AMOUNT

(b) (4)

NOTE: Fill in a Burden Percentage Rate in the above blocks if applicable. If no rate applies, enter "0" and enter in the amount line of CLIN 0003AB. If rate applies, multiply the Burdened Amount and add the result of the Burdened Amount. Enter the Estimated Burdened Amount in the amount line of CLIN 0001AB. The applicable burden shall include all appropriate indirect costs allocated to direct materials, parts and components exclusive of profit/fee. For evaluation purposes, the column titled "Estimated Burdened Amount" will be included in the total proposal cost.

TOT ESTIMATED PRICE (b) (4)
 CEILING PRICE

ACRN AA Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION	Analytical Services -Estimated FFP For Option Year 2 - See Section H. "Pricing for Analytical Services". ESTIMATED ANALYTICAL COSTS:	(b) (4)	Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ACRN AA Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option Period 3 (Contract Year 4)				

Full accomplishment of the scope of work required by Section C,
Description/Specifications Estimated period of Performance: 1 July 2007 through
30 June 2008.

NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	LEVEL OF EFFORT ESTIMATED	(b) (4)	Lot	(b) (4)	

FFP

The price entered here is the total price for the 1 year base period for the estimated
hours in Attachment No. 1 (which contains annual estimates of labor)

NET AMT

(b) (4)

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	Materials, Parts, Subcontract Services FFP for Option year 3.	(b) (4)	Lot	(b) (4)	(b) (4)
	APPLICABLE BURDEN PERCENT	ESTIMATED UNBURDENED AMOUNT		ESTIMATED BURDENED AMOUNT	
(b) (4)					

NOTE: Fill in a Burden Percentage Rate in the above blocks if applicable. If no rate applies, enter "0" and enter in the amount line of CLIN 0004AB. If rate applies, multiply the Burdened Amount and add the result of the Burdened Amount. Enter the Estimated Burdened Amount in the amount line of CLIN 0001AB. The applicable burden shall include all appropriate indirect costs allocated to direct materials, parts and components exclusive of profit/fee. For evaluation purposes, the column titled "Estimated Burdened Amount" will be included in the total proposal cost.

	NET AMT	(b) (4)
Funded Amount		\$0.00
FOB: Destination		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC OPTION	Analytical Services -Estimated FFP For Option Year 3. See Section H. "Pricing for Analytical Services" ESTIMATED ANALYTICAL COSTS: \$1,284,105.95.	(b) (4)	Lot	(b) (4)	(b) (4)
				NET AMT	(b) (4)
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Option Period 4 (Contract Year 5)				

Full accomplishment of the scope of work required by Section C,
Description/Specifications Estimated period of Performance: 1 July 2008 through
30 June 2009.

NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	LEVEL OF EFFORT ESTIMATED FFP	(b) (4)	Lot	(b) (4)	(b) (4)

The price entered here is the total price for the 1 year base period for the estimated
hours in Attachment No. 1 (which contains annual estimates of labor).

NET AMT

ACRN AA Funded Amount

(b) (4)

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB OPTION	Materials, Parts, Subcontract Services FFP for Option year 4.	(b) (4)	Lot	(b) (4)	(b) (4)
	APPLICABLE BURDEN PERCENT	ESTIMATED UNBURDENED AMOUNT		ESTIMATED BURDENED AMOUNT	
(b) (4)					

NOTE: Fill in a Burden Percentage Rate in the above blocks if applicable. If no rate applies, enter "0" and enter in the amount line of CLIN 0004AB. If rate applies, multiply the Burdened Amount and add the result of the Burdened Amount. Enter the Estimated Burdened Amount in the amount line of CLIN 0005AB. The applicable burden shall include all appropriate indirect costs allocated to direct materials, parts and components exclusive of profit/fee. For evaluation purposes, the column titled "Estimated Burdened Amount" will be included in the total proposal cost.

NET AMT

(b) (4)

ACRN AA Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC OPTION	Analytical Services - Estimated FFP For Option Year 4. See Section H. "Pricing for Analytical Services". ESTIMATED ANALYTICAL COSTS:	(b) (4)	Lot	(b) (4)	(b) (4)
(b) (4)					

NET AMT

(b) (4)

ACRN AA Funded Amount

FOB: Destination

Section C - Descriptions and Specifications

SOW

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C.36.3	TASK ORDER MEETING REPORT
C.36.4	ACCIDENT OR INCIDENT REPORT
C.36.5	ENVIRONMENTAL DOCUMENTATION
C.36.6	MISCELLANEOUS REPORTS
C.36.6.1	TECHNICAL REPORTS
C.36.6.2	OTHER REPORTS
C.36.6.3	REPORT FORMATS
C.37	OPERATIONS SECURITY (OPSEC)
C.37.1	OPSEC MEASURES
C.37.1.1	SYSTEMATIC ANALYSIS OF ACTIVITIES AND PROCEDURES
C.37.1.2	UNCLASSIFIED INTELLIGENCE INDICATORS

C.37.1.3	CONTROL OF UNCLASSIFIED SENSITIVE INFORMATION
C.37.1.4	COMPUTER SECURITY
C.38	CONTRACTOR PERSONNEL AND QUALIFICATIONS
C.38.1	QUALIFICATION STANDARDS
C.38.1.1	PROFESSIONAL LEVEL 5
C.38.1.2	PROFESSIONAL LEVEL 4
C.38.1.3	PROFESSIONAL LEVEL 3
C.38.1.4	PROFESSIONAL LEVEL 2
C.38.1.5	PROFESSIONAL LEVEL 1
C.38.1.6	TECHNICAL LEVEL 3
C.38.1.7	TECHNICAL LEVEL 2
C.38.1.8	TECHNICAL LEVEL 1
C.38.1.9	LABORER LEVEL 3
C.38.1.10	LABORER LEVEL 2
C.38.1.11	LABORER LEVEL 1

TITLE: Base Environmental Support (BEST) Contract (UNRESTRICTED)

C.1 **BACKGROUND:** Aberdeen Proving Ground (APG), to include Edgewood Area, is located in Harford County, Maryland, near the head of the Chesapeake Bay, with two sections, Carroll Island and Graces Quarters, located in Baltimore County. Aberdeen Proving Ground's location, at the head of the Chesapeake Bay, requires proactive action by APG to conduct operations in a environmentally sound manner. The Chesapeake Bay is a recognized national treasure and worldwide resource. All environmental matters at APG are under the guidance of the Director of Safety, Health and Environment (DSHE). The mission of DSHE is to provide Installation-wide support in maintaining compliance with all applicable Federal and State environmental regulations. In addition to ensuring regulatory compliance, DSHE identifies existing or potential environmental hazards and develops initiatives to improve Installation environmental compliance to enhance and protect APG's natural, cultural, and archeological resources. The DSHE is also responsible for implementation of APG's Installation Restoration Program (IRP).

C.2 **OBJECTIVE:** The objective of the BEST contract is to provide, on a task order basis, technical environmental engineering expertise that may include sampling and analysis of various media and waste services in support of APG mission, as well as all other agencies included within the U.S. Army Contracting Agency (ACA) and the IRP, along with construction and operations of remedial systems. This contract is available for use for all activities with the ACA, so long as such usage does not conflict with the requirements of DSHE at APG.

C.3 **ACRONYMS:** The following are typical acronyms found throughout the contract.

ACGIH	- American Conference of Governmental Industrial Hygiene
AEC	- U.S. Army Environmental Center
AF	- Augmentation Force
AMC	- Army Materiel Command
AMCR	- Army Materiel Command Regulations
APG	- Aberdeen Proving Ground
APGR	- Army Proving Ground Regulations
AR	- Army Regulation
ARAR	- Applicable or Relevant and Appropriate Requirements
AST	- Aboveground Storage Tank
ASTM	- American Society for Testing and Materials
CERCLA	- Comprehensive Environmental Response, Compensation and Liability Act
CFR	- Code of Federal Regulations
COMAR	- Code of Maryland Regulations
COE	- Corps of Engineers
COR	- Contracting Officer's Representative
CWA	- Clean Water Act

DA	- Department of the Army
DO	- Delivery Order
DOD	- Department of Defense
DNR	- Department of Natural Resources (State of Maryland)
DSHE	- Directorate of Safety, Health and Environment
EA	- Environmental Assessment
EIS	- Environmental Impact Statement
EO	- Executive Order
EOD	- Explosive Ordnance Disposal
EP	- Extraction Procedure
EPA	- Environmental Protection Agency
ESA	- Endangered Species Act
FIFRA	- Federal Insecticide, Fungicide, and Rodenticide Act
FNSI	- Finding of No Significant Impact
FRP	- Faculty Response Plan
GIS	- Geographic Resources Analysis Support
GRASS	- Geographic Resources Analysis Support
HM	- Hazardous Material
HW	- Hazardous Waste
IAG	- Inter-Agency Agreement
ICAD	- Individual Chemical Agent Detector
ID	- Identification
IRP	- Installation Restoration Program
CO	- Contracting Officer
MDE	- Maryland Department of the Environment
MDDNR	- Maryland Department of Natural Resources
MCIC	- National Crime Informant Center
NEPA	- National Environmental Policy Act
NIOSH	- National Institute for Occupational Safety and Health
NOI	- Notice of Intent
NPDES	- National Pollutant Discharge Elimination System
NRC	- Nuclear Regulatory Commission
OPA	- Oil Pollution Act
OSHA	- Occupation Safety and Health Administration
P2	- Pollution Prevention
P/L	- Permits/Licenses
PA/SI	- Preliminary Assessment/Site Investigation
PAM	- Army Pamphlets
PAS	- Preliminary Assessment Screening
PC	- Personal Computer
PCBS	- Polychlorinated Biphenyls
PPA	- Pollution Prevention Act
QA/QC	- Quality Assurance/Quality Control
RCRA	- Resource Conservation and Recovery Act
REC	- Record of Environmental Consideration
RI/FS	- Remedial Investigation/Feasibility Study
ROD	- Record of Decision
SARA	- Superfund Amendments and Reauthorization Act
SDWA	- Safe Drinking Water Act
SPCCP	- Spill Prevention Control and Countermeasures Plan
SSHP	- Site Specific Safety and Health Plan
SOP	- Standing Operating Procedure
SW	- Solid Waste
T&M	- Time and Material

TCLP	- Toxicity Characteristic Leaching Procedure
TM	- Technical Manuals
TSCA	- Toxic Substance Control Act
TSD	- Treatment Storage and Disposal
USAAPGSAR	- U.S. Army Aberdeen Proving Ground Support Activity Regulation
USFWS	- U.S. Fish and Wildlife Service
UST	- Underground Storage Tank
UXO	- Unexploded Ordnance
VOC	- Volatile Organic Compounds

C.4 APPLICABLE DOCUMENTS: All work shall conform with applicable Army, Federal, State, and local environmental regulations and accepted professional practices. It is the contractor's responsibility to obtain listed references except where provided. The following list is not all inclusive:

C.4.1 ARMY REGULATIONS (AR):

AMCR 385-100, U.S. Army Materiel Command Safety Manual
 AR 28-1, Army Recreational Services
 AR 50-6, Nuclear and Chemical Weapons and Materials Chemical Surety
 AR 50-6-1, Chemical Agent Security Program
 AR 75-15, Responsibilities and Procedures for Explosive Ordnance Disposal
 AR 200-1, Environment Protection and Enhancement
 AR 200-2, Environment Effects of Army Actions
 AR 200-4, Cultural Resources Management 22 May 00
 AR 380-5, Information Security Program
 AR 385-11, Safety, Ionizing Radiation Protection
 AR 385-64, Ammunition and Explosives Safety Standards
 AR 405-80, Utilization of Real Estate
 AR 415-90, Real Estate: Disposal of Real Estate
 AR 415-15, Military Construction
 AR 420-40, Cultural Resources
 AR 420-46, Water and Sewage
 AR 420-47, Solid and Hazardous Waste Management
 AR 420-74, Natural Resources - Land, Forest and Wildlife Management
 AMC Suppl 1 to AR 420-74, Natural Resources - Land, Forest and Wildlife Management
 TECOM Suppl 1 to AR 420-74, Natural Resources - Land, Forest and Wildlife Management

C.4.2 ABERDEEN PROVING GROUND REGULATIONS (APGR):

USAAPGSAR 10-1, Mission, Organization and Functions Regulation
 APGR 200-1, Environmental Quality Control (EQC) at APG
 APGR 200-41, Wastewater Discharge Management
 APGR 200-60, Environmental Quality Hazardous Waste Management
 APGR 200-61, Environmental Quality Handling Polychlorinated Biphenyls (PCBs)
 APGR 200-70, Environmental Quality Radioactive Waste Management
 APGR 210-5, Recreational Hunting and Trapping at APG
 APGR 210-10, Use and Navigation of the Restricted Water of APG and Control of Commercial Fishing and Crabbing
 APGR 210-26, Recreational (Non-Commercial) Fishing and Crabbing Rules
 APGR 385-3, Safety Radiation Protection
 APGR 385-4, The APG Safety and Occupational Health Program

C.4.3 ARMY PHAMPLETS (PAM):

DA Pam 420-7, Natural Resources - Land, Forest and Wildlife Management

C.4.4 ARMY TECHNICAL MANUALS (TM):

TM 5-629, Herbicide Manual for Noncropland Weeds
 TM 5-630, Ground Maintenance and Land Management
 TM 5-631, Woodland Management
 TM 5-632, Military Entomology Operational Handbook
 TM 5-633, Fish and Wildlife Management

C.4.5 DOD DIRECTIVES/INSTRUCTIONS/MANUALS:

DOD 4150.7, Pest Management
 DOD 4160.22, Recovery and Utilization of Precious Metals
 DOD 4165.59, DOD Implementation of the Coastal Zone Management Act
 DOD 4170.6, Natural Resources – Fish and Wildlife
 DOD 4170.7, Forest Management
 DOD 4170.8, Soil and Water Management
 DOD 5500.5, Natural Resources Conservation and Management
 DOD 6050.2, Use of Off-road Vehicles

C.4.6 EXECUTIVE ORDERS (EO):

EO 11643, Environmental Safeguards on Activities for Animal Damage Control of Federal Lands, as amended by EO 11870 and EO 11917
 EO 11644, Use of Off-road Vehicles on the Public Lands
 EO 11870, Amending EO 11643, Environmental Safeguards on Activities for Animal Damage Control on Federal Lands
 EO 11917, Amending EO 11643, Relating to Environmental Safeguards on Activities for Animal Damage Control on Federal Lands
 EO 11987, Exotic Organisms
 EO 11988, Floodplan Management, as amended by EO 12148
 EO 11989, Off-road Vehicles on Public Lands, amending EO 11644
 EO 11990, Protection of Wetlands
 EO 12099, Federal Compliance with Pollution Control Standards
 EO 12856, Right-To-Know Law and Pollution Prevention Requirements, Federal Compliance
 EO 13007, Indian Sacred Sites, 24 May 1996
 Presidential Memorandum for Heads of Executive Departments and Agencies, dates 29 April 1994: Government-to-Government Relations with Native American Tribal Governments

C.4.7 CODE OF FEDERAL REGULATIONS (CFR):

CFR 10, Code of Federal Regulations
 CFR 29, Code of Federal Regulations Part 1910, 1910.120
 CFR 32, Code of Federal Regulations Part 655
 CFR 33, Code of Federal Regulations
 CFR 36 79, Curation of Federally-owned Architects
 CFR 36 800, Code of Federal Regulations
 CFR 40, Code of Federal Regulations Parts 60, 61, 85, 86, 87, 110, 112, 116, 122, 124, 129, 141, 143, 144, 173, 225, 243, 260 through 270, 271, 280, 300, 355, 761, 1500 through 1508
 CFR 49, Code of Federal Regulations

C.4.8 FEDERAL STATUTES:

American Indian Religious Freedom Act of 1978

(1) Archeological and Historic Preservation Act of 1974

(2) Archeological Resources Protection Act of 1979

(3) Antiquities Act of 1906

Asbestos Hazard Emergency Response Act of 1986

Bald Eagle Protection Act

Clean Air Act 1991

Clean Water Act of 1977 (Federal Water Pollution Control Act)

Comprehensive Environmental Response, Compensation and Liability Act 1980.

Coastal Zone Management Act of 1972

Emergency Planning and Community Right-To-Know of 1986

Endangered Species Act of 1973

Federal Environmental Pesticide Control Act of 1972

Federal Insecticide, Fungicide, and Rodenticide Act

Federal Oil Pollution Act of 1973

Federal Pesticide Act of 1978

Federal Water Pollution Control Act

Fish and Wildlife Act of 1956

Fish and Wildlife Conservation Act of 1980

Fish and Wildlife Coordination Act

Intergovernmental Cooperation Act of 1968

Land and Water Conservation Fund Act of 1965

Marine Mammal Protection Act of 1972

Marine Protection, Research, and Sanctuaries Act of 1972

Migratory Bird Treaty Act

National Environmental Policy Act of 1969 as amended

National Historic Preservation Act of 1966 as amended

National Oil and Hazardous Substances Pollution Contingency Plan

Native American Graves Protection and Repatriation Act of 1990

Noise Control Act of 1972

Occupational Safety and Health Act of 1970

Oil Pollution Act

Pollution Prevention Act

Ports and Waterways Safety Act of 1972

Quiet Communities Act of 1978

Resource Conservation and Recovery Act

Rivers and Harbors Appropriation Act of 1899

Safe Drinking Water Act

Sikes Act

Soil and Water Resources Conservation Act of 1977

Superfund Amendment and Reauthorization Act of 1986**Toxic Substances Control Act****Wild and Scenic Rivers Act**

Wilderness Act 1964

Wildlife-Military Reservation Act 1960

1960 Public Law 86-797 Wildlife Conservation on Military Reservations

Public Law 89-669 Fish and Wildlife Conservation Act

1968 Public Law 90-465 Conservation Programs on Military Reservations

1969 Public Law 91-190 National Environmental Policy Act of 1969

1972 Public Marine Mammal Protection Act of 1972

1972 Public Law 92-532 Marine Protection, Research, and Sanctuary Act of 1972

1973 Public Law 93-452 Endangered Species Act of 1973

C.4.9 OTHER CITATIONS:**1987 Chesapeake Bay Agreement****1990 APG Federal Facility Agreement under CERCLA Section 120****1994 DOD/EPA Agreement on the Chesapeake Bay Initiatives****1994 APG/MDE Memorandum of Understanding****Title 10 USC 2671 Military Reservation and Facilities; Hunting, Fishing and Trapping****ANSI-American National Standard Specifications; S1.4A-1985, S1.401-1984, S1.13-1971****(R-1976), S3.23-1986, S12.7-1986.**

International Electrotechnical Commission Publication 804 (1985), "Integrating Averaging Sound Level Meters."
 Federal Interagency Committee on Urban Noise (1980), "Guidelines for Considering Noise and Land Use Planning and Control." USACERL, Technical Report N-184 (1984), "Rotary Wing Aircraft Noise Measurements: Analysis of Variations and Proposed Measurement Standard."

C.4.10 CODE OF MARYLAND REGULATIONS:

All applicable Titles in Code of Maryland Regulations, especially Title 26 (environmental) series and Title 8.

C.5 STATEMENT OF WORK: The contractor, as an independent contractor and not as an agent of the Government, shall:

C.5.1 GENERAL: Furnish the necessary resources, except for those delineated as Government furnished property or assistance, to meet the performance requirements set forth herein. The DSHE shall issue negotiated Task Orders to the contractor, in the form of Dos for contractual work described in this Statement of Work. In general, engineering support will be required to perform a variety of work including, but not limited to the following:

- (1) Studies, reports, summaries, data collection, calculations, and plans;
- (2) Environmental impact statements and assessments;
- (3) APG Strategic Environmental Compliance Plan update Assistance;

(4) Regulatory Permit preparation documentation and monitoring;

(5) Inspections, surveys, field and laboratory evaluations and general environmental monitoring. On a quarterly basis, the contractor shall arrange for and present an update briefing on the status of all task orders in progress or completed during the previous quarter. The briefing will be an in-progress review given to the Contracting Officer's Representative (COR), action officers, and the DSHE management staff. An agenda shall be provided a week in advance and a synopsis of meeting minutes shall be provided a week after the conduct of the quarterly update.

C.5.2 PROGRAM MANAGEMENT: Provide sufficient program management and program quality assurance for performance of this contract to ensure both timely and cost effective management and quality products and results. Costs associated with program management and program quality assurance shall be included in the contractor's overhead. The Contractor's Performance Management Plan shall be submitted within 30 days after contract award to the COR and will be used internally by the contractor to ensure work is accomplished IAW contract specifications. The COR may use the Plan as one of the methods of surveillance of contractor operations.

C.5.3 PERIOD OF SERVICE: Complete all work and services under this contract in accordance with schedules that are established in each delivery order. Data submittal dates will be included in the individual delivery orders. Dates established will include completion of task order along with dates that submittals shall be provided to the COR. In special emergency circumstances, as determined by the COR, the contractor shall be required to provide 24-hour response for performance of a task order.

C.5.4 PERMITS/LICENSES (P/L): Possess all required P/L and be responsible for obtaining P/L from Federal, State, Army, and local agencies, as may be required for each delivery order. Permits shall be obtained in close coordination with and approved by the COR. Any sub-contractor utilized by the contractor shall be subject to the same P/L requirements as the prime.

C.5.5 DATA MANIPULATION AND ANALYSIS: Using the APG data and data developed by the contractor, organize, enter, manipulate, and analyze information in the format and on the schedule established in the delivery order. The completion of task orders shall require the contractor to collect data from various organizations at APG, independently of DSHE. The contractor will be provided available information and organizational points of contact.

C.5.6 GEOTECHNICAL REQUIREMENTS: Describe in detail the specific geotechnical requirements related to the delivery order. The contractor shall perform all necessary field work and analysis to address the appropriate geotechnical requirements. The investigative services to be provided for under individual delivery orders generally consist of, but are not limited to, performing investigations to determine the geology, groundwater conditions, contaminant concentration, contaminant migration, and foundation characteristics as well as any other related geotechnically related tasks required for the successful completion of delivery orders.

C.5.7 EMPLOYEE IDENTIFICATION: Ensure that all employees are openly displaying some form of identification (pin, hat, shirt, or jacket, etc.) as a "contractor employee" while performing work under this contract.

C.5.8 PUBLIC AFFAIRS: Not disclose any data generated or reviewed under this contract. The contractor shall refer all requests for information regarding this contract to the COR.

C.5.9 PHASE-IN PERIOD: Briefing by the COR on:

- (1) Technical requirements of the contract;
- (2) Applicable SOPs;
- (3) Tour of the facilities;
- (4) Transfer of responsibility to the contractor for government-furnished equipment;
- (5) Establishment of the day-to-day contractor-government interface procedures.

During this phase-in period, the contractor will also be provided with copies of APGR dealing with safety, security, and other pertinent subjects. Attendees shall be limited to the contractor's working leader personnel. This phase-in period will be conducted during a 2-day period prior to the contractor's performance of work. The contractor shall

possess all required training to perform services under this contract. If additional site-specific training by APG personnel is provided, the contractor may be charged man-hours for the use of APG personnel for this purpose.

C.5.10 PHASE-OUT PERIOD: Allow the successor contractor access to observe and become familiar with all operations conducted by the incumbent contractor, within the final 60 calendar day period prior to the end of the contract. The contractor shall not defer any needed services for the purpose of avoiding responsibility or transferring such responsibility to the successor contract.

C.5.11 REPORTS: Ensure that all reports generated under this contract shall be in accordance with requirements of section C.36.2. Additional report requirements may be added in the individual delivery orders.

C.6 TECHNICAL REQUIREMENTS: In addition to other future tasks that may be determined by delivery orders, specific technical requirements covered by this contract are addressed in paragraph C.7 through C.37.1.4 (the 1st-digit indicates the main technical task).

C.7 AIR POLLUTION: The contractor shall: provide technical engineering support for APG to ensure compliance with Federal, State, and local air pollution regulations.

C.7.1 AIR EMERGENCY EXERCISES: Conduct air emergency exercises on a semiannual basis. Provide written report of the results of the exercise and evaluate tenant compliance with APG's response procedures. The contractor shall conduct employee commute survey and prepare associated reports.

C.7.2 AIR INSPECTIONS: Conduct quarterly inspections of all facilities requiring permits/licenses. Inspections shall be conducted to ensure compliance with operating permits, SOPs, sound environmental engineering practices, and all applicable Army, Federal, State, and local regulations.

C.7.3 AIR VISIBLE EMISSIONS/INCIDENTS: Investigate reports of visible emissions and air pollution incidents. Document in writing the complaint, violations of applicable regulations, notifications, and recommendations for correcting the incident. Report verbally to the COR within 1-hour of completion of investigation of incident, followed by written report.

C.7.4 AIR COMPLIANCE: Review, evaluate, and make recommendations in writing on all aspects of APG's air pollution control program to ensure compliance with applicable regulations. Review and evaluate all new air pollution regulations and make recommendations in writing of the impact on APG's compliance status.

C.7.5 AIR PERMITS: Collect data and prepare air permit applications for DSHE review and approval on construction of new facilities, as required by applicable regulations and the renewal of existing permits. This may include the review of construction specifications/drawings for environmental impact.

C.7.6 AIR INVENTORY: Update annually the APG air emissions inventory. Enter current inventory data into database. Demonstrate APG compliance utilizing appropriate screening analysis or computer modeling.

C. 7.7 AIR REPORTS: Report in writing the annual fuel usage and days of operation for all registered air emission sources for the (DSHE) Environmental Engineering Branch's review before DSHE submission to Maryland Department of the Environment (MDE).

C.8 SOLID WASTE (SW): The contractor shall: provide engineering support concerning Installation solid waste handling, collection, treatment, storage, disposal, and permitting requirements, to ensure APG is in full compliance with all applicable Army, Federal, State, and local regulations and guidelines. The effort may include evaluation of refuse collection and disposal in terms of regulatory compliance. The following types of requirements may be required from the contractor. This list is not all inclusive and is provided to give an indication of the types of work that may be required.

C.8.1 SW COMPLIANCE: Perform a solid waste compliance review to ensure APG is in compliance with all existing and proposed Army, Federal, State, and local regulations and guidelines and good engineering practice.

C.8.2 SW INSPECTIONS/PERMITS/SAMPLING: Conduct inspections and prepare reports for DSHE for submission to the State of Maryland, prepare recommendations for standing operating procedures, collect data and prepare permit applications for DSHE review, perform sludge sampling and analysis in conjunction with permit applications, perform data evaluation, collect samples and perform physical and chemical analysis, and prepare waste handling and disposal guidance, etc..

C.8.3 SW MANAGEMENT PLAN: Collect data and prepare update of the APG solid waste management plan for DSHE review.

C.8.4 RECYCLE PLAN: Collect data and prepare APG's recycling management plan for DSHE review.

C.9 HAZARDOUS WASTE (HW): The contractor shall: provide engineering support to assist in maintaining APG's compliance with Army, Federal, State, and local hazardous waste regulations. This support will include, but not be limited to, the following:

C.9.1 HW PCB PLANS: Prepare Polychlorinated Biphenyl Management Plans/Surveys as identified in specific delivery orders.

C.9.2 HW PERMITS/SURVEYS: Develop, acquire, prepare, review, and rewrite hazardous waste permits, permit modifications, management plans, regulations, surveys and associated documents which support APG's hazardous waste program.

C.9.3 HW INSPECTIONS: Provide compliance inspections of satellite/90-day and TSD facilities.

C.9.4 HW TRAINING: Develop hazardous waste training documents and visual aids/programs, including safety requirements.

C.9.5 HW MINIMIZATION: Develop/design hazardous waste minimization plans/programs/engineering systems proposals.

C.9.6 HW AUDIO-VISUAL: Provide technical and audio-visual support to special hazardous waste projects, plans, and boards.

C.10 Reserved

C.10.1 Reserved

C.10.2 Reserved

C.10.3 Reserved

C.10.4 Reserved

C.10.5 Reserved.

C.11 Reserved

C.11.1 Reserved

C.11.2 Reserved

C.11.3 Reserved.

C.11.4 Reserved

C.11.5 Reserved

C.11.6 Reserved

C.11.7 Reserved

C.12 WATER QUALITY (WQ): The contractor shall: provide engineering support to the Installation to ensure compliance with the Clean Water Act and Safe Drinking Water Act to include, but is not limited to:

- (1) Wastewater Discharge Program compliance:

- (2) Drinking Water Program compliance;
- (3) Stormwater Program compliance;
- (4) Wetlands Program compliance;
- (5) Sediment Erosion Control/Stormwater Management.

C.12.1 WASTEWATER (WW): Provide support to the Wastewater Program to include, but not be limited to:

- (1) Performing program compliance reviews to ensure APG's compliance with all applicable Army, Federal, State, and local regulations;
- (2) Facility Sanitary System inspections (e.g., wastewater treatment facilities, washracks, sewage lift stations, sanitary sewage collection systems) to ensure APG compliance with applicable regulations and good engineering practice;
- (3) On-site Septic System and sewage holding tank inspections, to insure APG compliance with applicable regulations and good engineering practice;
- (4) Wastewater discharge surveillance and reporting for monthly review of wastewater treatment facility and discharge monitoring reports for process adjustment;
- (5) Wastewater discharge surveillance and reporting for monthly review of permitted industrial outfalls, discharge monitoring reports for process adjustment, and for compliance of the Underground Injection Control Program;
- (6) Sampling and analysis of Wastewater Treatment Facility discharges and permitted industrial discharges;
- (7) Assist in preparation of wastewater NPDES permit applications for discharge to Maryland's waters;
- (8) Review APG wastewater (NPDES permits and recommend actions to ensure compliance with all permit conditions;
- (9) Prepare sanitary sewers inventory and repair prioritization conduct sewer monitoring;
- (10) Prepare a Standard Operating Procedure (SOP) for wastewater treatment plants.

C.12.1.1 WW DISCHARGE MANAGEMENT PLAN: Revise and update APGR 200-41, Water Management Discharge (APG Pretreatment Program), monitor industrial discharges to sanitary sewer system, conduct evaluations and make recommendations to reduce discharges utilizing pollution prevention guidance and techniques, and monitor compliance with APG sewer use requirements of NPDES permits.

C.12.1.2 ENVIRONMENTAL EFFLUENT MONITORING: Conduct monitoring of facility effluents for both regulated and unregulated pollutants for the purpose of demonstrating and/or evaluating regulatory compliance and pollution abatement performance. Conduct dye tests and inspections of facility effluents to determine the ultimate discharge point.

C.12.2 DRINKING WATER (DW): Provide support to the Drinking Water Program to include, but not be limited to:

- (1) Perform program compliance reviews to ensure APG's compliance with all applicable Army, Federal, State, and local regulations;
- (2) Facility Drinking Water System inspections (e.g., water treatment facilities, water distribution systems, water tanks, etc.) to ensure APG compliance with applicable regulations and good engineering practice;
- (3) Drinking water surveillance including review of APG water surveillance program to ensure it meets the standards set by Federal and State regulations for drinking water;
- (4) Obtain all water quality monitoring data and review for compliance and process adjustment;
- (5) Prepare water withdrawal permits and ensure renewal of existing water withdrawal permits as required. Prepare semiannual water withdrawal reports for submittal to COR;
- (6) Prepare a Standing Operating Procedure (SOP) for water treatment plants;
- (7) Provide written reports of drinking water quality parameters monthly to COR;
- (8) Conduct inspections and follow-up as part of backflow prevention program concerns at APG.

Inspection report will include, but not be limited to:

- (a) Locations of inspection;
- (b) Photos;

(c) Evaluations;

(9) Sample and analyze rain water, finished water, and water at representative points throughout the drinking water distribution system for the following analysis:

(a) Trihalomethanes;

(b) Inorganic and Organic Compounds;

(c) Others as required by the Safe Drinking Water Act (SDWA).

Prepare reports of sample results for submittal to COR.

C.12.3 WQ SAMPLING: Provide surface water analysis: sample and analyze various media (surface water, wastewater, sludge, sediment, etc.) for the full range of parameters as requested by APG in conjunction with permit applications. Sampling and analysis should be conducted and documented to ensure Quality Assurance/Quality Control (QA/QC) procedures are adequate to render the results as legally valid data. Applicable procedures shall be followed as specified in the sampling and analysis and QA/QC sections of this SOW as well as in the individual delivery orders.

C.12.4 WQ INSPECTION/COMPLIANCE: Inspect water and wastewater treatment plants. Review all daily operating logs and monthly reports for adherence to SOPs and compliance with all applicable regulations. Provide a written report to COR identifying all violations of regulations or procedures. Above tasks shall be conducted with particular attention to compliance with APG's NPDES permit conditions, the Clear Water Act, the Safe Drinking Water Act, and the corresponding COMAR including Erosion/Sediment Control and Stormwater Management.

C.13 SEDIMENT EROSION CONTROL/STORMWATER MANAGEMENT: The contractor shall: evaluate and develop a program which ensures APG's compliance with applicable Sediment Erosion and Stormwater Management regulations. Inspect all APG construction areas and report deficiencies for corrective actions. Evaluate APG's Stormwater Maintenance Plan and Best Management Practices for permanent stormwater structures and devices at APG and make recommendations for improvement. Prepare Corps of Engineers and DNR permit applications for those projects that require water quality certification.

C.14 SPILL PREVENTION CONTROL AND COUNTERMEASURES PLAN (SPCCP): The contractor shall: update the SPCCP and the Facility Response Plan as needed, incorporating current changes into existing Plan. Changes may evolve out of inspection of major potential spill sites and require addressing former deficiencies and/or incorporating new deficiencies into the update.

C.15 PETROLEUM PRODUCT STORAGE TANK MANAGEMENT: The contractor shall: conduct inspections of the UST (underground storage tanks) and AST (above ground storage tanks). Perform site investigation/characterization for possible contamination. This includes but is not limited to:

- (1) well installation;
- (2) field testing;
- (3) on-site laboratory analysis;
- (4) pump testing;
- (5) soil characterization;
- (6) slug testing, etc.

Provide investigation and inspection reports, recommendations and corrective action plan for DSHE approval. Provide design for all types of remediation systems, install all types of remediation systems and perform maintenance on new and exiting remediation systems. The contractor shall provide operation reports, maintenance reports, well logs, and contamination modeling, etc.

C.16 OIL OPERATION PERMIT: The contractor shall: collect data and prepare oil operation permit application for DSHE review and approval as required by applicable regulations, and prepare the application for the renewal of existing oil operation permits.

C.17 Reserved

C.17.1 Reserved

C.17.1.1 Reserved

- C.17.1.2 Reserved
- C.17.1.3 Reserved
- C.17.1.4 Reserved
- C.18 Reserved
- C.19 Reserved
- C.20 Reserved
- C.21 Reserved
- C.22 Reserved

C.23 GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT: The contractor shall: provide engineering support in conjunction with DSHE, in the operation, maintenance, and upgrade of the APG GIS. The GIS actions shall be coordinated with the DSHE GIS Project Manager.

C.23.1 DATABASES/INPUT: Develop and maintain databases in accordance with (IAW) the APG GIS Steering Committee's guidelines. Aberdeen Proving Ground is utilizing an Intergraph platform on both PC and SUN environments. The contractor shall collect and update data generated by all performer contractor and Government sources. This data shall be integrated into APG's GIS, following the APG GIS Steering Committee's guidelines. Data provided in all sections of this contract shall, at the direction of the project officer, be delivered in GIS (.DGN) form, following APG GIS Steering Committee's guidelines.

C.24 DATABASE MANAGEMENT SUPPORT: The contractor shall: give support consisting of developing and maintaining software and/or databases to support various DSHE project officer requirements as specified in the delivery order. The contractor shall also upload or manually enter existing data as specified in the delivery order. Any development shall be compatible in format to existing DSHE software and/or hardware.

C.24.1 COMPUTERS: Provide computers for typing and general administration of the contract which are the responsibility of the contractor. The contractor shall be required to obtain their own computer hardware, software, and supplies related to the contractor's function in the data management support area as specified in the delivery order.

C.25 SAMPLING AND ANALYSIS: The contractor shall: conduct field sampling and chemical analysis of various media for parameters as specified in each delivery order. The types of field and/or laboratory services anticipated under this contract include, but are not limited to:

- (1) waste characterization including ignitability, corrosivity, EP toxicity, TCLP, and reactivity as necessary for the determination of waste disposal and compatibility;
- (2) analysis of air, wipe, core, chip, sludge, water, soil, liquid wastes, and solid wastes, including PCB analysis;
- (3) quantitative on-site soil gas analysis using field gas chromatographic techniques;
- (4) off-site analysis of passive soil gas samples;
- (5) sampling and analysis of various environmental and biological media;
- (6) sampling and analysis of various media for radionuclides, to include, but not limited to Gamma Spectroscopy, Alpha Spectroscopy, inductively-coupled plasma/mass spectroscopy (ICP-MS) and kinetic phosphorimetric analysis (KPA);
- (7) sampling and analysis of wastewater priority pollutants including DO, BOD, TSS, phosphorus, nitrogens, metals, inorganic and organic compounds;
- (8) and sampling an analysis of primary and secondary Safe Drinking Water Act pollutants.

C.25.1 METHODOLOGY: Use analytical methods that include, but are not limited to, those presented in the latest revisions of EPS's SW 846 and EPA 600/479020, and Explosive Constituent methods performed by High Performance Liquid Chromatography as well as U.S. Army Environmental Center (AEC) analytical methods for chemical agent breakdown products and explosives. Analysis of air samples shall be performed by a laboratory which is currently a successful participant in the NIOSH PAT program and the methods used shall be NIOSH or applicable environmental regulations to remain in environmental compliance. Analysis of stacks for compliance with air pollution regulations using EPA methods for sampling and analysis is required.

C.25.2 SAMPLING SOURCES: Sample and analyze a myriad of possible not-toxic, toxic and/or hazardous source items, potentially consisting of, but not limited to: drums, compressed gas cylinders, waste piles, soils, sludges, contaminated buildings, debris, groundwater wells, wastewater discharges, surface waters, and other items associated with or containing potential or known hazardous and/or toxic wastes at sites across the Installation.

C.25.3 SPECIFIC SAMPLING SERVICES TO BE PERFORMED: Conduct chemical sampling and analysis for a wide variety of parameters as specified in each delivery order. These parameters will typically consist of organic and inorganic substances. Additionally, analysis for explosives, low-level radioactive nuclides and other chemicals may be required. The contractor may also be required (as specified in the delivery order) to perform analyses and to report data in accordance with the EPA contract Laboratory Program. The labs of the U.S. Army Edgewood Research, Development and Engineering Center (ERDEC) shall be used to analyze for chemical warfare agents when required. The contractor shall be responsible for the logistics in collecting and delivering these samples to ERDEC Laboratories for Government analysis. Additionally, the contractor shall utilize standards outlined by the Nuclear Regulatory Commission, MDE Nuclear Division, and all applicable regulations for the performance of radioactive material analysis.

C.25.3.1 SAMPLING HEALTH/SAFETY PLANS: The contractor shall be required under certain conditions of work, to prepare SOP's, sampling plans, and site specific health and safety plans IAW 29 CFR 1910.120. These shall be approved by the Installation Safety Division, DSHE, prior to any commencement of any field or lab work.

C.25.3.2 SOIL/SEDIMENT: Take soil and sediment samples and analyze for the parameters identified in each delivery order.

C.25.3.3 GAS CYLINDERS: Perform content sampling of toxic and non-toxic compressed gas cylinders, using field screening techniques, such as colorimetric indicator tubes and analyses as specified in the QA/QC Plan and each delivery order.

C.25.3.4 AIR/STACK: Conduct air samples and stack sampling as specified in each delivery order.

C.25.3.5 FIELD KITS: Where allowed by regulatory agencies, use field kits to screen oils and soils to determine the needed laboratory analysis.

C.25.3.6 BUILDING/CORES: Sample single or multi-storied buildings, either of wood frame, concrete, masonry, or steel construction, using core and wipe sampling techniques as specified in each delivery order (does not include asbestos sampling).

C.25.3.7 WELLS: Sample and analyze groundwater monitoring wells for the parameters identified in each delivery order (i.e., Volatile Organics (GC/MS), etc.).

C.25.3.8 DRUMS: Sample the contents of drums and containers which may be located in temporary or permanent storage areas or in solid waste management units.

C.25.3.9 SURFACE WATERS: Sample surface waters, sediments, and biota by boat (furnished by the contractor) in the various streams, rivers, and creeks in APG.

C.25.3.10 WASTEWATERS: Sample domestic and industrial wastewaters in:

- (1) the wastewater;
- (2) the water treatment plants;
- (3) the plant effluents;
- (4) the manholes;
- (5) various buildings;
- (6) and outfalls throughout APG.

C.25.3.11 TOXICITY TEST: The contractor shall: perform toxicity tests on organisms in accordance with all applicable Federal, State, and local regulations and guidelines and the requirements in the delivery order that may include, but not be limited to:

- (1) acute and chronic bioassays on benthic and soil invertebrates;
- (2) and in situ biomonitoring may be performed.

C.25.3.12 INTERNAL CONTROLS: All work shall be accomplished with adequate internal controls and review procedures which will eliminate conflicts, errors, and omissions and ensure the technical accuracy of all output. The contractor shall perform data validation as required in each delivery order.

C.25.3.13 TYPICAL CONTAMINANTS FOR ANALYSIS: The following table lists typical potential contaminants for which analysis would be required. This list is not considered all inclusive:

- (1) explosives and shock related compounds:
 - (a) 2, 4, 6-Trinitrotoluene,
 - (b) 2, 4-Dinitrotoluene,
 - (c) 2, 6-Dinitrotoluene,
 - (d) 1, 3, 5-Trinitrobenzene,
 - (e) 1, 3-Dinitrobenzene,
 - (f) Nitrobenzene,
 - (g) Cyclotetramethylenetetranitramine,
 - (h) 2, 4, 6-Trinitrophenylmethylnitramine,
 - (i) Pentaerythrioltetranitrite,
 - (j) 1-Guanaly-4-nitrosoaminoguanyl,
 - (k) Tetrazene,
 - (l) Picric acid,
 - (m) Cyclotrimethylenetrinitramine
 - (n) Lead Azide,
 - (o) Nitrocellulose,
 - (p) and Nitroglycerine;
- (2) CERCLA: Target Compound List and Target Analyte List;
- (3) metals: Antimony, Thallium, Arsenic, Zinc, Barium, Tin, Iron, Lead, Cadmium, Mercury, Chromium, Nickel, Chromium VI, Silver, Copper;
- (4) Resource Conservation and Recovery Act: ignitable wastes, corrosive wastes, reactive wastes, EP toxicity wastes, Toxicity Characteristics Leaching Procedure (TCLP) and other analyte;
- (5) volatile organics and other analytes;
 - (a) volatile organics,
 - (b) petroleum hydrocarbons,
 - (c) pesticides and polychlorinated biphenyls,
 - (d) base/neutral/acid extractable organics,
 - (e) polynuclear aromatic organics,
 - (f) phenols,
 - (g) alcohols,
 - (h) formaldehydes,
 - (i) ethers,
 - (j) cyanide,
 - (k) total organic carbon,
 - (l) total toxic organics,
 - (m) water quality parameters,
 - (n) pH
 - (o) and specific conductance;
- (6) inorganics: chlorine, ammonia, nitrate, nitrite, sulfates, sulfides, fluorine, selenium, bromine
- (7) radionuclides (gross alpha, beta and gamma radiation)
- (8) Maryland toxic air pollutants
- (9) chemical agent breakdown products

C.26 LABORATORY CAPABILITIES: The types of laboratory services anticipated under this contract include but are not limited to:

- (1) field and lab waste characterization including ignitability, corrosivity, TCLP, EP toxicity, and reactivity as necessary for determination of waste disposal and compatibility;
- (2) analysis of air, wipe, core, ship, sludge, water, soil, liquid wastes, and solid wastes including PCB analysis and full scan analyses;
- (3) quantitative on-site soil gas analysis using field gas chromatographic/mass spectrometry techniques;
- (4) off-site analysis of passive soil gas samples;
- (5) and analyses of various environmental and biological media. Methods required include, but are not limited to those presented in the latest revisions of EPA's SW 846 and EPA 600/4-79-020 and Explosive Constituent methods performed by High Performance Liquid chromatography as well as AEC analytical methods for chemical agent breakdown products and explosives. Analysis of air samples shall be performed by a laboratory which is currently a successful participant in the NIOSH PAT program and the methods used shall be NIOSH or EPA approved (as found in NIOSH's "Manual of Analytical Methods: and EPA 600/4-84041). Innovative or custom methodologies for the analysis of various matrices may be required. This may include bench or study scale testing. An important aspect of this task is the flexibility of the laboratory services with respect to turnaround times for analytical results as well as the ability to utilize nonstandard or innovative methods and procedures. Laboratory turnaround time, as defined from the time sample is taken or delivered to the contractor, until results are furnished to DSHE. This may be a crucial element in the successful completion of a delivery Order. Specific turnaround time shall be 3, 7, 10, or 30 working days as specified in each delivery order. The laboratory shall be a full service analytical laboratory (must be Maryland Certified by regulation) and must offer enough capacity to support subsequent delivery orders (see chain-of-custody requirement Section C.26.1.4.8).

C.26.1 EXTERNAL CERTIFICATION: The laboratory and any subcontract laboratory must participate in the State of Maryland Contract Laboratory Program for analyses of drinking water and other future applicable certification programs.

C.26.1.1 CHEMICAL QUALITY ASSURANCE/QUALITY CONTROL PLAN: The contractor shall: for certain delivery orders or for certain tasks within a particular delivery order, provide a Chemical QA/QC Plan. This plan shall provide the details of the procedures and equipment required to implement quality assurance and quality control, as well as sampling and analysis activities. The plan shall provide a decision chart describing any initial screening procedures and decision pathways employed to determine the appropriate analytical methods to be used. The site specific field and laboratory QA/QC plans shall be developed as required for each delivery order. The contractor shall supply the QA/QC Plan of the laboratory or laboratories that will be used as part of this sub-plan. The Chemical QA/QC Plan shall be prepared to meet the requirements of the EPA Contract Laboratory Program and the State of Maryland. The Chemical QA/QC plan shall be submitted to the COR and shall follow the format in EPA manuals, not being all inclusive: "Data Availability Objectives for Remedial Response Activities" and "Guidance for Data Usability in Risk Assessment" and minimally include:

- (1) project description;
- (2) organization;
- (3) responsibilities for field and laboratory activities;
- (4) and list of key individuals, data quality objectives.

Sampling protocols will include:

- (1) chain of custody;
- (2) sample management procedures;
- (3) laboratory management procedures;
- (4) system controls for laboratory data quality;
- (5) equipment calibration and maintenance procedures;
- (6) sampling and laboratory record keeping;
- (7) internal and external auditing;
- (8) corrective actions;
- (9) and quality control charts.

C.26.1.2 WIPE SAMPLES: The contractor shall follow current State of Maryland or EPA guidelines (whichever is the more stringent) for wipe samples.

C.26.1.3 SAMPLING REQUIREMENTS: The contractor shall have the responsibility of properly collecting, transporting, analyzing, and presenting data pertaining to chemical analysis. If the contractor does not follow the specified criteria and approved work plans, and thereby jeopardizes the samples, the COR will disapprove the samples and direct the contractor to resample, analyze, and present the data at no additional cost to the Government. If directed to do so by the COR, the contractor shall collect and send split samples to Federal and State regulators for their analysis. The contractor shall defend his results if there is disagreement between the samples analyzed by the contractor and the samples analyzed by a Federal or State regulator.

C.26.1.4 QA/QC TERMS: Utilize the following paragraphs, which describe terms for QA and QC samples.

C.26.1.4.1 QA/QC SAMPLES: Analyze samples for the purpose of assessing the quality of the sampling effort and of analytical data. The QA and QC samples include:

- (1) splits or replicates of field samples;
- (2) rinsate blanks;
- (3) trip blanks;
- (4) and background samples.

Quality control samples are collected by the sampling team for use by the contractor's laboratory. The identity of these samples is held blind to the analyst and laboratory personnel until data are in deliverable form. The purpose of the sample is to provide site specific field originated checks that the data generated by the contractor's analytical lab are of suitable quality. The QC samples shall represent approximately 10 percent of the filed samples or as required in each delivery order.

C.26.1.4.2 REPLICATE SAMPLES: Provide multiple grab samples collected separately, that equally represent a medium at a given time and location. This is typically required for most groundwater and surface water samples. Individual delivery orders shall specify the number of replicate samples required.

C.26.1.4.3 TRIP BLANK: Provide containers of organic-free reagent water that are kept with the field sample containers from the time they leave the laboratory until the time they are returned to the laboratory. Trip blanks shall only be used when the delivery order requires volatile organic analyses; therefore, the containers must contain no headspace. Generally, at a minimum, only one trip blank is needed for 1-day's sampling and shall satisfy trip blank requirements for all matrices for that day if the volatile samples are shipped in the same cooler. The number of blanks may be increased based on EPA/MDE comments and requirements.

C.26.1.4.4 RINSATE BLANK: Provide samples consisting of reagent water collected from a final rinse of sample equipment after the procedure has been performed. Only one rinsate blank is needed for 1-day's sampling and shall satisfy rinsate blank requirements for all matrices sampled using the sample equipment. The number of blanks may be increased based on EPA/MDE comments and requirements.

C.26.1.4.5 SAMPLING AND PRESERVATION PROCEDURES: Ensure that specific sampling, preservation, and shipping procedures are met. Requirements include adherence to all EPA methods, ASTM methods, NIOSH methods, or another accepted published method with CPR approval. All methods should be referenced to the most recent edition of their source. If a standard method is not available, the contractor or subcontractors shall propose a nonstandard method with validation data for approval by the COR.

C.26.1.4.6 SAMPLING EQUIPMENT: Ensure that sampling equipment directly contacting the sample shall be stainless steel, glass, or Teflon as appropriate depending on method used. The contractor shall ensure that proper cleaning of equipment between sampling events is such to prevent sample cross contamination.

C.26.1.4.7 FIELD DOCUMENTATION: Ensure that the system for identifying and tracking the samples shall include the recording of field data in permanently-bound notebooks with an appropriate method of relating the field data to the proper samples. All field documentation shall be done in indelible ink. Record keeping of field data shall include weather information at the time of sampling, field instrument measurements and calibrations if used, and any pertinent field observations. A copy of the field log sheets shall be submitted with the analytical data.

C.26.1.4.8 CHAIN-OF-CUSTODY AND TRANSPORTATION: The contractor shall (and all subcontractor labs used) ensure proper chain-of-custody is maintained for each sample collected, that all samples are correctly labeled, and that the transportation of the samples does not compromise the analytical results (i.e., temperature, holding times, etc.). The contractor shall maintain a chain-of-custody record to document sample possession from the time of collection to the time of analysis. The chain-of-custody record shall contain the following:

- (1) **sample number;**
- (2) **signature of collector;**
- (3) **date and time of collection;**
- (4) **place and address of collection;**
- (5) **sample type;**
- (6) **signature of persons involved in the chain of possession;**
- (7) **and inclusive dates of possession.**

C.26.1.4.9 DATA REDUCTION, VALIDATION, AND DOCUMENTATION: The contractor shall (when required) provide the equations, including units, required to calculate the concentration or value of the measured parameter. Any statistical procedures used for data review prior to reporting shall be included in data reports. Compounds identified in the samples shall be listed or tabulated with the best estimates of concentrations that can be made from the methods and techniques employed. Concentrations reported shall be accompanied by confidence limits or other comparable indications of the associated uncertainty. The concentrations shall be compared to appropriate Federal or State concentration limits for such contaminants. Data from field quality control samples and from relevant laboratory quality control samples shall also be included. The contractor shall also include method detection limits and permitted regulatory limits. All tabulated results in appropriate units of the chemical parameters specified in the DO shall be validated and signed (original signature) by the laboratory manager. If data cannot be validated, the laboratory manager shall provide detailed description of problems associated with the sample.

C.26.1.4.10 DATA REPORTING: The contractor shall provide the minimum data reporting requirements summarized in the following paragraphs.

C.26.1.4.11 SAMPLE IDs: The contractor shall prepare a tabular presentation identifying sample IDs which corresponds to the field notebook sample IDs, along with identifying all field duplicates and field blanks (including trip and rinsate blanks) as such. This table shall match all rinsates with their corresponding field samples as well as matching each trip blank with the samples that accompanied it during shipments. All samples must be appropriately packaged for shipment and be IAW laws and regulations pertaining to transportation of all types of samples across the road.

C.26.1.4.12 SAMPLE LABELS: The contractor shall use sample labels to prevent misidentification of samples. Gummed labels are adequate and shall include the following information:

- (1) sample number;
- (2) name of collector;
- (3) date and time of collection;
- (4) and place of collection.

Labels shall be affixed to sample containers prior to or at the time of sampling and shall be filled out at the time of collection.

C.26.1.4.13 SAMPLE SEALS: The contractor shall use sample seals to detect unauthorized tampering of samples from the time of collection to the time of analysis. The gummed seal shall have the following information:

- (1) sample number (this number will be identical to the number on the sample label);
- (2) name of collector;
- (3) date and time of collection;

(4) and place of collection.

The seal shall be attached in such a way that it is necessary to break it in order to open the sample container. Seals shall be affixed to containers before the samples leave the custody of the sampling personnel.

C.26.1.4.14 SAMPLE RECEIPT: The contractor shall complete and report a "Cooler Receipt Form" for all shipments for purposes of noting problems in sample packaging, chain-of-custody, and sample preservation for each sampling event.

C.26.1.4.15 STANDING OPERATING PROCEDURES: The contractor shall ensure that the contract laboratory shall have established Standing Operating Procedures (SOP), in accordance with SW-846. In the event the contractor changes any of the below listed SOPs, the contractor shall submit the changes to the COR not later than 10 days after the changes are made. The SOPs shall, as a minimum, address the following:

- (1) sample receipt, handling, storage, and control;
- (2) security, chain-of-custody, and document control;
- (3) hazardous waste disposal;
- (4) sample analysis (including types of analyses required herein, sample preparation, modifications to established methods, and peculiarities or instrumentation);
- (5) calibration of standards traceability, where feasible show traceability of standards to National Measurement systems (e.g., Environmental Protection Agency, National Institute of Technology and Standards, etc.);
- (6) ongoing or routine laboratory operations;
- (7) laboratory safety;
- (8) lab QA/QC;
- (9) data production, reduction, transcription, verification, review, distribution, and in-house storage;
- (10) and determination of detection limits;

C.26.1.4.16 DISPOSAL OF SAMPLE WASTE: The contractor shall ensure disposal unless otherwise instructed by the COR. The contractor shall be responsible for disposal of unused samples/sample extracts and used sample bottle/containers. Contractor disposal of samples and used containers shall be in accordance with Federal, State, and local environmental statutes. The contractor shall not dispose of any sample matter or used container sooner than 30 days after submittal of analytical results.

C.26.2 GENERAL ORGANIC AND INORGANIC REPORTING: The contractor shall report, for each analytical method run, all analysis for each sample as a detected concentration or as less than the specific limits of quantitation. Generally, all samples with out of control spike recoveries being attributed on matrix interferences shall be designated as such. All soil/sediment and solid waste samples shall be reported on a dry weight basis with percent moisture also reported. The contractor shall report dilution factors for each sample as well as the date of extraction and date of analysis.

C.26.2.1 INTERNAL QUALITY CONTROL REPORTING: The contractor shall as a minimum, analyze internal quality control samples at rates specified in the specific methods.

C.26.2.1.1 BLANKS/SPIKES: The contractor shall ensure that the following shall be reported as required and appropriate:

- (1) laboratory blanks (method and instruments blanks);
- (2) surrogate spike samples (reported organic reports when the method required surrogate spikes);
- (3) matrix spike samples;
- (4) laboratory duplicates and/or matrix spike duplicate pairs;
- (5) field duplicates and filed blanks;
- (6) and any internal quality control laboratory control standards.

C.26.2.1.2 CONTRACT DATA RETENTION: The contractor shall ensure that the contract laboratory or the contractor hold and make available all project raw data for a period of three years after the samples have been analyzed.

C.26.2.1.3 **SITE PHOTOS**: The contractor shall provide photographs of field sampling procedures and sample sites which shall be included in data reports. The photographic requirements shall be identified in the delivery order. Note: a camera pass must be obtained from the DSHE Security Officer through the COR prior to any photography on the Installation.

C.26.2.1.4 **REPORT FORMAT**: : The contractor shall submit all data reports in a booklet form.

C.27 **INSTALLATION RESTORATION PROGRAM (IRP) SUPPORT**: The contractor shall: perform all IRP efforts as required in each delivery order and in accordance with all applicable Army, Federal, State, and local regulations and guidelines. The contractor shall perform all work in accordance with the procedures specified in the Generic Work Plan for CERCLA Remedial Investigation/Feasibility Study to include Appendix J, Standing Operation Procedures. Unless otherwise specified in the delivery order, the contractor shall enter all data generated for the IRP into APG's data management system. The contractor shall validate all chemical analysis data unless otherwise specified in the delivery order.

C.27.1 **RI/FS STUDIES**: As specified in each DO, review, prepare, and implement work plans to conduct Remedial Investigation/Feasibility Studies as required in each delivery order. These activities shall require the contractor to conduct:

- (1) scooping;
- (2) collection and evaluation of existing data and data generated under this contract;
- (3) identification of remedial investigation objectives;
- (4) preparation of management plans, and work plans;
- (5) health and safety plans;
- (6) quality assurance plans;
- (7) identification of data management procedures;
- (8) and identification and review of institutional issues arising from Federal, State, and local

regulations, policies and guidelines.

Typical RI/FS field efforts shall include, but not be limited to:

- (1) installation of monitoring wells;
- (2) collection of environmental samples;
- (3) geophysical survey;
- (4) soil gas surveys, etc.

The contractor shall follow the format in writing all RI/FSs for delivery orders as prescribed in EPA's manual, "Guidance For Conducting RI/FS Under CERCLA Interim Final." The contractor shall:

C.27.1.1 **BENCH PILOT STUDIES**: The contractor shall conduct bench and pilot scale studies as required in each delivery order to obtain data to select as required in each delivery order to obtain data to select a remedial alternative which will address waste treatability, scale-up of innovative technologies, technology application issues, and evaluation of specific alternatives.

C.27.1.2 **FOCUSED FEASIBILITY STUDIES**: The contractor shall conduct focused feasibility studies as required in each delivery order to assess and to implement interim and final remedial actions.

C.27.1.3 **RISK ASSESSMENTS**: The contractor shall conduct risk assessments and biotoxicity testing in accordance with EPA and State of Maryland guidelines and procedures, and as required in each delivery order.

C.27.1.4 **RECORDS OF DECISIONS**: The contractor shall prepare proposed plans and Records of Decisions for the IRP sites as required in each delivery order.

C.27.1.5 **COMMUNITY RELATIONS**: The contractor shall provide community relations support for the IRP as required in each delivery order. This may include, but is not limited to:

- (1) Preparation and distribution of factsheets and questionnaires;
- (2) Coordination, attendance and setup of public meetings and information displays;

- (3) Preparation, coordination, and publishing of newspaper ads, and press releases;
- (4) Preparation and coordination of a Community Relations Plan for APG's IRP.

C.27.1.6 FEDERAL FACILITY AGREEMENT/IAG SUPPORT: The contractor shall provide general Federal Facility Agreement/IAG support for the Irp, as necessary to comply with all applicable CERCLA regulations and guidance documents, and as required in each delivery order. This may include, but is not limited to:

- (1) maintenance of the APG Administrative record;
- (2) files management;
- (3) preparation and coordination of correspondence;
- (4) preparation of IRP guidance manuals and procedures;
- (5) tracking of milestones and suspenses;
- (6) preparation of progress reports, factsheets, meeting minutes, proposed plans, work plans, statement of work, and Records of Decisions;
- (7) review of documents, etc.

C.27.1.7 NEPA : Prepare NEPA documents and remedial designs as required in each delivery order.

C.27.1.8 REMEDIAL DESIGNS: Prepare remedial designs as required in each DO.

C.27.1.9 REMOVAL ACTIONS: Perform removal actions, interim remedial actions, and remedial actions as required in each delivery order.

C.27.1.10 INTER-AGENCY AGREEMENT (IAG) SUPPORT: The contractor shall provide to APG the technical/administrative assistance support necessary to comply with the IAG in accordance with applicable CERLA regulations and guidance documents.

C.27.1.11 MILESTONE TRACKING: The contractor shall provide tracking of milestones and suspense dates including all suspenses, meetings, and milestone dates for each study area. The contractor shall provide long-term tracking sheets of anticipated deadlines for each study area.

C.27.1.12 FACTSHEETS: The contractor shall provide updates of the project factsheets. The contractor shall prepare and provide quarterly progress reports for each study area including transmittal letters.

C.27.1.13 ADVISORY BOARD: The contractor shall provide support for the Restoration Advisory Board meetings including preparing meeting announcement correspondence, preparing handouts, and taking meeting minutes.

C.27.1.14 PROJECT FILES: The contractor shall assemble and maintain a central project file for each study area in accordance with Army guidance.

C.27.1.15 DOCUMENT PREPARATION: The contractor shall prepare project statement of work in accordance with EPA/CERCLA guidance. The contractor shall prepare primary/secondary documents in accordance with EPA/CERCLA guidance. These include draft RODs, proposed plans, and work plans.

C.27.1.16 DOCUMENT REVIEWS: The contractor shall provide technical adequacy and completeness reviews for documents in accordance with CERCLA guidance.

C.27.1.17 DOCUMENTS/PERMITS: The contractor shall provide necessary technical documents/reports to obtain permits or to meet the technical requirements imposed by a permit for remedial actions.

C.27.1.18 ARARs: The contractor shall provide ARAR determination for remedial/interim remedial sections in accordance with guidance given in the IAG and all applicable regulations.

C.27.1.19 OPERATION AND MAINTENANCE: operate and maintain remedial systems as required in each delivery order.

C.27.1.20 LONG TERM MONITORING: collect, analyze and report environmental samples and perform maintenance of landfill covers, signs, fences, and other institutional controls as required in each delivery order.

C.28 UNEXPLODED ORDNANCE (UXO) SUPPORT: The contractor must comply with the following guidelines.

C.28.1 HAZARDOUS AREAS: Completion of any delivery order may require working in hazardous areas which may have been contaminated with unexploded ordnance (UXO). Each specific delivery order will identify potential UXO hazardous areas. The UXOs may be found throughout the Installation. The excavation permit will state if UXO sweeps will be required. Therefore, prior to any field work in a potential hazardous area, the contractor shall submit a plan of action to the COR. The contractor must show that work can be accomplished without exposure to UXO. The plan of action shall include methods which shall be employed to protect workers in hazardous areas. The plan shall also include procedures for cessation of work and evacuation of the site upon discovery of UXO.

C.28.1.1 UXO DETECTION: When UXO is detected and identified as potentially loaded with explosives, chemicals, propellants, or pryrotechnics, or when a buried object is exposed and cannot be identified as non-UXO, the contractor shall immediately report this to the Government Emergency Response Authorities and the Installation Safety Division. The location of the UXO will be marked with yellow survey marker flag. All activities on the site shall cease and all personnel shall evacuate the site to a safe observation distance. The UXO contractor shall maintain site access control and ensure personnel safety until the Government Emergency Response Authorities arrive and take control of the site. The contractor shall allow the Government EOD personnel sufficient time to accomplish field evaluation, render safe, recover and dispose of UXO per incident when an UXO is detected and identified.

C.28.1.2 UXO ID: The contractor shall: provide the necessary UXO personnel and equipment to locate, gain access, and identify surface and subsurface explosive ordnance encountered onsite. The geophysical tools/instruments may include seismic methods, metal detection, magnetometry, ground penetrating radar, resistivity, geophysical diffraction tomography, and electromagnetic induction. Geophysical tools/instruments must be suitable for the field condition and be capable of detecting buried UXO containing ferrous or non-ferrous materials in a size as small as a 20mm ordnance at a depth of two feet.

C.28.1.3 UXO REMOVAL: The contractor shall be required to provide all labor, materials, and components necessary to conduct survey as well as identification and removal of suspected UXO items. APG will provide support regular responses for reportable ordnance.

C.28.1.4 COMMUNICATIONS: The contractor shall provide 2-way communications on-site to communicate with on and off-site emergency response organizations as required.

C.28.1.5 CONTRACTOR QUALIFICATIONS: The contractor shall employ one of the following nine certified UXO organizations or a Government approved equal:

- (1) EHS International, Inc.
Route 1, Box 232
Belvidier, NC 27919
Telephone: 919-297-2991
- (2) Human Factors Applications, Inc.
Explosive Ordnance Disposal Division
700 Old Line Center, Suite 210
Waldorf, MD 20602-2513

Telephone: 310-705-5044

- (3) O.H. Materials Co.
16406 U.S. Route 224 East
P.O. Box 551
Findlay, OH 45839
- (4) Reactives Management Corp.
P.O. Box 2598
Chesapeake, VA 23320
Telephone: 804-436-1033
- (5) UXB International, Inc.
21641 Beaumeade Circle, Suite 301
Ashburn, VA 20147-6002
Telephone: (703) 724-9611
- (6) Geo-Centers, Inc.
10903 Indian Head Highway
Fort Washington, MD 20744
Telephone: 301-292-1010
- (7) EOD Technology, Inc.
10511 Hardin Valley Road, Bldg C
Knoxville, TN 37932
Telephone: 615-690-6061
- (8) Roy F. Weston, Inc.
1 Weston Way
West Chester, PA 19380-1499
Telephone: 610-701-7581
- (9) **USA Environmental, Inc.**
5802 Benjamin Center Dr.
Suite 101
Tampa, Fl 33634

C.28.1.6 ORGANIZATIONAL CRITERIA: The contractor shall apply the following criteria to certified EOD organizations in order to be considered equal to those listed. The UXO contractor shall:

(1) have a minimum of five years experience with UXO prior to initiation of work at APG under this contract;

(2) employ at least one master EOD Technician who holds a certificate of graduation from the U.S. Naval School, Explosive Ordnance Disposal, Indian Head, MD;

(3) employ at least three individuals rated as EOD Technicians who hold a certificate of graduation from the U.S. Naval School, Explosive Ordnance Disposal, Indian Head, MD and have at least five years experience in accepted procedures for detection, identification, and field evaluation of UXO;

(4) ensure no less than one Master and one EOD Technician shall be used for the survey team. The organization shall use only EOD Technicians who hold a certificate of graduation from the U.S. Naval School, Explosive Ordnance Disposal, Indian Head, MD, for potential UXO location and identification;

(5) ensure UXO sweeps in the Edgewood Area (including Pooles Island, Carroll Island, and Graces Quarters) will require the preparation of a site specific safety and health plan. This plan must be approved by the Installation Safety Division;

(6) ensure that the UXO personnel working on site must be trained and qualified to wear and use military gas masks and Mark I Antidote Kits. The use of government issued masks and antidote kits is required. The

use of contractor-owned masks will not be allowed. When required, the masks and antidote kits shall be carried by each UXO worker at all times while at the UXO site. The mask and antidote kits are to be used to enhance safe emergency evacuation. The masks and antidote kits will be issued through and controlled by the COR. In addition, the contractor shall provide, and each of his personnel shall wear, chemical resistant gloves. The 2-person team shall have one Individual Chemical Agent Detector (ICAD), for each excavation site/hole, when performing intrusive work. The ICAD shall be contractor provided. The ICAD shall be an Environmental Technologies Group, Inc., (1400 Taylor Ave., Baltimore, MD 21284-9840, Telephone: 410-321-5200), Part Number 2422800-3 or equal. No equal is known to exist. The contractor shall provide the ICADs in sufficient quantity to prevent any delay in the UXO search or in construction time. The ICADs require high maintenance and calibration down time. Spare units for each UXO team are recommended.

C.28.1.7 TOXIC AID BRIEFING: The UXO contractor employees will be considered Red Blood Cell Cholinesterase (RBC-CHE) Category C, IAW Army TB MED 40-8, which can be made available for consultation from the COR. The RBC-CHE's required annually by TB MED 40-8, must be performed by Kirk U.S. Army Health Clinic, located at the Edgewood Area Health Clinic, Building E4110, Edgewood Area of APG, MD. (The government will provide an annual toxic aid briefing (either written or verbal) to the contractor's employees. All on-site personnel must complete this briefing prior to performing any intrusive investigation or excavation on any site in the Edgewood Area.)

C.28.1.8 UXO REPORT: A final UXO report and two copies shall be prepared and submitted to the COR detailing what was located, where it was located (shown on a map), when it was found, and at what depth it was found.

C.28.1.9 CHEMICAL WARFARE MATERIAL: When an item of explosive ordnance is encountered that is known or suspected to contain chemical agent or chemical warfare material, operations shall cease immediately, the location marked, and the area evacuated except UXO specialists. The contractor shall dial "911" on a military phone, or 676-0960 on a commercial cellular phone immediately, which sets automatic emergency procedures into motion, including notification of the U.S. Army Technical Escort Unit. Contractor personnel are not authorized to handle explosives ordnance that contain chemical agent or chemical warfare material. Contractor personnel shall follow the instructions of the U.S. Army Technical Escort Unit Officer-in-charge regarding evacuation and decontamination. Contractor personnel shall be required to follow any required decontamination procedures.

C.28.1.10 UXO SECURITY: The contractor shall maintain site security/limit access until government EOD Team arrives.

C.28.1.11 UXO POSSESSION: Upon arrival on site, the Government EOD team will verify the item contains chemical warfare material and will assume possession of the item and responsibility for further reporting.

C.29 SAFETY AND HEALTH PROGRAM: Site activities in conjunction with a task may pose unique safety, chemical, and biological exposure hazards which require specialized expertise to effectively address and eliminate. Due to the potentially hazardous nature of this work and safety hazards associated with this type of operation, a thorough evaluation of the site and implementation of safety procedures are necessary to reduce the potential for accidents and to minimize risks to the workers. The contractor shall be responsible for preparing and implementing an effective Safety and Health Program for his/her personnel to encompass all aspects of on-site operations in cooperation with the APG Safety Office.

C.29.1 A SITE SPECIFIC SAFETY AND HEALTH PLAN (SSHP): A SSHP may be required for certain delivery orders. The plan shall follow the format set forth in the delivery order and shall be submitted to the COR for approval prior to work initiation for that particular task. The delivery order plan shall address the following (this list is not all inclusive):

- (1) monitoring the health of field personnel;
- (2) routine safety procedures;
- (3) emergency procedures;

- (4) procedures for preventing accidents, and protecting personnel from injury and occupational illness for all operations having a significant accident potential;
- (5) and personal protective equipment employed in execution of delivery orders for this requirement.

C.29.1.1 SSHP SUBMITTAL: The Corporate Safety and Health Plan shall be submitted within 10 days of contract award to the COR. Site Specific Plans or addendums must be submitted for delivery orders as required. The contractor shall provide proof of safety training for each employee working under this contract such as name of course and completion along with copies of certificates, diplomas, or other acceptable verification of course completion. The plan shall include schedules for all safety training, recertifications, regulatory updates as required by law, contractual, or contractor requirements. The plan must be approved by the Installation Safety Division and the Industrial Hygiene Section, Kirk U.S. Army Health Clinic. The Safety and Health Program shall comply with all Federal, State, and local health and safety requirements, e.g., the Occupational Safety and Health Administration requirements (29 CFR 1910.120), the EPA hazardous waste requirements (40 CFR 2260-270), the U.S. Army Materiel Command Safety Manual (AMCR 385-100) and the APG Safety and Occupational Health Program (APGR 385-4).

C.29.1.2 CERTIFIED INDUSTRIAL HYGIENIST: The contractor shall utilize the services of experienced Certified Industrial Hygienists to implement and oversee the Safety and Health Program and to develop, implement, and sign the Program document. Any changes to the established Program shall be at the direction and approval of the Certified Industrial Hygienist with concurrence of the COR and the Installation Safety Division.

C.29.1.3 PERSONAL PROTECTIVE EQUIPMENT (PPE): The contractor shall describe in detail and provide appropriate personal protective equipment to ensure workers, official visitors and government employees are not exposed to levels exceeding applicable OSHA and ACGIH standards for identified hazards for each operation identified in a delivery order. The contractor shall provide and maintain all personal protective equipment without additional cost to the Government. The contractor shall coordinate with the COR for the storage of all disposable sampling equipment and PPE once sampling has been completed. The COR will, in turn, coordinate the disposal of sampling equipment and PPE with the solid or hazardous waste personnel (once the analysis is returned and it has been determined the sampling equipment and PPE is a solid or hazardous waste). The contractor shall be responsible for the proper disposal of field screening test kits which contain hazardous chemicals.

C.29.1.4 MEDICAL SURVEILLANCE: All on-site and laboratory personnel shall have medical examinations meeting the requirements of 20 CFR 1910.120 prior to commencement of work including establishment of baseline cholinesterase (for personnel working in the Edgewood Area only). Additionally, these persons shall receive annual and termination (upon termination of employment) physicals. The medical examination results shall be evaluated by a board certified or board eligible licensed physician practicing occupational medicine to determine if the individual is physically fit for the work to be performed. Medical records shall be available for review by the COR upon request.

C.29.1.5 SAFETY PERMITS: Where required, Federal, State, and local safety permits shall also be obtained by the contractor. Copies of safety permits shall be furnished to the COR prior to performing operations which required the permits. Flame permits must be requested from the Fire Prevention and Protection Division, DSHE, prior to any work with an open flame. Excavation permits shall be requested from the Directorate of Public Works prior to any earth disturbance.

C.29.1.6 SAFETY INSPECTIONS: Safety inspections will be performed periodically by government personnel. Such inspections will be "impromptu" and the contractor shall be liable for any violations of safety regulations.

C.29.1.7 RECORD KEEPING: The contractor shall maintain safety inspection reports, accident/incident reports, medical certifications, training logs, monitoring results, etc. These logs can be inspected at any time by the COR during the life of the contract.

C.30 SURVEY REQUIREMENTS: All surveying work performed by the contractor shall conform to the following specifications:

C.30.1 GROUND CONTROL POINTS: Plastic or wooden hubs shall be used for all basic control points. Concrete monuments with 3.25-inch domed bronze, brass, or aluminum alloy survey markers (caps) and witness posts shall be established at each site when specified in the delivery order. The monuments dimensions shall be 4 inch X 4 inch at the top, 6 inch X 6 inch at the bottom, and 36 inches long. The number of monuments established at each site will be specified in each delivery order. The concrete monuments shall be located within the project limits, be set 50 feet from the edge of any existing roads in the interior of the project limits, and be a minimum of 1000 feet apart. The placement of all monuments, ground control points, etc., shall be coordinated with the COR to prevent destruction due to regular landscaping activities. Horizontal control (1:10,000) and vertical control (1:5,000) of third order or better shall be established for the network required for all the monuments. The caps for the new monuments shall be stamped in a consecutively numbered sequence which will also be specified by each delivery order. The dies for stamping the numbers and letters into these caps shall be 3/16-inch in size. All coordinates are to be referenced to the State Plane Coordinate System and all elevations are to be referenced to the 1929 National Geodetic Vertical Datum.

C.30.1.1 WELL LOCATION SURVEYS: A 3.25-inch diameter domed survey marker (cap) composed of brass or bronze shall be permanently set in the concrete pad surrounding each well as required by each DO. Coordinates and elevations shall be established for each soil boring and monitoring well. The horizontal coordinates shall be within 1.0 foot and referenced to the State Plane Coordinate System. Elevations within 0.01 foot shall be provided for the top of the casing at each well. These elevations shall be referenced to the 1929 National Geodetic Vertical Datum. The designated ID number and the elevation of the survey marker shall be stamped into the survey marker with 3/16-inch dies.

C.30.1.2 SURVEY DOCUMENTATION: The location, identification, coordinates, and elevations of all the control points recovered and/or established at the site, and all of the wells, soil borings, test pits, and water and sediment sampling points shall be plotted on a planimetric map (at a scale of 1 inch – 50 feet) to show their location with respect to surface features within the project area. A tabulated list of the monuments and the monitoring wells, including their coordinates and elevations, a “Description Card” for each monument established or used for this project, and all field books and computations shall be prepared and submitted to the COR for review. The tabulations shall consist of:

- (1) the designated number of the well;
- (2) soil boring or monument;
- (3) and the coordinates and all the required elevations.

The Description Card shall show:

- (1) a sketch of each monument;
- (2) its location relative to reference marks, buildings, roads, towers, etc.;
- (3) a written description telling how to locate the monument from a known point;
- (4) the monument name or number;
- (5) and the adjusted coordinates and elevations.

C.31 ENVIRONMENTAL RESOURCE CENTER: The contractor shall: organize and maintain a library of all applicable environmental, natural and cultural resources laws and regulations, as well as technical reports, professional journals, and reference materials for the DSHE. The library shall be maintained currently in two locations (and possibly two additional locations in the future): one location in the Aberdeen Area and one in the Edgewood Area. The contractor shall compile periodic summaries of new or changed laws and regulations, and prepare written or verbal summary presentations.

C.32 DELIVERY ORDER PROCEDURES: The contractor shall comply with the following guidelines.

C.32.1 FIRM FIXED PRICE (FFP) DELIVERY ORDERS: The contractor shall:

C.32.1.1 TASK FORMAT: Receive, prior to initiation of work on each task assignment, special instructions that will provide information to allow the contractor to prepare his task for proposal. The request for proposal will contain the following information:

- (1) task number;
- (2) task title;
- (3) contract number;
- (4) background and objectives;
- (5) statement of work;
- (6) items/data to be delivered;
- (7) completion date;
- (8) technical point of contact;
- (9) Government furnished property, if any;
- (10) and security report.

C.32.1.2 TASK PROPOSAL: Submit within seven calendar days, after receipt of the proposed task, unless otherwise authorized by the COR, a written proposal containing, as a minimum, the following:

- (1) task number;
- (2) task title;
- (3) contract number and date of work task proposal preparation;
- (4) purpose/objectives;
- (5) performing elements (include elements of the company or subcontractors, and brief description of their interface in the accomplishment of the task);
- (6) technical approach (include proposed deviations to the Government approach, such as additions or deletions of specific objectives of deliverables);
- (7) cost estimate (include man-hours per labor category, sampling and analysis, and any travel per diem or material/other direct labor);
- (8) and a Project Manager Technical Point of Contact shall be identified for each task..

If required, the Government and the contractor will negotiate to resolve any differences in positions needed to produce complete agreement on the terms of performing the tasks on a firm-fixed priced delivery order basis.

C.32.2 TIME AND MATERIAL (T&M) DELIVERY ORDER: When a fixed price cannot be established, task orders will be issued on a time and material basis. Time and Material delivery orders issued hereunder will be states as such, and each will include:

- (1) a statement that it is issued on a T&M basis;
- (2) the ceiling price;
- (3) a specific description of the work to be performed and data items to be delivered;
- (4) and the estimated date by which all effort and deliveries are to be completed.

C.33 MATERIALS, PARTS, COMPONENTS: Materials, parts, and components required for the performance of this contract shall be obtained and furnished by the contractor when not otherwise provided by the Government. Contractor obtained and furnished items shall be billed through the delivery order and shall be subject to the following constraints:

- (1) each item or service which has a list or anticipated price equal to or greater than \$100 and up to \$2500, including any shipping or handling charges, shall not be procured, installed, or billed to the Government without the prior specific approval of the COR;
- (2) for costs under \$100, the contractor shall forward documentation to the COR as to the basis of the expenditure within 15 days after the costs were incurred;
- (3) for those costs exceeding \$2500, approval shall be obtained from the COR prior to purchase.

When providing these materials, parts, and components, the contractor shall comply with the provisions in the clause in Section I entitled, "Competition in Subcontracting." Any variation in Delivery Order costs for each work assignment shall be approved in writing by the Task Contracting Officer.

C.34 TRAVEL: The contractor will be reimbursed in accordance with the Joint Travel Regulations for mileage to meetings at APG, and transportation to task order sites.

C.35 CONTRACTOR FACILITY: The contractor shall be totally responsible for the acquisition, installation, and ultimate removal of an office facility or renting office space as appropriate within 20 miles radius by road of APG. This facility is to house the contractor's office personnel and necessary equipment to perform functions related to the contract effort. Aberdeen Proving Ground will not be providing trailer or storage facilities on APG proper.

C.36 DELIVERABLE DATA: The contractor shall provide the following data as applicable in the performance of work. All written reports and plans for both draft and final submissions shall be printed on paper which has a minimum 50 per cent recycled content. Letters, reports, and computer data generated under the contract shall become property of the DOD and distribution to any other source by the contractor, unless authorized by the COR, is prohibited.

C.36.1 PERFORMANCE/PROGRESS AND COST REPORT: The contractor shall report the status of each applicable task monthly in a Performance/Progress and Cost Report shall be presented monthly, in a meeting to the COR and any applicable government personnel. The report shall provide current status and projected requirements of funds, man-hours, and work completion. The report is used for evaluation of contractor progress. For T&M task orders, the contractor shall include:

C.36.1.1 MAN-HOURS: Total man-hours expended by technical categories or program tasks cumulative total man-hours to date, and percentages of total man-hours spent to date. State whether or not remaining hours are sufficient to complete the task.

C.36.1.2 FUNDS: Total funds expended, by task, for the month; cumulative total funds spent to date; and percentage of total contract funds spent to date. State whether or not remaining funds are sufficient to complete the task.

C.36.1.3 WORK COMPLETION: For both T&M and Firm-Fixed Price task orders, the contractor shall include "Work Completion": percentage of work completed, by tasks during the month, and cumulative percentage of total contract work completed to date. Two (2) copies must be submitted to the COR and one copy to the KO. Frequency shall be monthly (NLT 5 working days after the last day in the calendar month). First report submitted 30 days after contract award date.

C.36.2 TECHNICAL REPORT: A technical report provides full documented results of studies or analyses performed. The format shall be as follows:

- (1) the report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using originals;
- (2) test shall be prepared on standard letter size paper (8 1/2 X 11);
- (3) when attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report;
- (4) and the content of the report shall include:
 - (a) a title page that identifies the report by providing contract number, project name or purchase description title, delivery order number, and reporting date;
 - (b) table of contents;
 - (c) a section "I" that includes:
 1. introduction;
 2. summary – a brief statement of results obtained from the analytic effort;
 3. conclusions and their condensed technical substantiations;
 4. and a section "II" that includes a complete and detailed description of the analytic results which led to the conclusions stated in Section "I" above.

There can be up to five (5) draft reports and ten (10) final reports submitted to the COR. The frequency shall be specified by the task order and/or as required. Revisions are required within 30 days of COR comments. Final report is due 15 days after the COR approval of draft.

C.36.3 **TASK ORDER MEETING REPORT:** Meeting reports shall record the minutes of periodic meetings between key contractor and key government personnel to review jointly the project (task order) progress to date, reach decisions on major problem areas and determine the future course of the project, or any other interaction between the contractor and other government tenant activities. The content of the report shall include:

- (1) company letterhead (8 1/2 X 11);
- (2) project name
- (3) date
- (4) location of meeting
- (5) date of meeting;
- (6) and name of individuals attending and organizations represented.

Content of report shall summarize each item which was discussed at the meeting using the following guidelines:

- (1) item – state briefly the item (or problem);
- (2) discussion – summarize pertinent information associated with the item;
- (3) recommendation – both the contractor’s and the project manager’s recommendations shall be

listed unless they are the same;

(4) action – a brief statement of what agreements were reached, actions required by the contractor and/or project manager, the action officer(s) and/or officer(s) required, and all key dates;

- (5) and a list of meeting attendees.

The contractor shall submit one (1) copy of the draft report to the COR no later than five (5) working days after the meeting. The contractor shall revise the report within three (3) working days from receipt of comments on the draft. Upon approval from the COR, the contractor shall submit the final meeting reports to all meeting attendees.

C.36.4 **ACCIDENT OR INCIDENT REPORT:** The accident or incident report shall describe specific information applicable to an accident or incident involving chemical agents or any event that qualifies as an accident or incident. The format shall be in a contractor selected format. The content shall be as follows:

- (1) date and time of the accident or incident;
- (2) location of the accident or incident;
- (3) quantity and type of material, weapon(s) or container(s), and /or chemical agent (s);
- (4) description of property damage and personnel casualties;
- (5) type of carrier (if one involved);
- (6) type of operation (i.e., laboratory analysis, field testing, logistical movement, storage

inspection, maintenance, demilitarization, disposal, etc);

- (7) description of the accident or incident;
- (8) whether a weapon or container burned, detonated (to what degree), or was exposed to fire;
- (9) details of any existing chemical hazard or contamination, or explanation of

circumstance(s)/condition(s) requiring emergency disposal;

- (10) condition of chemical weapon or container, including fuzing (if applicable);
- (11) measures taken to ensure safety and security;
- (12) any other pertinent information, including cause factors, if known, decision making process

for determining the necessary corrective or emergency action (plus alternatives considered), and any possible political implications;

- (13) state corrective actions recommended, or method of disposal and earliest date which disposal will be accomplished, if appropriate;
- (14) and assistance required (i.e., Augmentation Force (AF), Explosive Ordnance Disposal (EOD),

etc.).

If malfunction of equipment is involved, the report shall contain the following information:

- (1) include type of air samplers used and results obtained;
- (2) quantity involved;
- (3) production lot number (s);
- (4) and addresses the emergency destruction of hazardous munitions.

The report shall:

- (1) include type of air samplers used and results obtained;
- (2) include the date of submission for accident and incidents;
- (3) and be delivered by the fastest means possible within one hour of discovery.

There shall be one (1) written follow-up report due within 24 hours of the accident/incident to the COR and one (1) to APG Safety Office.

C.36.5 ENVIRONMENTAL DOCUMENTATION: The following regulatory guidance outlined in AR 200-1 and AR 200-2 shall be followed: The Environmental Assessment shall follow the format listed in paragraph 5-4 of AR 200-1 and AR 200-2 shall be followed: The Environmental Assessment shall follow the format listed in paragraph 5-4 of AR 200-2, Environmental Impact Statement shall follow paragraph 6-4 of AR 200-2, and Preliminary Assessment Screening shall follow paragraph 12-5, section F of AR 200-1.

C.36.6 MISCELLANEOUS REPORTS: Throughout the statement of work, there are several tasks that require written and/or verbal reports to the COR. Reports shall include the following types of information:

- (1) description of problems(s);
- (2) investigation(s);
- (3) inspection(s);
- (4) sample results;
- (5) applicable environmental regulation(s) (new and/or existing regulations);
- (6) and review of specifications/plans of projects and regulations.

C.36.6.1 TECHNICAL REPORTS: Follow the guidelines in C.36.6 (unless DO specifies otherwise) for following reports (not all inclusive):

- (1) Air Emergency Exercise – provide written report 5-working days after exercise;
- (2) Quarterly Air Inspection – provide written report 5-working days after incident;
- (3) Visible Emissions Report – provide written report 5-working days after incident;
- (4) Air Pollution Program Evaluation – provide written report 5-working days after evaluation;
- (5) Air Permit Applications – provide to COR for review as specified in delivery order;
- (6) Air Inventory Report – provide to COR as specified in delivery order;
- (7) Annual Air Emission Source Report – provide to COR as specified in delivery order;
- (8) Solid Waste Compliance Review – submit to COR as specified in delivery order;
- (9) Solid Waste Inspection/SOP/Permits Report – submit to COR as specified in delivery order;
- (10) Update APG Solid Waste Management Plan – submit to COR as specified in delivery order;
- (11) Update APG Recycling Management Plan – submit to COR as specified in delivery order;
- (12) Waste Water Discharge Surveillance and Reporting – submit to COR as specified in delivery order;
- (13) Monthly Review of Wastewater Treatment Facility – submit to COR as specified in delivery order;
- (14) Discharge Monitoring Reports for Process Adjustment – submit to COR as specified in delivery order;
- (15) Periodic Biomonitoring of Wastewater Effluents – submit to COE as specified in delivery order;
- (16) Monthly Sampling and Analysis of Industrial Discharges (Approximately 10) – submit to COR as specified in delivery order;
- (17) Monthly Review of Industrial Analysis for Process Adjustment – submit to COR as specified in delivery order;
- (18) NPDES Permit Preparation – submit to COR as specified in delivery order;
- (19) Water and Wastewater Treatment Plant Inspection – provide COR written results of inspection NLT five 5-working days after inspection;
- (20) Monthly Water Quality Parameter – Submit to COR NLT five 5-working days after the end of the calendar month;
- (21) Quarterly and Annual Water Report – submit to COR as specified in delivery order;
- (22) Water Withdraw Permits – submit to COR as specified in delivery order;
- (23) Semi-Annual Water Withdraw Report – submit to COR as specified in delivery order;
- (24) SOP for Water and Wastewater Treatment Plants – submit to COR as specified in delivery order;
- (25) Erosion Stormwater Management Inspection – submit to COR as specified in delivery order;

- (26) Periodic Summaries of Laws – submit to COR as specified in delivery order;
- (27) Environmental Effluent Monitoring – submit to COR as specified in delivery order;
- (28) Woodlands Permit Surveillance and Reporting – as specified in delivery order;
- (29) Wildlife Surveys – as specified in delivery order;
- (30) Cultural Resources – as specified in delivery order;

C.36.6.2 OTHER REPORTS: Other types of reports in this Statement of Work include, but are not limited to:

- (1) monthly review of wastewater facility (may have specific MDE form);
- (2) monthly review of industrial discharge analysis for process adjustment (may have specific MDE form);
- (3) discharge monitoring report (may have specific MDE form);
- (4) and Air emergency exercise(s).

C.36.6.3 REPORT FORMATS: The reports shall detail the effort conducted and the results obtained, and a listing of personnel contacted and personnel conducting the report as appropriate. The format of these reports shall follow the specific guidelines outlined in the applicable regulations, C.36.2, C.36.6, and accepted professional practices regarding that specific report. The reports will be identified and described on the applicable delivery order. The submission and frequency will be outlined in each specific delivery order. Four (4) copies of the report(s) shall be submitted to the COR. As a rule, however, this could vary as per DO requirements.

C.37 OPERATIONS SECURITY (OPSEC): The contractor shall be conscious of OPSEC and by meaningful work habits, performed in such a manner to ensure the protection of classified and unclassified sensitive information with which the contractor and contractor employees come into contact.

C.37.1 OPSEC MEASURES: OPSEC is not new. The operations or activities undertaken in performance of government contracts have been protected for years under the Industrial Security Program (ISP). OPSEC does not impose additional protective measure for classified material. OPSEC employs the same ISP protective measures (physical security, information security, personnel security, Automated Data Processing (ADP) security), but with emphasis on the following:

C.37.1.1 SYSTEMATIC ANALYSIS OF ACTIVITIES AND PROCEDURES: Activities and procedures undertaken in performance of this contract can communicate sensitive information to unauthorized persons just as well as the documents produced under the contract. The OPSEC identifies these activities and protects the unrecorded information revealed by them. Examples of such activities are:

- (1) technical activities;
- (2) research;
- (3) laboratory tests;
- (4) field tests;
- (5) and ADP.

C.37.1.2 UNCLASSIFIED INTELLIGENCE INDICATORS: The sensitive unclassified aspects of contract activities includes the items or activities which could serve as intelligence indicators to Foreign Intelligence Services (FOIS). The indicators include:

- (1) identification of equipment that processes or transmits information;
- (2) identification of functions of specific tasks to be performed;
- (3) information that reveals general program status;
- (4) and information regarding current protective measures.

C.37.1.3 CONTROL OF UNCLASSIFIED SENSITIVE INFORMATION: The contractor shall handle this sensitive unclassified information in a way to prevent or reduce its disclosure to the public by limiting its circulation to government and contractor personnel who need the information to do their job. There are no special marking or storage requirements for sensitive unclassified information. For destruction, this information shall be torn into 1 inch

pieces and placed in receptacles used for other unclassified material. Discussion of sensitive information with representatives of the media or other persons who do not have an official need for the material is prohibited.

C.37.1.4 COMPUTER SECURITY: All computer systems to be used in the performance of this contract (including laptops & notebooks) shall have some form of computer virus protection installed on the equipment. Such anti-virus protection should be from a renowned software maker, and will provide upgrades of the software package you choose. Due to the nature of computer viruses it will be necessary to update such software at least every six months while performing on this contract. If the equipment to be used on this contract already has an anti-virus protection program installed, please provide to the COR for evaluation:

- (1) the name;
- (2) version number;
- (3) and estimated date it was purchased.

If no programs are currently installed please coordinate with the COR before the purchase of any anti-virus software.

C.38 CONTRACTOR PERSONNEL AND QUALIFICATIONS: The contractor shall:

C.38.1 QUALIFICATION STANDARDS: Provide a variety of skills in order to perform this effort. There is no limitation on the use of employees with qualifications equal to or exceeding those listed; however, any proposed deviation must be substantiated with justification and rationale. If the contractor employs personnel and/or subcontracts to firms other than those proposed and accepted prior to contract award, a review of those personnel and/or subcontractors by the Government is required to verify that qualifications are adequate to perform the required services. All such personnel and subcontractor changes/additions proposed by the contractor shall be in writing and submitted along with the employee's resume to the COR for approval. Minimum qualification standards for labor categories are set forth below:

C.38.1.1 PROFESSIONAL LEVEL 5: PH.D degree plus experience in the environmental field of study; or MA/MS degree plus experience in the environmental field of study; or BS/BA degree plus experience in the environmental field of study: Program Manager.

C.38.1.2 PROFESSIONAL LEVEL 4: PH.D degree applicable to the labor category plus professional experience which is in or related to the line of work for this position; or MS/MA degree applicable to the labor category plus professional experience which is in or related to the line of work for this position; or BS/BA degree applicable to the labor category plus professional experience which is in or related to the line of work for this position: Economist, Electrical Engineer, Chemist, Project Engineer, Sanitary Engineer, Chemical Engineer, Environmental Engineer, Senior Unexploded Ordnance Supervisor, Geologist, Civil Engineer, Scientist, Safety Engineer, Industrial Hygienist, Toxicologist, Hydrogeologist, Geochemist, and Health Physicist.

C.38.1.3 PROFESSIONAL LEVEL 3: MS/MA degree applicable to the labor category plus professional experience which is in or related to the line of work for this position; or BS/BA degree applicable to the labor category plus professional experience which is in or related to the line of work for this position: Sanitary Engineer, Civil Engineer, Biologist, Environmental Engineer, Chemical Engineer, Computer Systems Analyst II, Geographer, Chemist, Geologist, Health Physicist, etc..

C.38.1.4 PROFESSIONAL LEVEL 2: MS/MA degree applicable to the labor category plus professional experience which is in or related to the line of work for this position; or BS/BA degree applicable to the labor category plus professional experience which is in or related to the line of work for this position: Computer Programmer II, specifications Engineer, Chemical Engineer, Environmental Engineer, Unexploded Ordnance Supervisor, and Health Physicist.

C.38.1.5 PROFESSIONAL LEVEL 1: BS/BA degree applicable to the labor category plus professional experience which is in or related to the line of work for this position: Chemical Engineer, Computer Operator III, Civil Engineer, and Health Physicist.

C.38.1.6 TECHNICAL LEVEL 3: High School or equivalent plus experience which is in or related to the line of work for this position: Environmental Technician III, Senior Draftsman II, Illustrator III, Senior Technical Writer II, Photographer III, Key Entry Operator II, Unexploded Ordnance Specialist, Project Supervisor, Surveyor, Rodman, Estimator, and Health Physics Technician.

C.38.1.7 TECHNICAL LEVEL 2: High School or equivalent plus experience which is in or related to the line of work for this position: Illustrator II, Technical Writer I, Environmental Technician II, Health Physics Technician, and Drill Rig Foreman.

C.38.1.8 TECHNICAL LEVEL 1: High School or equivalent plus experience which is in or related to the line of work for this position: Environmental Technical I, Health Physics Technician, and Secretary I.

C.38.1.9 LABORER LEVEL 3: High School or equivalent plus experience which is in or related to the one of work for this position: Heavy Truck Driver (may need EPA certification for various delivery orders).

C.38.1.10 LABORER LEVEL 2: High School or equivalent plus experience with is in or related to the line of work for this position: Light Truck Driver.

C.38.1.11 LABORER LEVEL 1: High School or equivalent plus experience which is in or related to the line of work for this position: Unskilled Laborer, Helper.

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0204-4001, IDENTIFICATION OF OZONE DEPLETING SUBSTANCES (OCT 1999)

a. The following required Class I Ozone Depleting Substances (ODS) have been identified and approved for use under performance of any resultant contract.

(x_) None.

(_) (List any approved ODS requirements): _____

b. If during performance of the contract, an approved Class I ODS is discovered, the contractor is encouraged to notify the contracting officer immediately.

c. The ODS restrictions apply to subcontracts as well.

AMCAC 52.0223-4000, NOTICE TO OFFERORS – USE OF CLASS I OZONE-DEPLETING SUBSTANCES (JAN 2000)

a. In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the clean Air Act (42 U.S.C. 767a(a)), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

b. To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review, they are identified in Section C or the statement of work of this document.

c. If offerors possess any special knowledge about any other ODS required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

AMCAC 52.0223-4001, OSHA STANDARDS (OCT 1999)

Contractor must comply with all applicable OSHA standards.

AMCAC 52.0237-4004, IDENTIFICATION OF CONTRACTOR EMPLOYEES (OCT 2000)

a. All contractor employees shall be identified as such by wearing badges at all times while performing work at this Government facility and when performing work for the Government under the scope of this contract at other installations or non-government sites to include attendance at meetings, seminars, etc. The badges may be either affixed to clothing or be displayed from a chain or other mechanism worn around the neck. Badges must include contractor's company name and employee's name. The badges shall be colored white with black lettering and a minimum badge size of 1.5 inches tall by 3 inches long. A company logo may be placed on the badge, at the company's discretion. No other items may be placed on the badge.

b. Contractor workspace (office, laboratory, desk) shall contain a sign signifying the space is occupied by "contractor employee(s)" to ensure that Federal employees and the public know that they are not Federal employees. Coordinate location with the COR.

c. Contractor employees shall initially identify themselves by name and company affiliation when answering the telephone, presenting briefings, conducting or attending meetings/seminars.

d. All contractor correspondence (written, facsimile, and email display) shall include their company name.

APG 52.0204-4100, LONG TERM VISITOR (AUG 1999)

Long term visitors are those contractors from off-post, U.S. cleared facilities working on Aberdeen Proving Ground (APG) for a period specified by a classified contract. Long term visitors occupy Government- furnished space on a quasi-permanent basis at APG, and perform all or part of contractual duties in an independent manner. Therefore, the contractor's security procedures shall be integrated with those of APG. The Contractor shall abide by the Long Term Visitor Instructions as set forth in APG Regulation 380-6. These instructions specify (a) those security actions which will be performed for the contractor by the installation, such as providing storage and classified reproduction facilities, guard service, security forms, control, investigation of security incidents, etc., and (b) those security actions for which joint action may be required, such as packaging and addressing classified transmittals, performing security checks, and implementing internal security controls and emergency procedures to protect classified material. The Long Term Visitor Instructions shall not be construed as cause and are not authorization for the commitment of funds.

APG 52.0204-4101, SECURITY AREA BADGE REQUIREMENTS (AUG 1999)

a. Contractors/contractor employees who will require unescorted access to a security area of Aberdeen Proving Ground (APG), MD, as defined by APG Regulation 190-4, Movement Control Within the Installation, while performing contractual work and/or to dispose of waste material at the disposal/salvage area(s) shall be required to present and display Government-issued security area identification badges in order to gain and exercise unescorted entry into the security area(s).

b. The Contractor shall only submit the minimum number of employees for each badging required for the performance of the contract. Individual contractor employees shall not be submitted for badges when the nature of the contract requires the presence of a badged supervisor or foreman. In these situations, escort- required badges will be utilized for these personnel.

c. The Contractor shall submit to the COR, for each employee requiring access, a completed:

(1) EAP Form 1199, Application for Civilian ID Card/Security Badge. U. S. citizenship shall be verified by the Contractor.

(2) FD Form 258, Applicant Fingerprint Card, unless proof of possession of a Personal Security Clearance is provided by the contractor's Facility Security Officer (FSO).

(3) DD Form 398-2, Department of Defense National Agency questionnaire.

All forms shall be submitted back to the COR no later than three weeks before the beginning of the contract or within five days after receiving the forms if less than three weeks remain before the beginning date of the contract.

d. Contractor shall advise employees that this information, along with local file checks, will be used to review criminal history records. Adverse information may result in an individual being denied access to the security area(s).

e. Contractor personnel authorized access to a security area will be issued photographic or non-photographic security area badges as required. Upon termination/completion of the contract or individual's employment, whichever is first, the contractor shall collect the badge(s) and effect turn-in to the issuing Government officer. In situations when the performance of a contract is held in abeyance or an employee will not be accessing a restricted area for a period of 60 days or more, the badge shall be returned to the custody of the issuing government officer until it is required at which time it will be reissued.

f. The Contractor shall be responsible for ensuring that employees who are issued badges properly safeguard them and that they are only utilized in the performance of contract related actions. Any badge that is stolen or lost shall be immediately reported to the issuing Government officer.

g. FOREIGN NATIONALS/IMMIGRANT ALIENS SHALL NOT BE GRANTED UNESCORTED ACCESS TO THE SECURITY AREAS OF APG, MD. Since unescorted access is essential for the performance of this contract, these individuals shall not be scheduled for work under this contract.

h. CAUTION: The Contractor shall be responsible for delays caused by his untimely submission of required forms or denial of security area access due to his employee's disqualification for a security badge.

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	N/A	N/A	N/A	Government
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0001AC	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0002AA	N/A	N/A	N/A	Government
0002AB	N/A	N/A	N/A	Government
0002AC	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0003AA	N/A	N/A	N/A	Government
0003AB	N/A	N/A	N/A	Government
0003AC	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0004AA	N/A	N/A	N/A	Government
0004AB	N/A	N/A	N/A	Government
0004AC	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0005AA	N/A	N/A	N/A	Government
0005AB	N/A	N/A	N/A	Government
0005AC	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001

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AMCAC 52.0246-4001, INSPECTION AND ACCEPTANCE (AUG 1999)

Inspection and acceptance of the supplies or services called for by this procurement shall be performed at the destination (s).

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

The term of this contract is 12 months for the base period, subject to the Government's right to exercise option periods (see Section I, FAR clause 52.217-8 "Option to Extend Services" and FAR clause 52.217-9 "Option to Extend the Term of the Contract"). Maximum period of performance, including all option periods is 60 months (5 years)

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A
0002AB	N/A	N/A	N/A	N/A
0002AC	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0003AA	N/A	N/A	N/A	N/A
0003AB	N/A	N/A	N/A	N/A
0003AC	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0004AA	N/A	N/A	N/A	N/A
0004AB	N/A	N/A	N/A	N/A
0004AC	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0005AA	N/A	N/A	N/A	N/A
0005AB	N/A	N/A	N/A	N/A

0005AC N/A

N/A

N/A

N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15

Stop-Work Order

AUG 1989

52.242-17

Government Delay Of Work

APR 1984

Section G - Contract Administration Data

PAYMENT

- a. Payment for services performed shall be invoiced no more than twice monthly.
- b. Contractor invoices shall specify the following:
 - 1. Contractor's name and contract number.
 - 2. Delivery Order Number.
 - 3. Number of hours expended by each category of labor (T&M) or of work completed (FFP).
 - 4. Hourly rates for each labor category.
 - 5. List of materials/equipment/services with copy of supplier invoice.
 - 6. Statement as to whether invoice is for PARTIAL or FINAL payment for a specific delivery order number.

ACCOUNTING AND APPROPRIATION DATA

AA: TO BE FUNDED ON EACH DELIVERY ORDER
AMOUNT: (b) (4)

AB: 21420200002AB3AB493008120002514104330W81FT74175S111417082S18001120063EV
AMOUNT: \$500,000.00

CLAUSES INCORPORATED BY REFERENCE

52.219-4 Notice of Price Evaluation Preference for HUBZone Small JAN 1999
Business Concerns

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0242-4001, INSTRUCTIONS TO PAYING OFFICE AND AMINISTRATIVE CONTRACTING
OFFICE (AUG 1999)

- a. The Contracting Office representative is:

Name: _Vicky Watkins_____

Organization Code: _SFCA-NR-APC-S_____

Telephone Area Code and Number: 410-278-0859_____

DSN: _298-0859_____

FAX: _410-612-5291_____

Email: ___Vicky.Watkins@us.army.mil_____

b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office Information:

Telephone Inquiries: __1-888-782-9994/9997_____

FAX: _1-309-782-9103_____

Section H - Special Contract Requirements

PRICING FOR ANALYTICAL SERVICE

The contractor shall provide a price list to support the charges for CLIN 0001AC (and related Option CLINS for analytical services). The price list shall include, as a minimum, the method used to perform the analysis of the substances listed in C.25 and C.26 and meet the regulatory standards and requirements approved by State and Federal Agencies.

The analytical services shown on the price list shall encompass all functions and costs related to the laboratory tests such as G&A, test fee, and profit. The fixed unit price shown in the price list will be considered a firm fixed price and applied to sample analysis when this function is included in the delivery order.

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0222-4001, CONFORMANCE OF LABOR CATEGORIES (JUL 1999)

Labor categories not listed on a Department of Labor (DOL) wage determination must be conformed in accordance with applicable DOL regulations and subject to DOL review and acceptance. Risks associated with the incorrect conformance are borne by the contractor. If DOL determines that the conformed rate is incorrect and requires a higher rate to be paid, the contractor will not be entitled to compensation for the base year or the option years. Application of FAR 52.222-43 at the time of option exercise is limited to increases in labor categories initially included on the wage determination or increases in the conformed rate approved by DOL. For example, a labor category is conformed at \$6.00 an hour and the DOL review establishes \$8.00 an hour as the correct rate. No increase in entitlement is due for the base year. At the time of option exercise, the new wage determination provides for \$8.40 for that labor category. Entitlement at the time of option exercise would be the increase of \$.40 required by the wage determination or \$6.40. The contingency of an incorrect conformance is not a contingency within the meaning of FAR 52.222-43.

AMCAC 52.0228-4001, INSURANCE REQUIREMENTS (JUL 1999)

The following insurance is required as a minimum in accordance with the Federal Acquisition Regulations and the appropriate clause in Section I:

a. Legally Required Insurance: Where certain laws apply, such as State laws governing workman’s compensation and employer’s liability coverage, etc., the contractor, prior to commencement of work, shall furnish the Contracting Officer a written statement that such laws have been complied with and that compliance will continue throughout the period of contract performance. Minimum coverage of \$100,000 is required.

b. Comprehensive General Liability and Automobile Liability:

	<u>Each Person</u>	<u>Per Occurrence</u>	<u>Property Damage</u>
Comprehensive General Liability	None	\$500,000	None

Automobile Liability	\$200,000	\$500,000	\$20,000
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AMCAC 52.0242-4003, GOVERNMENT-CONTRACTOR RELATIONSHIPS (SEP 1999)

a. The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor's employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

(1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.

(2) be placed in a staff or policymaking position.

(3) be placed in a position of command, supervision, administration or control over DA Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or the Civil Service Commission.

(5) be used in administration or supervision of military procurement activities.

c. Employee Relationship:

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

(2) Rules, regulations, directions, and requirements that are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt I	Small Business Subcontracting Plan (Jan 2002) Alternate I	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-26	Small Disadvantaged Business Participation Program-- Incentive Subcontracting	OCT 2000
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-6	Drug Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	APR 2003
52.245-1	Property Records	APR 1984
52.245-4	Government-Furnished Property (Short Form)	APR 1984
52.245-5	Government Property (Cost-Reimbursement Time-And- Materials, Or Labor Hour Contracts)	JAN 1986
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	SEP 1996
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996

252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000

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52.202-1 DEFINITIONS (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(h) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of The Principal Assistant Responsible for Contracting (PARC) and shall not be binding until so approved.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Contract award through contract completion

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$5,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$2,000,000.00;

(2) Any order for a combination of items in excess of \$2,000,000 orr

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion date stated on the delivery order..

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract completion.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Environmental Technician I	\$17.16
Environmental Technician II	\$19.22
Environmental Technician III	\$21.20
Truck Driver, Light Truck	\$13.98
Truck Driver, Heavy Truck	\$17.16

(End of clause)

52.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

APG 52.0216-4100, MULTIPLE AWARD TASK ORDER CONTRACT AND DELIVERY ORDER CONTRACT OMBUDSMAN (FEB 2004)

a. In accordance with FAR 16.505(b)(5), the following individual has been appointed as ombudsman for multiple award task order and delivery order contracts issued by this organization:

Mr. Douglas W. Packard
U.S. Army Contracting Agency
North Region Headquarters
11 Bernard Road, Building 10, Room 226
Fort Monroe, VA 23651-1001

Telephone: (757) 788-3873
Facsimile Number: (757) 788-5021
E-mail Address: douglas.packard@us.army.mil

b. The ombudsman has the authority to review contractor complaints that they have not been afforded fair opportunity to be considered for award of a particular task order or delivery order under a multiple award contract.

c. A contractor who receives an award under a multiple award contract may contact the ombudsman with a complaint concerning the award of a particular task order or delivery order placed under the multiple award contract.

(1) The contractor is encouraged to try to resolve the issue with the contracting officer prior to contacting the ombudsman. However, contractor complaints to the ombudsman must be made within 5 workdays of the award under complaint.

(2) The ombudsman's authority is limited to issues pertaining to the awarding of task orders and delivery orders under multiple award contracts. Contractor complaints directed to the ombudsman shall be confined to these issues. All other complaints will be outside the authority of the ombudsman and will be returned to the contractor without action.

d. Upon review of the facts, the ombudsman will determine whether or not the contractor was afforded a fair opportunity to be considered consistent with the procedures in the contract and either:

(1) Deny the contractor's complaint; or,

(2) Require that the contracting officer take corrective action regarding the complaint.

e. If the contracting officer does not agree with the decision of the ombudsman, the matter shall be referred to the cognizant Principal Assistant Responsible for Contracting for final decision.

f. These ombudsman procedures are not subject to FAR 52.233-1, Disputes, with or without its Alternate I found elsewhere in this contract.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-3	Taxpayer Identification	OCT 1998
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.219-1	Small Business Program Representations	APR 2002

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

- Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

() (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity
Controlled by a Foreign Government

Description of Interest, Ownership
Percentage, and Identification of
Foreign Government

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-3	Taxpayer Identification	OCT 1998
52.215-2 Alt I	Audit and Records--Negotiation (Jun 1999) - Alternate I	JAN 1997
AMCAC 52.0215-4011	Preproposal/Quotation Conference	MAR 1999

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ~~X~~ DX rated order DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)—ALTERNATE I (OCT 1997)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror.

Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revisions of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at

52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

- For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity contracts utilizing Firm Fixed Priced and Time and Material Delivery orders resulting from this solicitation.

(End of clause)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound

management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Shirley A. Kelly, 4118 Susquehanna Avenue, Aberdeen Proving Ground, MD 21005

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(a) Definitions. As used in this provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by $45 = \$17.78$).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished			Name of Person Asserting
With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

AMCAC 52.0215-4005, CERTIFICATE OF CURRENT COST OR PRICING DATA (OCT 1999)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR Subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM

SIGNATURE

NAME

TITLE

_____*_*_*
DATE OF EXECUTION

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

**Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

***Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of Certificate)

AMCAC 52.0216-4003, NOTICE – ADEQUACY OF ACCOUNTING SYSTEM (AUG 1999)

The contracts awarded as a result of this solicitation will be Fixed Price with some Time and Material elements. The successful offeror is required by FAR 16.301-3 to have an adequate accounting system. The adequacy of a contractor's accounting system is determined in a review performed by the cognizant Defense contract Audit Agency.

AMCAC 52.0222-4007, NOTICE OF WAGE DETERMINATION (AUG 1999)

Any contract awarded as a result of this solicitation will be subject to Wage Determination Number 1991-2247 Revision 25 dated 5/27/2003. A copy of the current wage determination is attached to this solicitation.

AMCAC 52.0223-4000, NOTICE TO OFFERORS – USE OF CLASS I OZONE-DEPLETING SUBSTANCES (JAN 2000)

a. In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the clean Air Act (42 U.S.C. 767a(a)), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

b. To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review, they are identified in Section C or the statement of work of this document.

c. If offerors possess any special knowledge about any other ODS required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)