

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C2	PAGE OF PAGES 1 228
2. CONTRACT NO.		3. SOLICITATION NO. N40085-16-R-2250	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 07 Oct 2016	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVFAC MID ATLANTIC 9324 VIRGINIA AVENUE NORFOLK VA 23511-3095			CODE N40085	8. ADDRESS OFFER TO (If other than Item7) See Item 7		CODE
TEL: FAX:					TEL: FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Z-140, Suite 114 until 04:00 PM local time 08 Nov 2016
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME PAMELA A. WALLER	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (757) 341-1972	C. E-MAIL ADDRESS pamela.waller@navy.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
		(4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

COVER SHEET

COMMANDER
NAVAL FACILITIES ENGINEERING COMMAND
MID-ATLANTIC DIVISION
FACILITY SUPPORT CONTRACT BRANCH
NORFOLK, VIRGINIA 23511-3095

NOTICE:

Proposals to be submitted by 4:00 P.M.
at the office of
CDR Mid-Atlantic Division
Naval Facilities Engineering Command
Facility Support Contract, Bldg. Z-140
9324 Virginia Avenue
Norfolk, VA 23511

NAVFAC
SPECIFICATION
No. 05-16-2250
RFP NUMBER N40085-16-R-2250

**INDUSTRIAL UTILITIES SUPPORT AT
PORTSMOUTH NAVAL SHIPYARD, KITTERY, MAINE
AND OTHER AREAS OF RESPONSIBILITY**

NOTICE

All inquiries concerning any phase of the specification, prior to the proposal due date shall be made to the Commander, Naval Facilities Engineering Command, Mid-Atlantic Division, Facility Support/ Environmental Contract Branch, 9324 Virginia Avenue, Norfolk Virginia 23511, telephone (757) 341-1972, Attn: Pamela A. Waller.

Contracts or purchase order to be awarded as a result of this contract shall be assigned (as appropriate for specific procurement), DO-S1 rating in accordance with the provisions of DPS Regulation 1 and/or DMS Regulation 1.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Recurring - Base Period FFP Industrial Utilities Support, PNSY, ME FOB: Destination				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0002	Non-Recurring - Base Option FFP Industrial Utilities Support, PNSY, ME FOB: Destination				
				MAX NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Recurring - 1st Option FFP Industrial Utilities Support, PNSY, ME FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Non-Recurring - 1st Option FFP Industrial Utilities Support, PNSY, ME FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Recurring - 2nd Option FFP Industrial Utilities Support, PNSY, ME FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	Non-Recurring - 2nd Option FFP Industrial Utilities Support, PNSY, ME FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Recurring - 3rd Option FFP Industrial Utilities Support, PNSY, ME FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Non-Recurring - 3rd Option FFP Industrial Utilities Support, PNSY, ME FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Recurring - 4th Option FFP Industrial Utilities Support, PNSY, ME FOB: Destination				

					NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	Non-Recurring - 4th Option FFP Industrial Utilities Support, PNSY, ME FOB: Destination				

					MAX NET AMT

SECTION B

B.1 **Contract Title:** Industrial Utilities Support services at the Portsmouth Naval Shipyard, Kittery, Maine and other areas of responsibility.

B.2 **Type of Contract:** This is a Combination Firm Fixed Price/Indefinite Delivery-Indefinite Quantity type contract as noted in Section L, Instructions, Conditions, and Notices to Offerors.

B.3 **Minimum Guarantee:** The Firm Fixed Price portion of the base year only is the minimum guarantee for this contract. It can be paid in either the base year or over the entire term of the contract. Refer to Section H, Special Contract Requirements, 5252.216-9313 Maximum Quantities.

B.4 **Set-Aside:** 100% Small Business Set-Aside Competitive Procurement. Refer to Section I, FAR 52.219-6, Notice of Total Small Business Set-Aside.

B.5 NAICS Code: The NAICS Code assigned to this procurement is 561210 with a small business size standard of \$38,500,000.00. Refer to On-Line Representations and Certifications Applications (ORCA) via <https://www.sam.gov/portal/public/SAM/> (FAR 52.219-1 – Small Business Program Representations (May 2004)).

B.6 Wage Determination (Service)/ Davis Bacon Wage Decision (Construction): Service Contract Act wages and Davis Bacon wages are included in this solicitation. Refer to Section J.

B.7 Bid Guarantee/Bonding Requirements: NOT REQUIRED for this procurement.

B.8 Contract Term: This contract contains provisions for a Base Period with four (4) Option Periods, not to exceed a total of five (5) years. The Government has the option to extend the term of the contract in accordance with Section I, Contract Clauses, 5252.217-9301, Option to Extend the Term of the Contract-Services (Jun 1994). In the option periods, the Government may adjust the prices, if applicable, based on the new Department of Labor Wage Determination.

B.9 Period of Performance: The period of performance will be determined at the time of award.

B.10 Evaluation of Proposals: Proposers shall submit a lump sum price for Section B, CLINs 0001 through 0010 and unit prices for Exhibit A through Exhibit E, referenced in Section J. For purposes of evaluating offers for award, the Government will utilize the pricing submitted for the base year, all option periods. Refer to Section M, FAR 52.217-5, Evaluation of Options (JUL 1990).

In order to permit efficient competition, the Navy will utilize the following methodology: Proposals will initially be screened for price and placed in order of price (lowest price to highest price). The Navy will then evaluate the technical factors of the three (3) lowest priced proposals. The Navy will make award to the lowest priced technically acceptable proposal from among the three (3) lowest priced proposals. However, if no proposals are found to be technically acceptable within the first group of proposals, the Navy, at its sole discretion, reserves the right to increase the number of proposals it will review, until the Government identifies a technically acceptable proposal. Accordingly, under this methodology, the technical factors of some proposals may not be evaluated by the Navy. If discussions are deemed necessary by the Contracting Officer, all proposals will be evaluated (both technical and price) for the purpose of establishing a competitive range.

NOTE: Offerors MUST be evaluated as technically ACCEPTABLE under factors 1, 2, 3 and 4 in order to be considered technically acceptable overall.

B.11 Contract Line Items And Contract Exhibit Line Items

a. Proposers shall enter unit prices and amounts for Contract Line Items (CLINs) and Contract Exhibit line items (ELINs) as indicated in the schedules and accompanying exhibits.

b. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLIN and ELIN will be recomputed accordingly. The CLIN will also be recomputed to take into account the change in the contract ELINs. If the bidder provides a total amount for an ELIN, but fails to enter the unit price, the total amount divided by the ELIN quantity will be held to be the intended unit price.

c. The Schedule of Recurring Work (CLIN 0001, 0003, 0005, 0007, and 0009) and the Schedule of Non-Recurring Work (CLIN 0002, 0004, 0006, 0008, and 0010) will be used as the basis for deductions in accordance with FAC 5252.246-9303, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E.

B.12 Unit Price Adjustments In Option Periods

This contract incorporates the Service Contract Act (SCA). The SCA Wage Determination incorporated in Section J is for the Base Year performance period only. The latest Wage Determination available at the time for each option exercise will be incorporated into the contract and the unit prices will be adjusted in accordance with FAR Clauses 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment. The contractor warrants, by submission of his proposal that the price does not include any contingency for future wage increases.

B.13 Indefinite Quantity (Non-Recurring) Individual Contract Line Item Quantities

Once the estimated quantities for individual line items shown in the Schedule have been ordered, additional quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the contract per year is not exceeded and the Contractor agrees by signing the task order.

B.14 Unit Prices For Labor

a. A portion of the work included in the scope of this contract cannot be identified in advance in sufficient detail to be as a Unit Price Task in this contract. Labor for this work will be ordered and paid for based on unit prices for labor proposed by the Contractor listed in the Schedule of Indefinite Quantity work.

b. Estimated hours in the Schedule are a forecast of future requirements. These estimated hours are for performing "Indefinite Quantity Work" accomplished in the time period shown.

c. The Contractor shall enter, in the unit price bid space, the unit price for performing composite labor. The composite labor price shall include all direct and indirect costs associated with performing an hour of work. The composite labor price should be the Contractor's hourly craft wage adjusted to allow for the bidders work force productivity (i.e., the Contractor's estimate of how its' work force will perform in relation to the Means Facilities Cost Data and/or the Engineered Performance Standards). The Composite Labor Rate shall include all costs for preparation of the cost proposal, job preparation, travel, pre- expended bin materials and supplies, ordering and stockpiling job material, additional material handling, items of equipment necessary to perform work (i.e. bucket truck, lifting equipment, staging, etc.), equipment set up time, lift time, craft delay allowance, profit, tools, equipment, field and home office overhead, clerical support, supervision, inspection, fees, taxes, licenses, bonds, permits, insurance, etc.

B.15 Period Of Performance – Less than One Year

Offers shall be submitted for the performance of work for a period of one year. The contractor is cautioned to recognize that the initial term of the contract may be for a period of less than a year in accordance with the "Term of Contract" clause in Section F. In the event that the period of performance is less, the Government will reduce the individual line item quantities to reflect work remaining in the contract term and no other adjustments to the pro-rated contract price will be made.

B.16 Government Purchase Card

Indefinite quantity work may be ordered at the prices offered by two ways: 1) by the issuing activity using a DD Form 1155 "Order for Supplies and Services"; 2) or by an authorized Government user via a Government Purchase Card (GPC). When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

B.17 Contractor Support Of Electronic Facilities Support Contracting (e-FSC)

This procurement allows for the use of DoD EMALL for issuing orders. Refer to Section H, Special Contract Requirement.

B.18 Contractor's Payment Schedule

Contractors are required to submit a Contractor's Payment Schedule with the proposal. Refer to Section L, Contractor's Payment Schedule.

B.19 Incorporation Of Technical Proposal

a. The Contractor's technical proposal, including revisions and amendments made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels, and trade backgrounds set forth in the technical proposal.

b. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal), and then (ii) the technical proposal.

B.20 Request For Proposals (RFP) Information/Clarification Questions

Contractors are required to review the entire solicitation package before submitting questions. All questions must be submitted **at least 10 days before proposals are due**, either by Email to: pamela.waller@navy.mil or Fax to: (757) 341-0079. This is the most efficient way to ensure all questions are addressed in a timely manner.

B.21 Request For Proposal (RFP) Files

Solicitations are posted to the NECO website (<https://www.neco.navy.mil>) as mandated by our Agency. By necessity, these files are protected to prevent unauthorized editing.

It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website.

Unprotected editable file copies of the RFP documents including: Word, Excel and/or .pdf files (Adobe Acrobat Files) will not be provided. Please plan accordingly.

B.22 Solicitation

This solicitation incorporates by reference a Performance Work Statement (PWS) developed by using NAVFAC performance-based specifications. The PWS consists of Annexes 1, 2, 15 and 16. The contractor will be required to meet the specifications in those Annexes as if they were set forth in Section C.

B.23 NOTICE TO PROPOSERS:

Proposers are required to submit Section B, Bid Schedule, and Section J, Exhibit Line Items (ELINs) with their proposal (Section J references the submission of Exhibits A – E (separate spreadsheet)). The total of the CLIN is equal to the sum of the ELINs as shown below:

CLINs	ELINs	CLINs	ELINs
0001	A001 through A007	0006	C700 through C712
0002	A700 through A712	0007	D001 through D007
0003	B001 through B007	0008	D700 through D712
0004	B700 through B712	0009	E001 through E007
0005	C001 through C007	0010	E700 through E712

B.24 PROPOSAL DELIVERY:

NOTICE TO ALL PROPOSERS

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers and service providers not otherwise entitled to the issuance of a Common Access Card (CAC). This is for those who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at its own cost through a designated independent contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract.

Application for and use of badges will be as directed. To obtain access to the installation, you must participate in the Navy Commercial Access Control System (NCACS), or obtain passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <http://www.uscis.gov/portal/site/uscis> by searching or selecting Employment Verification (Form I-9). Allow 7 to 10 days for processing applications for badges. Immediately report instances of lost or stolen badges to the Contracting Officer.

- a. NCACS Program: NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON). Information on costs and requirements to participate and enroll in NCACS is available at <http://www.rapidgate.com/vendors/how-to-enroll> or by calling 1-877-727-4342. Contractors should be aware that the costs incurred to obtain NCACS credentials, or costs related to any means of access to a Navy Installation, are not reimbursable. Any time invested, or price(s) paid, for obtaining NCACS credentials will not be compensated in any way or approved as a direct cost of any contract with the Department of the Navy.
- b. One-Day Passes: Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.
- c. The Contractor shall obtain the required employee badges and vehicle passes from the Government at his own expense, or daily passes at no additional cost. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 5 calendar days.
- d. Be advised by this notice that the level of security at various Navy Installations may change at any time. As the level of security heightens, the amount of time required to gain access to all Navy Installation also increases.

Submitting Your Proposal

Proposals that are sent via the **United States Postal Service** or a **commercial carrier**, such as Federal Express, shall be addressed to:

**NAVFAC MID-LANT ACQUISITION
ATTN: PAMELA WALLER (CONTRACTS)
9324 VIRGINIA AVENUE
BUILDING Z-140, ROOM 114
NORFOLK, VA 23511**

Proposals that are **hand carried, excluding commercial carriers noted above**, shall be delivered to the Contracts Office in Building Z-140, 1st Floor, Suite 114, located at 9324 Virginia Avenue, Norfolk, VA 23511 (Norfolk Naval Station).

Section C - Descriptions and Specifications

ANNEXES 1, 2, 15 &16

C.1 Annexes 1, 2, 15 and 16

0100000 – General Information		Table of Contents
Item	Title	
1	General Information	
1.1	Outline of Services	
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1.7	Related Information	
1.8	Navy Approach to Service Contracting	
1.8.1	Partnering Philosophy	
1.8.2	Contractor's Knowledge	
1.8.3	Industry Best Practices	
1.9	Standard Template	
1.10	Navy PBSA Approach	
1.11	Technical Proposal Certification	

0100000 – General Information		
Spec Item	Title	Description
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) by means of an Indefinite Delivery Indefinite Quantity type, performance-based contract that is comprised of both Recurring Work and Non-Recurring Work Items.</p> <p>The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the full expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 1 General Information Annex 2 Management and Administration Annex 3 Command and Staff - N/A Annex 4 Public Safety - N/A Annex 5 Air Operations - N/A Annex 6 Port Operations - N/A Annex 7 Ordnance - N/A Annex 8 Range Operations - N/A Annex 9 Health Care Support - N/A Annex 10 Supply - N/A Annex 11 Personnel Support - N/A Annex 12 Morale, Welfare and Recreation Support - N/A Annex 13 Galley - N/A Annex 14 Housing - N/A Annex 15 Facilities Support 1502000 - Facility Investment Annex 16 Utilities 1602000 - Electrical Annex 17 Base Support Vehicles and Equipment - N/A Annex 18 Environmental – N/A</p>
1.2	Project Locations	<p>Portsmouth Naval Shipyard, Kittery, Maine and other sites within the responsibility of Public Works Department (PWD), Maine. Including but not limited to:</p> <p>Naval Support Activity (NSA) Cutler - Cutler, Maine.</p> <p>Naval Support Activity (NSA) Prospect Harbor - Prospect Harbor, Maine.</p> <p>Naval Survival, Evasion, Resistance and Escape (SERE) School Rangeley, Maine.</p> <p>USS Constitution Facilities – Charlestown Navy Yard, Boston, Massachusetts.</p>

0100000 – General Information

Spec Item	Title	Description
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional services at additional locations than those identified in the recurring work requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the indefinite delivery indefinite quantity provisions of the contract. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.
1.4	Background Information	Portsmouth Naval Shipyard is located in Kittery, Maine. It is beside the Piscataqua River, which forms the boundary between Maine and New Hampshire and provides access to the Atlantic Ocean. It is an industrial facility primarily responsible for the overhaul of submarines.
1.5	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as forms and test schemes to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors and to visit the technical library during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.
1.6	Climate Patterns	Maine has a long winter and a moderate summer. Temperatures along the coast, particularly in the winter, tend to be milder than those inland. Generally, winter temperatures may range from a high of 31° F to a low of 10° F and summer temperatures may range a high of 85° F to a low of 60° F. However, winter temperatures may remain below zero for extended periods and summer temperatures may exceed 90° F.
1.7	Related Information	There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows: Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked "Informational Notes" throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract. Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone. Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard. Requirement Information further describes client requirements associated with each Performance Objective.

0100000 – General Information		
Spec Item	Title	Description
1.8	Navy Approach to Service Contracting	The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:
1.8.1	Partnering Philosophy	The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.
1.8.2	Contractor's Knowledge	The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.8.3	Industry Best Practices	The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).
1.9	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the Recurring Work requirements. Specification item 4 will always contain the Non-recurring Work requirements.</p> <p>Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all recurring work specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and</p>

0100000 – General Information		
Spec Item	Title	Description
		Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18.
1.10	Navy PBSA Approach	The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

0200000 – Management and Administration	
Table of Contents	
Spec Item	Title
2	Management and Administration
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2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	<p>The Shipyard regular working hours are from:</p> <p>6:00 AM - 4:00 PM</p> <p>Day Shift: Various – 7:00 AM – 3:30 PM Second Shift: 3:00 PM - 11:30 PM</p> <p>The Contract Office regular working hours are – 6:00 AM – 3:30 PM</p> <p>Five days per week, Monday through Friday, except observed Federal</p>

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		holidays. Work in certain annexes or sub-annexes may require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Contract's Office regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Contract's Office regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	Contractor shall restrict work hours to Governments regular working hours as shown in paragraph 2.2.1 above unless approved by the KO.
2.2.1.3	Portsmouth Naval Shipyard Station Regulations	Refer to J-0200000-02 for station regulations.
2.2.2	Wage Determinations	Refer to J-0200000-03 for wage determinations.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on. Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings, pre-performance conferences, performance assessment board meetings, partnering sessions, etc., as scheduled by the KO.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.
2.3.3	Partnering	To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps. Partnering should accomplish three goals: - The first goal is to develop a cohesive team with common purpose, commitment and established communication processes. - The second goal of partnering is contract specific, identifying risks and opportunities for the team to address.

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		<p>- The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.</p> <p>A project's characteristics determine the process level to be used. As such the following partnering level applies to this contract:</p>
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>
2.3.3.2	Contract Partnering Administration	<p>Upon contract award, the ACO will contact the Contractor, Client(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. Commence discussions with the Contractor to select a facilitator and location that are acceptable to both partners. The initial session must be scheduled as soon as possible after award of the contract. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p> <p>For more information concerning Partnering read NAVFAC INSTRUCTION 11013.40A, which can be viewed in the Government's Contracts Office.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President * Project Manager * Quality Manager Site Safety and Health Officer</p>
2.3.4	Permits and Licenses	<p>The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.</p>
2.3.5	Insurance	<p>Within 15 days after award of this contract, the Contractor shall furnish</p>

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		the KO a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-05, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage: <p style="margin-left: 40px;">Comprehensive General Liability: \$500,000 per occurrence</p> <p style="margin-left: 40px;">Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</p> <p style="margin-left: 40px;">Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes</p> <p style="margin-left: 40px;">Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers</p> <p style="margin-left: 40px;">Other as required by state law</p>
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.7	Government Information Technology (IT) System	N/A
2.3.8	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in J-0200000-04. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.9	Invoicing Procedures	Refer to Section G for invoicing instructions. Refer to Invoice Form in J-0200000-05 for sample.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-06.
2.4	Government-Furnished Property, Materials and Services	In accordance with FAR 52.245, GOVERNMENT PROPERTY and NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES, and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, equipment and services for use in connection with this contract as stated below.
2.4.1	Government-Furnished Facilities (GFF)	The Contractor shall be responsible and accountable for facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial services for Government furnished facilities shall

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		<p>be provided by the Contractor. The Contractor shall obtain written approval from the KO prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear.</p> <p>Contractor shall be responsible for the orderliness and cleanliness of facilities provided, which shall be subject to Government inspection at all times. Ensure unsanitary and hazardous conditions do not exist in provided spaces and take immediate corrective action if such condition(s) are reported. The Government will not be liable for loss of Contractor's supplies, materials, equipment or personal belongings due to fire, theft, accident or similar circumstances.</p> <p>The Contractor will furnish and install the locks and keys to these locks shall be provided to the PAR/COR for access to the areas to conduct inspections and to gain access in the event of fire.</p>
2.4.2	Government-Furnished Utilities	The Government will furnish water and electricity at existing outlets required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the KO. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site. Provide and maintain backflow prevention devices on connections to domestic water lines and electrical transformer provisions on connections to electric lines. Meet all Federal, State, local, and installation codes and regulations for backflow prevention devices and electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.
2.4.3	Government-Furnished Materials (GFM)	None
2.4.4	Government-Furnished Equipment (GFE)	None
2.4.5	Government-Furnished Services (GFS)	None
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and

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		quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall establish a work reception function with the capability to receive, classify, issue, correspond, and respond to trouble calls, task orders and administrative issues. Within 15 days after contract award, the Contractor shall provide the Contracting Officer with a single telephone number for the receipt of all service calls. The Contractor shall be available to receive service calls 24-hours-a-day, 7-days-a-week, either through a pager service, answering service or a manned telephone, accessible toll free from the Portsmouth, NH area and approved by the Government/Contracting Officer. Calls shall be considered received by the Contractor at the time and date the telephone call is placed. An answering machine is not considered an acceptable means of receiving orders. The Contractor shall confirm receipt of all emergency and routine service calls within 15 minutes of issuance by an individual fully familiar with the Contractor's work control procedures and the terms and conditions of this contract.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Deliverables	Records and reports are specified in Section C and listed as deliverables in Section F. The Contractor shall submit accurate and complete documents within the required timeframes as specified in Section F. Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO a minimum of 5 workdays prior to the scheduled event. If the discontinued service is due to an emergency breakdown, the Contractor shall notify the KO, affected tenants and customers as soon as practicable.
2.6.6	Quality Management System (QMS)	The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:

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		<p>... Accurate documentation of work processes, procedures, and output measures.</p> <p>... A systematic procedure for assessing compliance with performance objectives and standards.</p> <p>... Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.</p> <p>... Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.</p>
2.6.7	Quality Management (QM) Plan	<p>The Contractor shall develop and submit a QM Plan per Section F. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, submit to the KO a revised QM Plan for acceptance.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> • Policy and objectives of Quality Management System (QMS) • Quality organization <ul style="list-style-type: none"> ○ List of personnel ○ Responsibilities & lines of authority ○ Training and qualifications • Approach to assuring quality of services provided and conformance with performance objectives and standards • Methods and procedures for effective planning, operation and control of processes and performance of work • Procedures for inspection and surveillance of services <ul style="list-style-type: none"> ○ Scheduling and performance of inspection and surveillance ○ Measurement, data collection and analysis ○ Corrective action, preventive action, and continuous improvement ○ Oversight of subcontracted work • Documentation and records management • Communication with government (customers)
2.6.7.1	Quality Inspection and Surveillance	<p>The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be turned over to the KO within five calendar days of termination of the contract.</p>
2.6.7.2	Quality Inspection and Surveillance Report	<p>The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.</p>
2.6.8	Property Management Plan	<p>The Contractor shall establish and maintain a plan that meets the contract clause requirements of Specification Item 2.4, Government-Furnished Property, Materials and Services, of this Annex. This plan shall identify</p>

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		the Contractor's policies, procedures, and practices in receiving and performing physical inventories, repairing and maintaining, preserving and protecting, and reporting the disposition of accepted government property in its possession. The Property Management Plan shall be submitted per Section F.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	<p>The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.</p> <p>The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.</p>
2.7.1.1	Project Manager (PM)	<p>The Contractor shall provide a PM and designated alternate, as applicable, who has the have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site during the Government's regular working hours and shall be available on-site within one hour after the Government's regular working hours.</p> <p>The PM shall have satisfactory relevant experience at a comparable level of responsibility on contracts of similar size, scope and complexity.</p>
2.7.1.2	Quality Manager	<p>The Contractor shall provide a Quality Manager or designated alternate shall be on-site within during the Government's regular working hours and shall be available on-site within two hours after the Government's regular working hours. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract:</p> <p>The Quality Manager shall have satisfactory experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO.</p>
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in</p>

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		<p>the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have completed five years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and have completed the OSHA 30-hour construction safety class or equivalent within the last five years. The SSHO shall maintain competency through 24 hours of formal safety and health related coursework every four years.</p> <p>The SSHO shall NOT be the same person as the Project Manager.</p>
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal	No employee or representative of the Contractor will be admitted to the

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	Residency	site of work unless satisfactory Proof of Legal Residency is furnished per Section F.
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	<p>The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: https://doncmra.nmci.navy.mil.</p> <p>Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk , linked at https://doncmra.nmci.navy.mil.</p>
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F. The list shall include employee's full name and date of hire.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.
2.8.4	Access to Installation	<p>All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.</p> <p>The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.</p>

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2.8.4.1	NCACS Program	<p>NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit.</p> <p>The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges.</p> <p>Information on costs and requirements to participate and enroll in NCACS is available at http://www.rapidgate.com/vendors/how-to-enroll or by calling 1-877-727-4342.</p>
2.8.4.2	One-Day Passes	<p>Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.</p>
2.8.5	Access to Buildings	<p>The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties.</p>
2.8.6	Access Arrangements	<p>The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.</p>
2.8.6.1	Escort Arrangement for Secured Areas	<p>Many buildings have security islands or other secure areas that include all or part of the building. These areas are not accessible without escort.</p> <p>The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.</p> <p>Most secure areas have a phone, buzzer, etc. immediately outside to contact occupants, however, in some cases, the contractor may need to call the (POC) prior to arrival to arrange escort.</p> <p>The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contract if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait</p>

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		for an escort.
2.8.7	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.8.8	Access to Sensitive Unclassified Information	No Access to Sensitive Unclassified Information via the use of Government computers, IT, etc. is required, under this contract.
2.8.9	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.
2.9.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSSH and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The APP shall follow the abbreviated format and include, as a minimum, elements addressed in paragraph 11 of Appendix A of EM 385-1-1.</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs as specified below.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., non-recurring task orders) work occurrences shall be submitted at least two working days prior to start of work.</p> <p>Specifically:</p> <ul style="list-style-type: none"> ... For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed. ... For contracts with non-recurring work ELINs, the Contractor shall submit an AHA on non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the recurring work priced services.

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		<p>AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:</p> <ul style="list-style-type: none"> ... The steps of the service process; ... Identify potential hazards that exist as a result of the Contractor's service process within the environment; ... Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment; ... Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment; ... Inspection requirements to assure service activity is safe; and ... Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment. <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p>
2.9.3	Safety and Occupational Health (SOH) Risks and Compliance Plans	<p>Based on a risk assessment of recurring and non-recurring work requirements and on mandatory OSHA compliance programs, the Contractor shall develop, provide and implement all applicable compliance plans, as necessary for the situation or types of work to be performed under this contract. Compliance plans, programs, and procedures along with their respective references are detailed in Appendix A, paragraph 3.i of EM 385-1-1.</p> <p>These plans shall be submitted with the APP and shall be updated as situations change. Additional compliance plans, programs, and procedures shall be developed as applicable when new types of work are required under this contract. Additional requirements for specific compliance plans are provided below.</p>
2.9.3.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.3.2	Chemical Hazard Communication Program	The Contractor shall develop a project-specific chemical hazard communication program to include elements addressed in paragraph 06.B.01 of EM 385-1-1 and 29 Code of Federal Regulations (CFR) 1910.120 or 1926.59 requirements.
2.9.3.3	Confined Space Program	The Contractor shall develop an activity/site-specific confined space program to include elements addressed in paragraph 34.A of EM 385-1-1 and comply with relevant requirements in 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other Federal, state and local regulatory standards.

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2.9.3.4	Critical Lift Plan	<p>The Contractor shall develop a critical lift plan to explain how it will conduct lifts for any of the following conditions:</p> <ol style="list-style-type: none"> 1) Lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; 2) Lifts involving more than one crane , hoist, or LHE 3) Lifts of personnel; 4) Lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks 5) Lifts involving hazardous materials (e.g., explosives, highly volatile substances); 6) Lifts where the center of gravity could change; 7) Lifts without the use of outriggers using rubber tire load charts; 8) Lifts using more than one hoist on the same crane, hoist, or LHE; 9) Lifts involving Multiple Lift Rigging (MLR) Assemblies or other non-routine or technically difficult rigging arrangements; 10) Lifts involving submerged loads. Exception: lifts that were engineered to travel in guided slots throughout the lift and have fixed rigging and/or lifting beams, i.e., intake gates, tailgates/logs); 11) Lifts out of the operator's view. (Exception: if hand signals used by a signal person in view of the operator or radio communications are available and in use, load does not exceed two tons AND is determined a routine lift by the lift super.) <p>The critical lift plan shall include elements addressed in paragraph 16.H of EM 385-1-1, paragraph 1.7.2 of NAVFAC P-307, and comply with requirements in ASME B30.22, ASME B30.3; ASME B30.5, and ASME B30.8.</p> <p>The Contractor shall complete and maintain a copy of the Crane Operating Checklist For Critical Lifts, provided within the Forms in J-0200000-07, for each lift.</p>
2.9.3.5	Fall Prevention and Protection Plan	<p>The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.D of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. The fall prevention and protection plan shall include a Rescue and Evacuation Plan in accordance with EM 385-1-1, Section 21.N. A competent person for fall protection shall prepare and sign the plan.</p>
2.9.4	Crane Operations	<p>All operations of Cranes, Multi-Purpose Machines and Material Handling Equipment shall comply with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926.</p> <p>The Contractor shall comply with paragraph 1.7.2 of NAVFAC P-307 and notify the Contracting Officer at least 24 hours prior to bringing any crane (including delivery vehicles with crane boom attachments), multi-purpose machines, material handling equipment, or construction equipment that may be used in a crane-like application to lift suspended loads on board a Navy Installation. Written documentation of the last weight test of the crane and all related weight handling equipment (e.g. attachments, rigging gear, etc.) shall be maintained on site.</p>

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		<p>A joint verification with the Government representative must be performed to ensure that a legible and indelible completed copy of Appendix P, Figure P-1 of NAVFAC P-307 is maintained on the crane, multi-purpose machine, and material handling equipment or construction equipment used in a crane-like application to lift suspended loads. The following certification and testing documentation shall be on site prior to entry and use on any Navy Installation:</p> <ol style="list-style-type: none"> 1) Crane, multi-purpose machine, material handling equipment or construction equipment used in a crane-like application to lift suspended load certification 2) Load testing 3) Yearly, monthly and daily inspection logs 4) Rope/sling certifications 5) Operator certifications/designations 6) Designation of person performing log inspections 7) Cranes that are permanently located on a Navy Installation shall have a quarterly joint verification.
2.9.4.1	Crane Inspections	<p>The Contractor shall ensure all inspections are performed in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 (daily, monthly, quarterly, yearly), and retain the current documentation of inspections. Documents shall be kept on site. Daily pre-use inspections and testing shall be performed on all load hoisting and lowering mechanisms, boom hoisting and lowering mechanisms, swinging mechanisms, travel mechanisms (if to be used that day), and safety devices. Cranes that have to be re-rated shall be in accordance with SAE Recommended Practices, Crane Load Stability Test Code J765 and documentation maintained on site. The Contractor shall have an operational anti-two block device or a two-block damage prevention feature for all points of two blocking and a boom hoist disconnect, shutoff, or hydraulic relief to automatically stop the boom hoist when the boom reaches a predetermined high angle.</p>
2.9.4.2	Rigging Gear	<p>The Contractor shall ensure rigging gear and below the hook lifting devices and personnel comply with the following requirements:</p> <ol style="list-style-type: none"> 1) Personnel performing rigging shall have an understanding of all signs, notices, and operating instructions, and be familiar with the applicable hand signals prescribed by the ASME B30 standard for the type of crane in use. 2) Personnel performing rigging shall be familiar with the rigging requirements in EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926. 3) The Contractor shall inspect rigging gear in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 and paragraph 1.7.2 of NAVFAC P-307. Certification records shall be made available for review upon request.
2.9.4.3	Crane Operators	<p>Crane operators shall meet the personnel qualifications requirements in paragraph 16.B of EM 385-1-1 and paragraph 1.7.2 of NAVFAC P-307. For mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 2,000 pounds or greater, designate crane operators as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators).</p>
2.9.5	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of</p>

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		<p>Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F. Required or special forms are provided within the Forms in J-0200000-06.</p> <p>For a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <p>The Contractor shall conduct an accident investigation for any weight handling equipment accident (including rigging gear accidents) to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and submit per Section F. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer.</p>
2.9.5.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> 1) Death, regardless of the time between the injury and death, or the length of the illness; 2) Days away from work (any time lost after day of injury/illness onset); 3) Restricted work; 4) Transfer to another job; 5) Medical treatment beyond first aid; 6) Loss of consciousness; or 7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above. <p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p>

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		<p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p> <p>WHE Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occur. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)</p>
2.9.6	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.7	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.
2.9.8	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.9	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> ... The site is safe and free of job-site hazards ... Proper PPE is being utilized and worn. ... Safe work practices and processes are being followed. ... Workers are familiar with the hazards covered in the respective AHA for that work activity. ... All equipment and tools are in good condition and being used safely. <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify</p>

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		the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.
2.9.10	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.11	Safety Apparel on Jobsites	The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2010 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2010 Class I compliant apparel.
2.9.12	Emergency Medical Treatment	Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> ... Reduce purchase and use of toxic and hazardous materials; ... Expand purchase of green products and services; increase recycling; ... Reduce energy and water use; ... Increase use of alternative fuels and renewable energy; ... Integrate green building concepts in major renovations and new construction; ... Prevent pollution at the source; and ... Continual improvement. <p>Policy:</p> <ul style="list-style-type: none"> ... Protect public health and the environment by being an environmentally responsible member of the community; ... Preserve our natural, historic and cultural resources; ... Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials; ... Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military

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		<p>training activities;</p> <p>... Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste;</p> <p>... Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;</p> <p>... Enhance our program as we develop and implement an Environmental Management System; and</p> <p>... Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</p> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.10.1	Energy Management Program	<p>The Contractor shall comply with the installation's energy management program.</p> <p>The Contractor shall attend periodic meetings with the Installation Energy Manager, where energy and water efficiency goals and project status will be discussed to ensure that any Contractor work complements and optimizes efficiency efforts.</p>
2.10.1.1	Water Conservation Plan	N/A
2.10.1.2	Energy Efficient Products	<p>The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.</p>
2.10.2	Environmental Protection	<p>The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees</p>

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		receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.10.2.1	ODS Requirements for Refrigerant Recycling	<p>Technicians must be certified through an EPA approved program. Copies of the certifications shall be maintained at the employee's place of business and/or carried as a wallet card by the technician.</p> <p>Records are maintained for all refrigerant removal operations performed prior to small appliance or motor vehicle air condition appliance disposal. The recovery date, technician's name and a statement that all refrigerant that had not previously leaked was removed in accordance with 40 CFR 82 shall be included in the disposal records.</p> <p>MIDLANT via a Refrigerant BMS has developed specific forms that will need to be completed by the contractor for any refrigerant work. All completed forms will need to be provided to Navy environmental personnel (Code 106) to ensure compliance with EPA Clean Air Act requirements outlined in 40 CFR 82. BMS and associated forms available upon request.</p> <p>Records kept for all refrigerant recovery operations/services performed on equipment that normally contains 50 pounds or more refrigerant will include the service date, service description, amount of refrigerant purchased, and amount of refrigerant added.</p> <p>Refrigerant leaks on equipment, which normally contain 50 pounds or more refrigerant, are repaired within 30 days of leak discovery.</p> <p>Leak repairs for equipment normally containing 50 pounds or more refrigerant are documented, including the date of leak discovery and date repaired, technician's name, amount of refrigerant vented, and amount purchased and added. Satisfactory leak repair verification tests are documented within 30 days of repair.</p> <p>Records detailing accidental venting of ODS are maintained; these records shall include as a minimum the date, type, location, amount vented, and reason for venting.</p> <p>Records detailing the type and amount of refrigerant purchases shall be kept.</p> <p>All reclaimed class I refrigerant shall be stored in approved containers, made for the intended purpose and disposed of according to Federal, State, and Local Laws and Regulations.</p> <p>Contractor ODS records shall be available to the KO upon request.</p>
2.10.2.2	Non-Hazardous Waste Disposal	The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.

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		<p>All non-hazardous, non-regulated debris and rubbish resulting from the work under this contract shall be disposed of at appropriate off installation waste handling facilities.</p> <p>All regulated, non-hazardous waste shall be disposed of in accordance with all applicable Federal, state, and local laws, regulations, and with base-wide instructions.</p>
2.10.2.3	Hazardous Waste Disposal	The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws and regulations. No disposal of hazardous waste onboard the installation is allowed. All waste disposal must be coordinated with the Navy. Navy environmental personnel (Code 106) must sign any hazardous waste manifests.
2.10.2.4	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations at no additional cost to the Government. All spills must be reported to Navy representatives. Any communication with regulatory agencies must be conducted by or in coordination with Navy environmental personnel.
2.10.2.5	Hazardous Material Management	<p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall post Material Safety Data Sheets (MSDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked, the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p>
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.7	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.8	Salvage	If appropriate, all material and equipment removed or disconnected that is sound and of value shall remain the property of the Government. The Contractor shall deliver this material and equipment at the Contractor's expense to the designate of the KO.
2.10.2.9	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and follow-up with written ACM Notification within 24 hours.
2.10.3	Sustainable	The Contractor shall develop, submit, and implement a Sustainable

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	Procurement and Practices	<p>Procurement and Practices Plan per Section F. This plan shall identify how the Contractor will comply with all applicable Federal, state and local laws and regulation, including E.O. 13423, E.O. 13514, Installation Energy Management Program and Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:</p> <ul style="list-style-type: none"> ... Recycled Contents Products ... Energy/Water efficiency ... Energy Efficient Tools and Equipment ... Alternate Fuels and Alternate Fuel Vehicles ... Biobased Products ... Non-Ozone Depleting Products ... Environmental Preferred Products and Services ... Low/Non-Toxic and Hazardous Materials <p>The Contractor shall submit an annual Sustainable Delivery of Services Report per Section F.</p>
2.10.3.1	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (<i>e.g.</i> , Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.2	Use of Recovered Materials	<p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO before it is used.</p>
2.10.3.3	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE

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Spec Item	Title	Description
		PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at http://www.usda.gov/biopreferred .
2.11	Disaster Preparedness	The Contractor shall comply with the installation's Contingency Instruction. The Contractor shall support the installation contingency response plan as directed by the KO.
2.12	Technical Library	N/A
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	Recurring Work Procedures	
2.14.1	Notification to the Government for Work Above the Recurring Work Limitations	The Contractor is fully responsible for work up to the recurring work limits. Recurring work limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the recurring work limits, the Contractor shall notify the KO within two hours of identification for further direction. The Government may issue a task order in accordance with the non-recurring work portion of the contract detailed below or accomplish the work by means other than this contract.
2.14.2	Recurring Work Exhibit Line Item Numbers (ELINs)	Recurring work ELINS are provided in J-0200000-08.
2.15	Non-recurring Work	Non-recurring work is identified in each applicable annex or sub-annex. Non-recurring work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all non-recurring task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. Non-recurring work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Non-recurring Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as a non-recurring work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The fixed price for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.15.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform non-recurring work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at www.emall.dla.mil http:// under NAVFAC contract. The Contractor is required to report all non-recurring work quantities ordered via EMALL monthly to the KO.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed EMALL orders will be made using the GPC. Reference "payment by third party" clause FAR 52.232-36. The Contractor shall possess the capability to invoice and receive payment for

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Spec Item	Title	Description
		non-recurring work via an electronic medium with supported command representatives utilizing their GPC. No partial or advance payments will be provided.
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the recurring work portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes a FFP task order.
2.15.2.1	Non-recurring Work Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit a non-recurring work proposal to the KO within two working days following receipt for each potential task order which includes: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the non-recurring Exhibit Line Items (ELINs) provided in Section J.
2.15.2.1.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the recurring portion of the contract.
2.15.2.2	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.15.3	Non-recurring work ELINS	Non-recurring work ELINs are provided in J-0200000-08.

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Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Facility Investment services for facilities under the responsibility of PWD Maine. Most work will occur at Portsmouth Naval Shipyard in Kittery, ME, however, additional work, at facilities including, but not limited to those from Northern Maine to Southern New England may be identified as needed.
1.1	Concept of Operations	<p>The intent of 1502000 Facility Investment is to specify the requirements for Sustainment, Restoration, and Modernization (SRM) sub-functions only. The Facility Investment requirements within this sub-annex primarily consist of infrastructure sustainment and minimal restoration and modernization work. Sustainment is the maintenance and repair necessary to keep an inventory of facilities and other assets in good working order. Restoration and modernization normally consists of major rehabilitation and capital improvements that is accomplished through other Navy programs. Some major repair, minor construction and stand-alone demolition may be accomplished as part of Facility Investment.</p> <p>The Contractor may perform maintenance, repair, alteration, demolition and minor construction for the following:</p> <p>Building and Structures</p> <ul style="list-style-type: none"> -Interior and exterior finishes -Roofing -Foundation -Structural Components -Cathodic Protection Systems -Tanks -POL System -Pipelines <p>Building Systems</p> <ul style="list-style-type: none"> -HVAC -Fire Protection -Vertical Transportation Equipment (VTE) -Intrusion Detection Systems -Bridge and Jib Cranes -Boilers (excluding Central Utility Plant Boilers) -Unfired Pressure Vessels (UPV) -Compressed Air Systems -Potable Water (including backflow prevention devices) -Wastewater -Electrical -Lightning Arrestors and Grounding Devices -Cathodic Protection Systems -Auxiliary Generator Systems (including emergency and portable generators) -Uninterruptible Power Systems (UPS) -Grease Traps -Exhaust Hoods and Ducts -Weight Handling Equipment (WHE) <p>Miscellaneous</p>

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Spec Item	Title	Description
		<ul style="list-style-type: none">-Signs-Fences-Locksmith-Drainage Ditches-Monuments-Flag Poles-Unpaved Roads (gravel roads)Roads and Paved Surfaces-Traffic Control Devices-Bicycle Paths-Pedestrian/Jogging Paths-Striping-Curbs-Sidewalks-Parking Lots-Bridges-Drainage Systems-Outdoor CourtsWaterfront-Piers-Bulkheads-Wharfs-Cathodic Protection Systems

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Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1502000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the FI function.
2.2.1	Certification, Training, and Licensing	<p>All maintenance and repair shall be performed by personnel trained and certified per the OEM.</p> <p>Personnel inspecting, witnessing tests, preparing reports, and issuing certificates for boilers and UPVs must be qualified per UFC 3-430-07.</p> <p>Personnel maintaining, repairing, inspecting, testing, operating, or rigging WHE shall be qualified per NAVFAC P-307.</p> <p>Personnel inspecting and testing crane and railroad trackage shall be qualified per NAVFACINST 11230.1.</p> <p>Personnel inspecting, certifying, and making recommendations for corrective action for backflow preventers shall be certified per UG-2029-ENV.</p> <p>Personnel performing inspections and tests on VTEs must be qualified per NAVFAC MO-118.</p> <p>Personnel inspecting and testing engine test facilities shall be qualified per UFC 4-212-01N.</p> <p>Personnel working on systems, equipment or components containing chlorofluorocarbons (CFCs) and/or hydro-chlorofluorocarbons (HCFCs) must be certified under an Environmental Protection Agency (EPA) approved technical certification program per OPNAVINST 5090.1 Chapter 6.</p> <p>Personnel working with or on electrical or electronic equipment must be trained and certified per NAVFAC MO-200.</p> <p>Personnel conducting ground safety checks on lighting arrestors or grounding devices on facilities housing ammunition and explosives must be certified per NAVSEA OP-5.</p> <p>Personnel working on fire protection systems must be certified per UFC 3-600-02.</p> <p>Personnel performing work on transformers must be knowledgeable of proper procedures for handling and disposing of insulating fluid containing polychlorinated biphenyls (PCBs)</p> <p>Personnel performing work in HAZMAT/HAZWASTE must complete the HAZMAT/HAZWASTE handling course or have a minimum of one year of experience working with HAZMAT/HAZWASTE.</p> <p>Personnel performing work and obtaining test data on the cathodic protection system must be trained per UFC 3-570-06.</p>

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Spec Item	Title	Description
		<p>All maintenance trade personnel certifying or inspecting repair or maintenance work that does not require an inspector certified by a governing directive shall be qualified at the journeyman level.</p> <p>The Contractor shall submit proof of all certification, training, and licensing requirements per Section F.</p>
2.3	Special Requirements	
2.3.1	Workmanship and Material Standards	<p>The Contractor shall be responsible for maintaining all facilities, systems, and equipment, identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and corrects deficiencies in a timely manner to assure full life expectancy of the facilities, systems, and equipment. Best commercial practices shall be applied in the performance of work. All work shall be completed per approved and accepted industry and equipment manufacturers’ standards and shall comply with building and safety codes, applicable activity, local, state, and federal regulations, and other technical requirements identified within this technical sub-annex.</p> <p>Workmanship for maintenance and repair shall include all work necessary to complete facility and system restoration, including touch-up painting and operational checks. Upon completion of work, the Contractor shall ensure all facilities, systems, and equipment are free of missing components or defects which would affect the safety, appearance, or habitability of the facilities and structures or would prevent any electrical, mechanical, plumbing or structural system from functioning in accordance with design intent. Repairs shall be made in accordance with the manufacturers’ specifications and guidelines, and standard building codes. The quality of repairs shall meet the applicable standards and shall prevent any malfunction reoccurrences caused by poor workmanship or other contractor inadequacies. The quality of the repaired areas shall be fully compatible with adjacent surfaces or equipment. Except where otherwise specified, replacements shall match existing in dimensions, finish, color, design, and functionality and shall have an appearance similar to the original finished appearance with only minor unobjectionable deterioration resulting from normal use.</p> <p>The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed.</p>
2.3.2	Historical Preservation	<p>PNSY contains a historic district, historic buildings, structures, landscapes and areas of archaeological sensitivity. The Navy must consider effects of undertakings on historic resources pursuant to 36CFR800, Section 106 of the National Historic Preservation Act, DoD and Navy policies. Work which affects historic resources must be coordinated with PWD-ME CRM.</p>
2.4	References and Technical Documents	<p>References and Technical Documents are listed in J-1502000-02.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	Recurring Work	The Contractor shall maintain, repair, and alter to ensure they are fully functional and in normal working condition.	<p>The Contractor shall develop, implement, and execute a Maintenance Program, Inspection, Testing, and Certification Program, and Other Recurring Service Program to maintain and repair facilities, equipment and systems.</p> <p>The Contractor shall perform Trouble Calls in accordance with specified thresholds.</p> <p>The Contractor shall provide all necessary test instruments, equipment, and tools required to perform maintenance and repair.</p>	Facilities, ground structures, personal property equipment, and installed equipment and systems are in normal working condition and function properly in accordance with specified standards.
3.1	Service Orders	The Contractor shall perform Service Order work in a timely manner and ensure facilities, ground structures, personal property equipment and installed equipment and systems are restored to a safe, normal working condition and function properly.	<p>The Contractor shall receive service orders in accordance with the work reception requirements in Annex 2.</p> <p>The Contractor shall maintain sufficient materials and equipment on hand to support service order work requirements. Lack of availability of material or equipment will not relieve the Contractor from the requirement to complete service order work within the time limits specified.</p> <p>The Contractor shall schedule and perform service orders in a way that minimize disruptions to customers and Government operations.</p> <p>The Contractor shall perform service orders to accomplish any work identified within the entire boundary of the</p>	<p>Service order work is responded to and completed within the specified time.</p> <p>Facilities, systems, and equipment are restored to normal working condition, including recertification if applicable.</p> <p>When repair is complete the facility, system or equipment does not present danger to personnel or equipment.</p>

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>installation and will include a wide variety of work.</p> <p>Descriptions of the classifications of service orders (emergency, urgent, and routine) are provided in the Definitions and Acronyms in J-1502000-01.</p> <p>The Government may combine multiple repair requirements received for the same trade in the same building or structure at the same time into one service order as long as the service order threshold is not exceeded.</p> <p>Service orders are limited to a threshold of 4 hours labor and \$100.00 direct material cost.</p> <p>Multiple service orders may be issued to cover work that exceeds the threshold of a service order and will be at the discretion of the government.</p> <p>The Contractor shall notify the KO upon identification that the service order will exceed the liability limits specified below in accordance with reporting requirements in Annex 2. IDIQ labor hours and material may be issued for repairs exceeding the service order limit. If IDIQ work is issued for repairs, the Government will only pay for the portion of labor and/or material that exceeds the service order limits.</p>	

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			The Contractor shall submit a monthly summary of completed service orders per Section F.	
3.1.1	Emergency Service Orders	The Contractor shall respond to emergency service orders and arrest emergent conditions to minimize and mitigate damage to facilities, ground structures, personal property equipment, and installed equipment and systems and danger to personnel.	<p>The Contractor shall perform emergency service orders 24 hours a day, seven days a week throughout the contract period. The Contractor shall respond to emergency service orders with the appropriate service personnel and equipment to commence work immediately. The Contractor shall remain at the work site until the emergency has been arrested.</p> <p>Once the emergency is mitigated, the Contractor shall restore the facility, ground structure, personal property equipment or installed equipment and system to normal working condition using the remaining man-hours and materials up to the service order limit. The Government may issue an urgent or routine service order or IDIQ task order for the follow-on work required to repair/restore the facility, ground structure, personal property equipment or installed equipment and system.</p>	<p>Emergency service orders responded to within one hour of receipt of call. Emergency service orders are arrested within 24 hours of receipt of call.</p> <p>Work is continued without interruption until emergent condition is arrested.</p>
3.1.2	Urgent Service Orders	The Contractor shall complete urgent service orders in a timely manner and ensure facilities, ground structures, personal property equipment, and installed equipment and systems are restored to a safe, normal working condition and function properly.	The Contractor shall perform urgent service orders to repair deficiencies without extended delay, therefore preventing further damage to facilities, ground structures, personal property equipment, and installed equipment and systems.	Urgent service orders are completed within five working days.
3.1.3	Routine Service Orders	The Contractor shall complete routine service orders in a	The Contractor shall perform routine service orders to repair deficiencies and return	Routine service orders are completed within 30 calendar days.

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
		timely manner and ensure facilities, ground structures, personal property equipment, and installed equipment and systems are restored to a safe, normal working condition and function properly.	facilities, ground structures, personal property equipment, and installed equipment and systems to normal working condition. Performance of routine service orders is not required outside of Government regular working hours.	
3.1.4	Sewer & Drain Clearing Service Orders	Contractor shall provide onsite sewer & drain clearing service to Portsmouth Naval Shipyard and Admiralty Village housing.	Contractor shall provide all labor, equipment and materials required to perform onsite sewer & drain clearing services to include: 1) Clearing sewer lines inside facilities and/or removing existing fixtures as required. 2) Clearing sewage collection system laterals and mains to include snaking, jetting and root cutting as needed. 3) Clearing storm water system components to include roof leaders, floor drains, building laterals, and collection lines. 4) Cleanup work area per standard practice. Contractor shall arrive onsite with a full tank of water if required for jetting. Contractor may use government facilities to refill the jetting machine tank.	Sewer & Drain Clearing Service respond to within two hours from receipt of call. Respond to and provide service 24 hrs per day, 7 days a week.
3.1.5	Sewer & Drain	Contractor shall	Contractor shall provide all	Sewer & Drain

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
	Inspection Recording Service Orders	provide onsite sewer & drain inspection recording service to Portsmouth Naval Shipyard and Admiralty Village housing.	<p>labor, equipment and materials required to perform onsite sewer & drain inspection recording services for up to two (2) hours. This includes providing video recording to the government on a DVD within 48 hours of the service call.</p> <p>Contractor shall be responsible for incidental materials required to record the video and to provide the government with a DVD with findings.</p>	Inspection Recording Service respond to within two hours from receipt of call. Respond to and provide service 24 hrs per day, 7 days a week.
3.2	Preventive Maintenance (PM) Program	The Contractor shall develop and implement a PM program for facilities, ground structures, personal property equipment, and installed equipment and systems to ensure proper operation, to minimize breakdowns, and to maximize useful life.	<p>The Contractor shall develop and submit a PM program per Section F.</p> <p>The Contractor is fully responsible for and shall perform any repairs, including replacement, discovered during scheduled maintenance work up to a total of \$150 per occurrence in direct material and labor cost under the Recurring Work portion of the contract. Incidental repair work performed under maintenance is not considered a service order.</p> <p>Notification of repair work exceeding the incidental repairs limit shall be submitted to the KO within two hours of identification. Service orders or IDIQ work may be issued for</p>	<p>Maintenance is accomplished in accordance with the Contractor's PM program and work schedule.</p> <p>PM is performed in accordance with OEM recommended procedures and Industry standards.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>repairs exceeding the incidental repairs limit.</p> <p>The Contractor shall not use breakdown maintenance as part of the PM program.</p> <p>The PM program shall provide an economical approach, OEM maintenance procedures, and industry standards required to satisfy equipment warranties and keep facilities, ground structures, personal property equipment, and installed equipment and systems in normal working condition.</p> <p>Excessive, repeated system, equipment breakdowns or deficiencies may indicate the need to adjust or modify the Contractor's PM program. These changes will be made at no additional cost to the Government.</p> <p>For each individual piece of equipment inspected, tested and serviced during the PM the Contractor shall affix a weather proof tag or label with (at a minimum) the Contractor company name, equipment identification, the date of the PM and initials of the person performing the PM. An example of the tag/label shall be included in the</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>maintenance program submittal.</p> <p>For each facility, the Contractor shall submit a monthly maintenance schedule and unaccomplished maintenance report per section F.</p>	
3.2.1	Auxiliary Generators	The Contractor shall perform prescriptive maintenance on auxiliary generators to ensure safe, reliable, uninterrupted service.	<p>The Contractor shall comply with Manufacturers Operation, Maintenance (O&M) and Repair of Auxiliary Generators as well as NAVFAC MO-912. This would include obtaining and providing results of Oil samples on generators identified on inventory list.</p> <p>Prescriptive maintenance shall also include periodic startup, run and load test of all auxiliary generators to ensure operability.</p> <p>Diesel generator inventory can be found in attachment J-1502000-03.</p> <p><i>Caterpillar and Kohler Generator preventive maintenance shall be performed by an authorized and trained Caterpillar and/or Kohler Service Technician.</i></p> <p><i>Contractor shall include all recommended maintenance items for “Every Year and Every 3 Years” frequency per J-1502000-03-1.</i></p>	<p>Auxiliary generators provide electrical power to meet the load demand for the duration of a power outage.</p> <p>Maintenance of auxiliary generators performed in compliance with manufacturers O&M and NAVFAC MO-912.</p>
3.2.2	Diesel and Electric Fire Pump Drivers	The Contractor shall perform prescriptive maintenance on diesel and electric fire pump drivers to ensure safe,	Prescriptive maintenance shall be performed on the drivers only. Maintenance and monthly operation of the pump is performed by the fire	Maintenance of pump drivers is performed in compliance with. NFPA Standard 25, Chapter 8, and Table 8.1.2 as

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
		reliable, uninterrupted service.	<p>suppression Contractor.</p> <p>The Contractor shall comply with requirements specified in National Fire Protection Association (NFPA) Standard 25, Chapter 8 and Table 8.1.2, Alternative Fire Pump Inspection, Testing, and Maintenance Procedures.</p> <p>Diesel fire pump inventory can be found in attachment J-1502000-04.</p> <p>Electric fire pump inventory can be found in attachment J-1502000-05.</p> <p><i>All maintenance procedures shown in Table 8.1.2 shall be performed on an annual basis.</i></p>	specified.
3.2.3	Uninterrupted Power Supply (UPS)	The Contractor shall perform maintenance on UPS systems to ensure safe, reliable, uninterrupted power.	The Contractor shall develop and implement a maintenance program of UPS systems in accordance with OEM recommendations. See J-1502000-06 for UPS inventory.	UPS system provides uninterrupted power during outages as designed.
3.2.4	Dry Dock Controls	The Contractor shall perform maintenance on Dry Dock Controls to ensure proper operation, to minimize breakdowns, and to maximize useful life	<p>Contractor shall perform annual on-line and off-line service to the pump well control systems located at:</p> <ul style="list-style-type: none"> ... Dry dock 1, 2, 3 pump wells ... PWD-Maine Office (Bldg 59) ... Power Plant (Bldg 72). <p>All work is to be done during normal working hours Monday through Friday excluding Federal Holidays. The Off-line inspections are to be coordinated and performed on separate visits from each other to accommodate dock and construction schedules.</p> <p>Contractor shall provide</p>	Maintenance is performed in accordance with OEM standards.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Emergency Service including travel, expenses, labor and material on an as needed basis. This will allow for quick response to emergency situations as they may arise or if problems cannot be resolved via telephone technical assistance support during the annual contract period. Include \$10,000 in the Recurring Work cost for this service.</p> <p>Contractor shall calibrate 9 pressure transducers for dock water level control and auxiliary sea water pressure monitoring. Calibration shall be performed in accordance with NIST standards.</p> <p>Provide 10 hours of Yokogawa telephone technical assistance support. This is to be 24/7 support from the Technical Assistance Center.</p> <p>Provide an annual On-Site maintenance visit for the UPS systems provided with the system. The maintenance is to be performed by the OEM, Eaton Powerware. Submit a report of PM identifying the battery module serial numbers and associated Dry dock, PWD-Maine Office (Bldg 59) and the Power Plant (Bldg 72).</p> <p>Replace all batteries on a three year rotating basis in all UPS's. One UPS will receive new batteries each year. Battery modules should be replaced every third year starting with DD#2 first year then DD#3 second year then followed by DD#1 on the third year. Replaced battery modules are to be sent to Building 357 Hazardous Waste Facility for disposition.</p> <p>Contractor shall submit written reports of all maintenance</p>	

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>performed and findings of deficient operations or equipment. Any deficiency reports shall include a description of proposed corrective actions proposed with a cost to perform the work.</p> <p>YOKOGAWA, the OEM, has previously performed the above stated work and may be the only company certified to perform the work.</p>	
3.3	Inspection, Testing, and Certification Program	The Contractor shall provide inspection, testing, and certification services to ensure equipment is safe, fully functional, and operational.	<p>The Contractor shall develop an inspection, testing, and certification program.</p> <p>The Contractor shall submit an inspection, testing and certification schedule and a copy of Contractor certifications.</p>	<p>All certifications are current.</p> <p>Testing, inspection, and certification services performed and completed in accordance with the Inspection, Testing, and Certification Program and Schedule.</p> <p>Testing, inspection, and certification services performed in accordance with applicable references.</p>
3.3.1	Backflow Prevention Devices	The Contractor shall prepare, inspect, and test backflow prevention devices to ensure they are fully functional and operational.	<p>The Contractor shall comply with inspection, testing, and certification requirements of the applicable regulatory agency and O&M Water Supply Systems, UFC-3-230-02, UG-2029-ENV, and OPNAVINST 5090.1.</p> <p>The inventory of backflow prevention devices and date of last inspection and testing is provided in J-1502000-07.</p> <p>When a backflow prevention device fails, the Contractor shall submit a detailed estimate of labor hours and materials required to repair the backflow for certification.</p>	<p>Testing, inspection, and certification of backflow prevention devices performed and completed in accordance with the Inspection, Testing, and Certification Program and Schedule.</p> <p>Backflow prevention devices are certified in accordance with UFC-3-230-02, UG-2029-ENV, and OPNAVINST 5090.1.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.3.2	Automatic Transfer Switch (ATS)	The Contractor shall prepare, inspect, and test ATS devices to ensure they are fully functional and operational.	The Contractor shall press and hold test switch for 15 seconds and verify ATS transfers to alternate power source and returns to normal power without incident.	ATS testing is performed according to Contractor's schedule
3.4	Other Recurring Services	The Contractor shall develop and implement an Other Recurring Services Program for installed equipment and systems to ensure proper operation, to minimize breakdowns, and to maximize useful life.	Other recurring services include, but not limited to bridge cleaning, catch basins, sewage lift station and oil water separator cleaning. The Contractor shall submit an Other Recurring Services Program Summary Report.	Other recurring services are accomplished in accordance with the Contractor's program and work schedule. Services are performed in accordance with OEM recommended procedures and Industry standards.
3.4.1	Bridge Cleaning	The contractor shall perform cleaning services on Bridges 1 and 2 to ensure all surfaces are clean and to maximize useful life.	Annually, using properly sized hoses and nozzles, remove all sand, salt, and other debris from all superstructure surfaces, bridge bearings, and top surfaces of piers and abutments of Bridges 1 and 2 by flushing with water. Obtain access to the underside of both bridges by using a "snooper" inspection truck. The Government shall supply water from the nearest fire hydrant. The contractor shall use water delivery devices, i.e., nozzles, hoses, pumps (if necessary), etc., to sufficiently clean the bridges but not to cause damage to painted surfaces. The contractor shall not at any time cause both lanes of either bridge to be shut down simultaneously. Coordination with NAVFAC Performance Assessment Representative will be necessary to obtain approved (partial) road outages.	All sand, salt, and other debris are removed from all superstructure surfaces, bridge bearings and top surfaces of piers and abutments of Bridges 1 and 2. Cleaning is accomplished in accordance with the Contractor's program and work schedule.
3.4.2	Catch Basins	The Contractor shall clean designated catch basins and remove and dispose of waste and	The Contractor shall clean designated catch basins and remove and dispose of waste and debris to ensure they	Catch basins are cleaned in accordance with the Contractor's program and work

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
		debris to ensure they function properly.	<p>function properly annually.</p> <p>The Contractor shall dispose of waste and debris at building 357. This will require coordination efforts with NAVFAC Performance Assessment Representative to obtain an area for decant material at building 357.</p> <p>Refer to J-1502000-09 for additional catch basin cleaning information.</p> <p>The Contractor shall update J-1502000-09-1 (Catch Basin Data Sheet) as work progresses.</p>	schedule.
3.4.2.1	Line Flushing	The Contractor shall flush drain lines to ensure they are clear and flow freely.	The contractor shall annually flush 3000 LF inside the CIA and 3000 LF outside the CIA. The Government will provide drawings showing drain lines to be flushed.	Drain lines flow freely with no blockages.
3.4.3	Storm Water Management Structure Cleaning	The Contractor shall provide inspection and maintenance activities for Storm Water Management Systems.	<p>ANNUAL</p> <p>Structures to be maintained include:</p> <ol style="list-style-type: none"> 1) SMS-003-01, Building 170 Subsurface Chambered Soil Filter 2) SMS-005-01, Building 389 Subsurface Detention Chambers (Beaumont Ave) 3) SMS-005-02, Building 389 Subsurface Chambered Soil Filter <p>Refer to J-1502000-11 for complete inspection and maintenance activities.</p> <p>The contractor shall provide 4 copies of written reports summarizing findings and include therein the completed photographic documentation and inspection reports.</p>	Storm Water Management Structure Cleaning is to be performed during the Spring/Summer months.
3.4.4	Sewage Lift Station & Ejector Pump Cleaning and Inspection	The Contractor shall provide cleaning services to sewage lift stations and ejector pumps to ensure	<p>WET WELL CLEANING & INSPECTION</p> <p>Buildings: Annual - 297, 357</p>	Sewage stations are cleaned in accordance with the Contractor's program and schedule.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
		surfaces are clean, units function properly and to maximize useful life.	<p>Semi Annual - *292, 296, 373 *additional services listed below.</p> <p>The Government will operate the lift station, i.e. turning it off, pumping the lift station down, and then restarting it after the cleanup is finished.</p> <p>Cleaning service includes the complete pumping, removal, and disposal of Wet Well contents and the containment and collection of all solids, liquids, greases, oils, sludge, dirt and debris from the Wet Well. Thoroughly clean all interior surfaces and components within the Wet Well. This includes cleaning of any grating, cover, piping, screen, strainer, or similar component used for trapping debris. Items shall be cleaned of all residue, sludge, solids, and other contaminants.</p> <p>*Building 292 Provide the following services during wet well pumping twice a year:</p> <ol style="list-style-type: none"> 1) Video condition inspection under well-lit conditions. 2) Wash down and service the channel grinder in accordance with attached Operations and Maintenance Manual J-1502000-10-1. Service shall be performed by a manufacturer qualified technician. 3) Wash down the bypass and invert channel. <p>Building 292 Wet Well and equipment cleaning shall be scheduled to occur in one of the two circumstances described below:</p> <ol style="list-style-type: none"> a) <i>Without</i> bypass pumping: Weekday evening after 4 pm when there is no forecasted rainfall and when the tide is less than 8 feet during the evolution of the cleaning. b) <i>With</i> bypass pumping: Weekday during normal operating hours (7a to 4p) upon 	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>government approval of bypass pumping.</p> <p>Precautions shall be taken to prevent the overflow and discharge of contaminants from the Wet Well into the sewerage system. The Contractor shall be responsible for costs associated with any cleanup resulting from such overflow and discharge while performing cleaning services. The price for this work shall include all transportation and disposal costs for the materials removed from the Wet Well during this cleaning service.</p> <p>At the completion of cleaning, the Contractor shall pump down the Wet Well to the maximum extent practicable, and wipe clean all interior surfaces to a condition free of residues and contaminants. The Wet Well shall be gas-free of explosive or toxic vapors, safe and suitable for entry by Government personnel not wearing respirators for performance of visual or other non-destructive tests.</p> <p>Disposal: Trucking to be provided by the contractor and shall consist of two 3,500 gallon trucks and coordinated with an approved treatment facility (i.e. Kittery Sewer District) for location of discharge off base. Contractor is responsible for associated traffic and safety controls.</p> <p>Sewage Ejector Pumps - Perform annual pumping, cleaning and disposal service at Buildings 238 and H-10. Pumping, cleaning, inspection and disposal requirements shall be the same as those referenced above for annual cleaning.</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Prior to the start of work the Contractor shall submit to the KO for approval a Wet Well Cleaning Plan. Contractor's proposed Procedures shall reflect compliance with 29 CFR 1910, Part 94. Hazardous chemicals shall not be introduced into, nor hazardous wastes generated by, the Contractor's proposed Wet Well Cleaning Plan.</p> <p>The Contractor shall provide a minimum 14 day advance notification to the KO prior to the start of any work associated with this spec item.</p> <p>Refer to J-1502000-10 for lift station details.</p>	
3.4.4.1	Pump Maintenance		<p style="text-align: center;">SEMI-ANNUAL</p> <p>Building 292 Provide manufacturer qualified technician to perform the following in accordance with Operations and Maintenance Manual and industry standards.</p> <ol style="list-style-type: none"> 1) Lubricate pumps, motors, couplings 2) Alignment – check for changes 3) Track Performance. 4) Upon completion, provide report of findings, recommendations and attend onsite meeting to present findings. <p>Building 296 Provide a manufacturer qualified service technician to perform the following in accordance with Operations and Maintenance Manual and industry standards.</p> <ol style="list-style-type: none"> 1) Lubricate pumps, motors, couplings 2) Adjustment of packing 3) Pump motor alignment 	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.4.5	Oil / Water Separators	The Contractor shall clean oil/water separators to ensure proper operation and to maximize useful life.	<p>Clean separators annually during the month of July. Cleaning includes the removal, containment and collection of all liquids, greases, oils, sludge, dirt and debris. Precautions shall be taken to prevent the overflow of contaminants from the collector into lines connecting to other portions of the drainage system.</p> <p>The Contractor shall be responsible for costs associated with any cleanup resulting from such overflow and discharge.</p> <p>Remove, thoroughly clean, and reinstall all removable components within the collector. This includes mesh, basket, strainer, or similar component used for trapping debris.</p> <p>Transport all liquid waste to Building 357 and transfer to Government provided holding tanks. Package all solid wastes for Government disposal by placing all grease, sludge, solid debris, rags, cleaning materials into drums and securely seal drums.</p> <p>After the collectors are cleaned, flush using fresh water to flow test for proper drainage and visually inspect the system. If a discharge line is plugged or not properly draining continue flushing until the blockage is removed. Contractor shall notify the KO if flushing is not adequate to remove blockage.</p> <p>Refer to J-1502000-08 OWS for additional detail and OEM maintenance requirements.</p>	<p>Oil / water separators are cleaned in accordance with OEM recommendations and Contractor's schedule.</p> <p>Water / oil separators are clean, free of oil and grime on baffles, perforated surfaces, and all other removable parts function to meet the intended purpose.</p>
3.4.6	Water Purification	The Contractor shall supply and maintain a water purification	The Contractor shall supply (install if necessary) and maintain 2 separate systems,	System and equipment are in normal working condition and supplies

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
		<p>system to ensure the continuous supply of dematerialized water.</p>	<p>one in building 277 and one in building 343.</p> <p>This system shall consist of a complete treatment/purification system.</p> <p>Contractor shall provide to the KO proof of satisfying all of the equipment requirements, one week before installation of the equipment. This is mandatory in order to maintain a continuous supply of treated water.</p> <p>The Contractor shall provide a water meter to measure the volume of water treated by these systems.</p> <p>The deionization unit's effluent shall be equipped with a full – time conductivity monitoring system. The monitoring system shall have an automatic shutdown/valving system with an audio alarm, should the conductivity requirements exceed the specified maximums.</p> <p>The contractor's conductivity meter and cell (probe) shall be calibrated at the time of installation and each time a bank of the demineralization unit is changed out because of resin depletion.</p> <p>The vendor shall replace any exhausted Dual – Chain deionization bank within 24 (twenty-four) hours of notice.</p> <p>The water quality is to be determined by the Government's laboratory on all samples to determine if the systems are meeting the requirements. Contractor will be told if test results are</p>	<p>water in accordance with specified standards.</p> <p>System provides 35 (thirty-five) gallons per minute of treated water, with the following chemical requirements:</p> <ul style="list-style-type: none"> a. pH range of 6.0 to 8.0 b. Conductivity is not to exceed 1.0 mg/l c. Chlorides shall be less than 0.1 mg/l <p>No visible turbidity, color, settlement, suspended solids or oil present.</p> <p>Repairs and replacements are made within specified times.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>meeting the chemical requirements but not be privileged to see any Government test documents, satisfactory or unsatisfactory.</p> <p>The Government will supply normal feed water to the systems. Normal feed water is defined as the raw water. Unprocessed water before dematerializing which shall be within the following ranges.</p> <ul style="list-style-type: none"> a. Conductivity 60 – 90 u MHOS/CM b. PH range 6.0 to 9.0 c. Total suspended solids 2.0 mg/l d. Total dissolved solids 42.0 – 49.0 mg/l e. Silica 0.0 – 100.0 mg/l f. Iron 11.0 mg/l g. Magnesium 0.5 mg/l <p>Estimated annual usage is 100,000 gallons for Building 277 and 50,000 gallons for Building 343.</p> <p>The Contractor shall replace exhausted demineralization media and vessels within 8 (eight) hours of notice.</p> <p>The Contractor shall replace or repair, within 8 (eight) hours of notice, any component or apparatus that has failed to function properly or meet the requirements</p> <p>The Contractor shall replace any exhausted activated carbon filter within 24 hours of notice.</p>	
3.4.7	Root Treatment		<p>ANNUAL</p> <p>Root treatment located at Admiralty Village, Kittery, Maine.</p> <p>Provide root treatment and</p>	<p>Three areas identified in J-1502000-12. Complete one area per year for three years.</p> <p>- Area 1 shall be performed year 1 of 3.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>heavy line jetting of sanitary sewer lines and laterals at Admiralty Village at all government-owned sewer laterals and mains as shown in J-1502000-12. Treatment of the identified Kittery Sewer District mains is not required. Conduct the treatment and jetting in accordance with product manufacturers minimum recommendations. Coordinate the work with NAVFAC, Northeast Housing LLC (via Balfour Beatty) and Kittery Sewer District. Products used for root treatment shall be approved for use by Kittery Water District. Introduce root treatment product at laterals via clean outs located adjacent to buildings and via sewer manholes. Heavy jet the laterals and mains between 4 and 6 weeks after application of the root treatment products or at interval recommended by manufacturer. Provide pre and post CCTV and close out report in accordance with NASSCO guidelines of 10% of the sewer mains and laterals to confirm effectiveness of the root treatment.</p>	<ul style="list-style-type: none"> - Area 2 shall be performed year 2 of 3. - Area 3 performed year 3 of 3.
3.4.8	Bronto Lift for Crane Maintenance	The contractor shall provide Bronto Lift for Crane Maintenance.	<p>Provide a personnel lift and two operators in support of Code 730 required stiff leg derrick crane maintenance located on the Shipyard adjacent to B240 inside the CIA. Contractor shall provide a personnel lift with 180' reach capacity and two qualified operators per day for a period of 2 days. Preferred work schedule must be coordinated with NAVFAC Performance Assessment Representative and Code 730. Lift and operators are required for 8 hour work days (Mon thru Fri) between the hours of 0700-</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>1530. One operator must operate the basket from the elevated position and one operator must remain on the ground in case of emergency. All service records and operator's manuals for the lift must be with the vehicle at all times.</p> <p>The Contractor shall arrange and hold a pre-construction /safety job brief with all involved parties prior to start of work.</p> <p>The Contractor shall be responsible for maintaining work site compliance with EM385-1-1 Safety and Health Requirements Manual (including latest errata and changes).</p>	
3.4.9	Bridge 1 Concrete Sealant	The Contractor shall apply sealant to Bridge 1 to maximize useful surface life.	Apply a concrete sealer (Power Seal 40 or approved equal) to all exposed concrete surfaces of the Bridge 1 deck and sidewalks. Water repellent solution shall be a clear, non-yellowing, deep penetrating, Volatile Organic Compound (VOC) compliant solution. Material shall not stain or discolor and shall produce a mechanical and chemical interlocking bond with the substrate to the depth of penetration. Material used shall be on the Maine Department of Transportation Qualified Product list.	<p>Frequency: Once every two years.</p> <p>Bridge 1 surface preparation, material installation, and curing shall be done in accordance with manufacturer requirements.</p>
4	Non-Recurring Work	Non-Recurring work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G.	Refer to Non-Recurring work ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance Standards for Non-Recurring work will be the same as those in Spec Item	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
		The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	3 where applicable.	

1602000 – Electrical	
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1602000 - Electrical		
Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment to perform maintenance and repair on Electrical Power Distribution System Components located at Portsmouth Naval Shipyard, Kittery, ME. Contractor may be asked to perform services at other locations included in the PWD Maine Area of Responsibility.
1.1	Concept of Operations	<p>The intent of 1602000 Electrical is to specify the requirements for electrical power generation, power transmission and distribution. All sources for generating electrical power for utilities will be included in this template e.g., boilers, wind, solar, gas, etc.</p> <p>The following services are not included in this Template:</p> <ul style="list-style-type: none"> ... The point of demarcation is where the electricity exits the building electric meter or, if there is no meter, where the electricity enters the building. All components beyond this point of demarcation are considered part of the facility and are included in 1502000, Facilities Investment. ... Stand-by electrical power generators located within the electrical power generation plant or which serve more than one facility are covered under this sub-annex. Generators serving a single facility are included in 1502000, Facilities Investment. ... Repairs to the facilities (building structures) and trouble call response for Chiller Plants are included in 1502000 Facilities Investment. ... Utility locates and escort services are included in 1501000 Facility Management.

2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1602000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required to efficiently operate, maintain and repair the electrical power generation plant and transmission and distribution systems.
2.2.1	Certification and Training	<p>The organization shall have regularly engaged in testing electrical materials, devices, installations, and systems for a minimum of 5 years. The organization shall have a calibration program, and test instruments used shall be calibrated in accordance with International Electrical Testing Association NETA MTS.</p> <p>The organization shall have a fully staffed engineering department directed by a Registered Professional Engineer who is a full time employee of the testing organization. All work outlined in this Contract shall be performed under the supervision of the organization's Professional Engineer.</p> <p>Testing, inspection, calibration, and adjustments shall be performed by a field engineer/technician, certified by NETA or the National Institute for Certification in Engineering Technologies (NICET) with a minimum of 5 years' experience inspecting, testing, and calibrating electrical distribution and generation equipment, systems, and devices.</p> <p>Test assistants and apprentices may be assigned to the project as assistants to aid the certified engineer/technicians at a ratio not to exceed one certified engineer/technician to one non-certified assistant apprentice.</p> <p>The organization shall only use field engineers/technicians who are regularly employed by the organization.</p> <p>The organization shall have a fully implemented anti-drug plan in full compliance with the U.S. Department of Transportation procedures for Transportation Workplace Drug Testing (49 CFR Part 40)</p>
2.3	Special Requirements	
2.3.1	Safety	All the safety requirements of UFC 3-560-01 are applicable to this specification in addition to the safety standards of 0200000 Management and Administration.
2.3.2	Work Coordination	The Contractor shall coordinate all maintenance and repair work and outages in a manner that minimizes the disruption of electric services.

1602000 – Electrical				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	Recurring Work	The Contractor shall efficiently maintain the Electrical Power Distribution System Components to safely distribute reliable electrical power.	The Contractor shall submit a monthly maintenance schedule, unaccomplished maintenance report, repair status report, and summary of maintenance and repair accomplished under the various maintenance programs report.	Electrical components safely distribute electrical power.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.1	Inspection and Testing Requirements	Contractor shall perform electrical inspection and testing in Substations, Load centers, Switching Stations and Buildings.	<p>Contractor shall perform Electrical inspection, testing, and maintenance in accordance with the requirement frequencies in J-1602000-03.</p> <p>J-1602000-04 Current Electrical Power Distribution Systems Inventory is provided in.</p> <p>The Contractor shall submit an annual inspection and testing schedule and update or amend schedule by the first workday of the month prior.</p> <p>Contractor shall submit employee certifications within 30 days on contract award and update as changes occur.</p>	<p>Inspection, Testing, and Maintenance tasks are scheduled and performed per the Contractors schedule.</p> <p>Testing and inspection services performed and completed in accordance with the Inspection and Testing Program and Schedule.</p>
3.1.1	Test and Operate Stand-by Electrical Power Generators	The Contractor shall test and maintain stand-by Electrical Power Generators to augment the capacity of the Electrical Power Generation Plant (Building 72) to ensure electrical power is produced to meet demand.	<p>Current Stand-by Electrical Power Generator Description and Inventory is provided in J-1602000-05.</p> <p>The Contractor shall schedule and periodically startup, run and load test stand-by Electrical Power Generators to ensure operability at all times.</p> <p>Electrical Power Generators shall be activated to restore electrical power within five minutes following loss of power.</p>	<p>Electrical power generators are tested per the Contractor's incorporated schedule.</p> <p>Electrical power is provided in a timely manner to meet the demand following an emergency or outage.</p>
3.1.2	MG Biennial Maintenance and Testing	The Contractor shall perform "Biennial" preventative maintenance and testing of MG's.	Contractor to perform on-site Biennial preventative maintenance and testing per attachment J-1602000-06.	
3.1.3	Avtron Load Bank Maintenance and Testing	The Contractor shall perform annual preventative maintenance and testing of Avtron Load Bank.	Contractor to perform on-site annual preventative maintenance and testing by an authorized Avtron Service Technician per attachment J-1602000-07.	

1602000 – Electrical				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.1.4	Transportable Rectifier Testing	The Contractor shall perform inspection and testing of transportable rectifiers.	Contractor to perform on-site engineering support to inspect and test rectifiers per attachment J-1602000-08.	
3.2	SCADA Systems	The Contractor shall provide an annual service agreement for the SCADA system.	<p>The Contractor shall provide an annual service agreement for the SCADA system – see attachment J-1602000-02. Historically, Schneider Electric has been providing this service.</p> <p>Power Monitoring Expert software is a power management solution for energy suppliers and consumers. It allows us to manage energy information from metering and control devices installed in our facility and other remote locations. The product offers control capabilities and comprehensive power quality and reliability analyses to help reduce energy-related costs.</p>	

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
4	Non-Recurring Work	Non-Recurring work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to Non-Recurring work ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance Standards for Non-Recurring work will be the same as those in Spec Item 3 where applicable.	

C.2 REPORTING REQUIREMENTS. A detailed report allocating value of work/quantities performed by Contract Line Items (CLINs)/Sub-Line Items (SLINs) identified in the schedule and any accompanying Exhibits with Exhibit Line Items (ELINs) is to be submitted monthly, including all Firm Fixed Price (FFP) and Indefinite Quantity (IQ) Work items completed. The Contracting Officer shall be notified when 75% of any IQ Line Item (CLIN/SLIN/ELIN) is reached.

C.3 GOVERNMENT PURCHASE CARD PROGRAM. The contractor shall accept orders placed by authorized GPC users. The Government Purchase Card is a purchasing instrument issued through a commercial bank to a Government Agency to facilitate micro purchases. A micro purchase is any order for supplies or services of \$2,500.00 or less, or order for construction services of \$2,000.00 or less. The Contractor processes micro purchases under the GPC program exactly as they would process a charge by an individual using a personal credit card.

a. Limitation of GPC Pricing for IQ Work: The Contractor shall be required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card Program. The Contractor shall be required to offer the pre-priced IQ line item services, at the same prices in accordance with the schedule of pricing information, Section B and Exhibits (if any). Contractor is responsible for tracking quantities and reporting total used each month and year to date to the Contracting Officer by the fifth day of each month. See Section H for additional details.

C.4 ADDITIONAL REPORTING REQUIREMENTS (Enterprise-wide Contractor Manpower Reporting Application (ECMRA)). The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report

MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health

investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES (OCT 2004)

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES – FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) **PROCEDURES.** In the case of unsatisfactory or nonperformed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or nonperformed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within **two** hours of notice to the Contractor. In the case of other work, corrective action must be completed within **twenty-four** hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of **15** percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of **15** percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of **15** percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" of Section I and all other remedies for default as may be provided by law.

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5252.246-9304 ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK (OCT 2004)

In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimating methods may be used to determine an amount, which reflects the reduced value of services performed. The Government may estimate the cost using wage rates and fringe benefits included in the wage determinations included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the non-performed or unsatisfactory performance, will be calculated in accordance with the CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK clause. (End of clause)

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E.1 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

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E.2 CONTRACTOR QUALITY CONTROL (QC)

a. The Contractor shall establish and maintain a Quality Control Program in accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer, a Quality Control Plan (QCP) for approval 15 calendar days after award of the contract. A general description of the Contractor's Quality Control (QC) program shall be available for Government review during the preaward survey.

b. The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

c. The QCP shall include:

(1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extend of their authority.

(3) Provisions for recording the results of inspections and for recording corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

d. A file of all Quality Control inspections both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to completion/termination of the contract.

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E.3 GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

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E.4 PERFORMANCE EVALUATION MEETINGS

a. The Contractor shall meet with the Government's representative monthly during the first 3 months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than quarterly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within 3 calendar days.

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

0200000 – Management and Administration

SECTION F: DELIVERIES OR PERFORMANCE

SECTION F: DELIVERIES OR PERFORMANCE DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.2.1	N/A	Request to Work Outside Government's Regular Working Hours	At least seven calendar days prior to requested day.	KO	1	As required
0200000/ 2.3.4	N/A	Permits and Licenses	Before work commences and as requested by the KO.	KO	1	As specified
0200000/ 2.3.5.1	N/A	Certificate of Insurance	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.6.7	N/A	Quality Management Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.6.7.1	N/A	QC Inspection File	Within five calendar days of completion/ termination of the contract.	KO	1	As specified
0200000/ 2.6.7.2	N/A	Contractor Quality Inspection and Surveillance Report	First work day of each month.	KO	1	Monthly
0200000/ 2.6.8	N/A	Property Management Plan	Within 45 calendar days after award.	KO	1	As specified
0200000/ 2.7.1	N/A	List of Key Personnel and Qualifications	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.7.1	N/A	Organizational Chart	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.7.2.6	N/A	Proof of Legal Residency	Prior to be admitted to site of work.	KO	1	As specified

SECTION F: DELIVERIES OR PERFORMANCE DELIVERABLES

Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.7.3	N/A	Contractor Labor Hours (eCMRA) Report	No later than 31 October	KO	1	Annually for labor executed during the period of performance during each Government fiscal year (FY)
0200000/ 2.8.1	N/A	Employee List	Upon request.	KO	1	As required
0200000/ 2.9.1	N/A	Accident Prevention Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.9.2	N/A	Activity Hazard Analysis	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.3	N/A	Occupational Risk and Compliance Plans and Programs	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.5	J-0200000-06	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO	1	As required
0200000/ 2.9.5	J-0200000-06	Weight Handling Equipment Accident Report	Within 30 calendar day of accident.	KO	1	As required
0200000/ 2.9.7	N/A	Monthly On-Site Labor Report	First work day of each month.	KO	1	Monthly
0200000/ 2.9.8	N/A	OSHA Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO	1	As required
0200000/ 2.9.9	N/A	Safety Certifications	Within 15 calendar days after award and as old certifications expire.	KO	1	As specified
0200000/ 2.10.2.1	N/A	Class I ODS Report	Within 24 hours following delivery of refrigerant to DLA	KO	1	As required

SECTION F: DELIVERIES OR PERFORMANCE DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.10.3	N/A	Sustainable Procurement and Practices Plan	Within 15 calendar days after award and within 15 calendar days after exercised option periods.	KO	1	Annually
0200000/ 2.10.3	N/A	Sustainable Delivery of Services Report	Within five calendar days after each contract period.	KO	1	Annually
0200000/ 2.10.3.2	N/A	Recovered Material Certification	As specified	KO	1	When a product containing recovered materials is equal to or better than the original and could be used.

SECTION F DELIVERABLES 1502000 & 1602000						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
1502000 Facility Investment						
1502000/ 3.1	N/A	Service Order Summary Report	With the monthly invoice	KO	1	Monthly
1502000/ 3.2	N/A	Preventive Maintenance Program Plan	30 calendar days after contract award	KO	1	Annually
1502000/ 3.2	N/A	Monthly PM Work Schedule and Unaccomplished Work	Five work days prior to the beginning of each month	KO	1	Monthly
1502000/ 3.3	N/A	Inspection, Testing, and Certification Program Summary Report	First work day of each month	KO	1	Monthly
1502000/ 3.3	N/A	Contractor Certifications	Within 30 days of Contract	KO	1	Update as changes occur

			Award			
1502000/ 3.4	N/A	Other Recurring Services Program Summary Report	First work day of each month	KO	1	Monthly
1502000/ 3.4.4	N/A	Wet Well Cleaning Plan	Prior to start of work	KO	1	Update as changes occur
1602000 Electrical						
1602000/ 3	N/A	Maintenance programs report	First work day of each month	KO	1	Monthly
1602000/ 3.1	N/A	Contractor Certifications	Within 30 days of contract	KO	1	Update as changes occur
1602000/ 3.1	N/A	Monthly Inspection and Testing Schedule	First work day of each month	KO	1	Monthly

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52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at

the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.1 LOCATION

All work is primarily located at the Portsmouth Naval Shipyard, Kittery, Maine and other sites within the responsibility of Public Works Department (PWD), Maine. Including but not limited to:

Naval Support Activity (NSA) Cutler - Cutler, Maine.

Naval Support Activity (NSA) Prospect Harbor - Prospect Harbor, Maine.

Naval Survival, Evasion, Resistance and Escape (SERE) School Rangeley, Maine.

USS Constitution Facilities – Charlestown Navy Yard, Boston, Massachusetts.

Work can be added for other locations within the area of responsibility (AOR) of PWD Maine. Should additional areas be added, it will be in accordance with FAR 52.243-1. They may be added by a modification to the contract and at the discretion of the Contracting Officer.

F.2 PERFORMANCE PERIOD OF CONTRACT

The contract term shall be for a period of 12 months commencing within 30 days after notice/date of award. The Government has the option to extend the term of the contract in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (FAC 5252.217-9301) (JUN 1994) clause, Section I. In the option periods the Government will adjust the prices, as required, based on new Department of Labor Wage Rate Determinations.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7006 Wide Area WorkFlow Payment Instructions MAY 2013

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252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

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5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

5252.216-9300 APPOINTMENT OF ORDERING OFFICER(S) (OCT 1996)

Ordering Officers under this contract are authorized by the Contracting Officer to execute delivery/task orders provided the total price for the delivery/task order does not exceed the individual Contracting Officer(s) warrant limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter.

5252.216-9306, PROCEDURES FOR ISSUING ORDERS (NOV 2009)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

Task orders may be modified orally by the Ordering Officer in emergency circumstances.

Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued.

(End of clause)

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

_1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X_2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

_3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within **ten (10)** days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

G.1 CONTRACT ADMINISTRATION

This solicitation will result in the award of one contract. Upon award of this contract, Contract Administration shall be assigned to the following Facilities Contracting Department:

**NAVFAC MID- ATLANTIC
PWD MAINE – FEAD PORTSMOUTH
PORTSMOUTH NAVAL SHIPYARD
BUILDING 59
PORTSMOUTH, NEW HAMPSHIRE 03801-2032**

G.2 RELEASE OF CLAIMS

The contractor shall, with the final invoice for the base term and each option period, provide a release of claims worded similar to the following:

The undersigned Contractor does, and by the receipt of said sum shall for itself, its successors and assigns, remise, release and forever discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations and claims whatsoever in law and in equity under or arising today out of said contract.

Section H - Special Contract Requirements

IDIQ QUANTITIES

Once the estimated quantities for individual line items shown in the exhibit for the IDIQ portion have been ordered, additional quantities may be ordered as long as the overall Not-To-Exceed (NTE) amount of the contract per year is not exceeded, and the Contractor agrees by signing the task order.

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5252.216-9313 MAXIMUM QUANTITIES (JUN 1994)

As referred to in 5252.216-9310, "COMBINATION FIRM FIXED-PRICE/INDEFINITE-QUANTITY CONTRACT" clause, the minimum guarantee of work is the firm fixed-price portion of the contract. The maximum dollar value of the contract is the total dollar value of the fixed-price and indefinite quantity Items. The maximum shall not be exceeded except as may be provided by formal modification to the contract.

5252.223-9301 WILDLIFE PRESERVATION (Jun 1994)

Before commencing work which may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits. Following is a list of applicable restrictions:

HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work. The Government retains ownership and control over historical and archaeological resources.

Contractor Support of Electronic Contracting (DOD EMALL)

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

The contractor agrees to accept and process electronically submitted GPC orders for IQ services, including those orders issued through the DOD EMALL. The DOD EMALL is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DOD)

or Federal activity to search for and order goods and services. Authorized GPC users will receive approved accounts on DOD EMALL to view and order IQ line items.

The contractor is required to receive electronic IQ orders from the DOD EMALL using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the DOD EMALL. In addition, the DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to contractors. The ECA program is designed to provide the mechanism for contractors to securely communicate with the DoD and authenticate to DoD Information Systems. The contractor agrees to purchase, install, maintain and use a DoD-approved ECA certificate. Information on obtaining an ECA certificate can be found at <http://iase.disa.mil/pki/eca/certificate.html>.

The contractor shall post updates on order delivery schedule and performance to the DOD EMALL in a timely manner.

The contractor shall track quantities and report total ordered quantity in DOD EMALL and approved DD 1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month. The contractor must track and report when total dollar value of all orders from both GPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities."

(c) Paragraphs (a) and (b) above apply to both new solicitations and to existing contracts awarded without the DOD EMALL clause and provision.

(d) DOD EMALL orders will not exceed \$100,000.00 for services and construction.

(e) No IDIQ orders will be accepted for processing through a NAVFAC contract's office that can be ordered directly by the client through DOD EMALL unless approved by a waiver. It is the intent that IDIQ or combination FP/IDIQ contracts will be placed on DOD EMALL. If a contract has been posted on DOD EMALL and a client request a task order be issued not using DOD EMALL, a waiver by the Echelon III CCO is required for each order. In no case shall the waiver process be utilized to provide a customer the flexibility to circumvent use of DOD EMALL. Use of blanket delivery orders will only be utilized when a waiver has been granted by the Echelon III CCO.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
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- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-41	Service Contract Labor Standards	MAY 2014

52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	OCT 2015
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
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 I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	JUN 2016
52.245-1	Government Property	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Aug 2016)	AUG 2016
252.225-7002	Qualifying Country Sources As Subcontractors	AUG 2016
252.225-7012	Preference For Certain Domestic Commodities	AUG 2016
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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 the date of contract award through the contract completion date.

(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)

CLAUSES INCORPORATED BY FULL TEXT

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 \$50.00, 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 \$10,000.00;

(2) Any order for a combination of items in excess of \$40,000; or

(3) A series of orders from the same ordering office within 3 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 3 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)

CLAUSES INCORPORATED BY FULL TEXT

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 latest completion date of the task orders issued.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute 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
Laborer	WG-5, Step 2	\$18.42

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond FY16. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY16, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to

which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) General.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) Contractor payment request.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those

clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If

the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 15 days of the knowledge of the nonconformance. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-

character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number; and Contractor and Government Entity (CAGE) code into the SAM database; and
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9310 COMBINATION FIRM FIXED-PRICE/INDEFINITE QUANTITY CONTRACT (MAR 2002)

(a) This is a combination firm fixed-price/indefinite quantity contract for the supplies or services specified, and effective for the period stated in the Schedule and any accompanying exhibits. Work items for the fixed-price portion are identified in the Schedule and any accompanying exhibits and include all work except that identified as Indefinite Quantity. The fixed-price quantities shown in the Schedule and any accompanying exhibits are considered to be accurate estimates for this contract period.

(b) Work items for the indefinite quantity portion of the contract are identified in the Schedule and any accompanying exhibits. The quantities of supplies and services specified in accompanying exhibits and the Schedule as Indefinite Quantity are estimates only and may be ordered by issuance of separate task orders.

(c) Delivery or performance shall be made only as authorized by orders issued in accordance with FAR clause 52.216-18. Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed-price portion of the contract.

(d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and in any accompanying exhibits, 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.

(e) 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. (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.217-9301 OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN 1994)

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend 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 provision.

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

5252.237-9301, SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.

5252.245-9300 Government-Furnished Property, Materials and Services. As prescribed in 45.106-100(a), insert the following clause:

GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (FEB 2009)

In accordance with FAR clause 52.245-1, Government Property (JUN 2007), Section I, the Government will provide the Contractor the use of Government-owned **utilities** for use only in connection with this contract. All such facilities, equipment, and materials will be provided in "as is" condition and their use is at the option of the Contractor. The use of Government-furnished property and services for other purposes is prohibited.

(a) Government-Furnished Facilities. The Government will furnish or make available to the Contractor the facilities described in N/A. The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial and refuse collection services for Government-furnished facilities shall be provided by the Contractor. The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear.

(b) Government-Furnished Equipment. The Government will provide the Contractor the use of existing and available Government-owned equipment as listed in Attachment N/A.

(1) The Contractor shall provide periodic servicing, maintenance, and repair of the equipment accepted for use. Servicing, maintenance, and repair shall be provided in accordance with the manufacturer's recommendations, and records of all work performed shall be maintained and made available to the Contracting Officer upon request.

(2) The total or partial breakdown or failure of the Government-furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all Government-owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment which becomes worn out due to normal wear and tear shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse.

(3) The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government-furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the Contracting Officer. Government-furnished equipment shall not be removed from the military base/facility unless approved by the Contracting Officer in writing.

(c) Government-Furnished Material. The Government will furnish the material described in Attachment N/A to the Contractor on a one-time basis. The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work to determine the exact amount and serviceability of Government-furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials accepted for use, and provide documentation supporting issue/use of such material. Upon depletion of material provided to the Contractor by the Government, the Contractor shall furnish all material to perform the work of the contract, except as otherwise specified herein. Upon completion or termination of this contract a second joint inventory shall be conducted, if necessary, of all unused Government-furnished materials. The Contractor shall be held liable for all materials which cannot be accounted for by issue/use documentation.

(d) Availability of Utilities. The Government will furnish electricity and water at existing outlets for use in those facilities provided by the Government, and as may be required for the work to be performed

under the contract. Information concerning the location of existing outlets may be obtained from the Contracting Officer. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

(1) Utilities specified above will be furnished at no cost to the Contractor

(2) A restricted telephone line (USOC Class RS4) for on base calls will be provided by the Government at no cost to the Contractor. The Contractor shall install commercial telephone service, and all service and toll charges shall be paid for by the Contractor.

(e) Availability of Services. The Government will not provide custodial services and/or refuse collection from existing collection points. Attachment N/A contains a listing of the services provided by the government. If the Government does not provide refuse collection, the contractor will be required to dispose of all garbage and other waste materials generated by his work at a licensed off site landfill. (End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

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J-0200000-03	WAGE DETERMINATION/WAGE DECISION
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<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-1602000-01	Definitions and Acronyms
J-1602000-02	SCADA Support Service Agreement
J-1602000-03	Current Maintenance Frequencies
J-1602000-04	Electrical Power Distribution Equipment Tables
J-1602000-05	Requirements for Stand-by Electrical Power Generators Building 72
J-1602000-06	MG Biennial Maintenance and Testing
J-1602000-07	Avtron Load Bank Maintenance and Testing
J-1602000-08	Transportable Rectifier Testing

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Definition	Description
Assessment	A general term referring to either a survey or inspection of a facility to determine condition.
Asset	A general term used to refer to an item, such as a component, system, building or facility, which is managed by an automated data management program.
Business Management System (BMS)	A web-based tool that provides a systematic method for the management of business processes, common practices, and process quality improvements that produce and support the most efficient and effective delivery of NAVFAC's products and services.
Competent Person	A person who has the professional experience and training necessary to identify existing and predictable hazards at a work or service environment, and who has the authority to take prompt and corrective action to eliminate or remove dangers from the environment.
Component Inventory Management Unit (CIMU)	An organization of like-kind real property into manageable maintenance units. CIMU is a building component, group of components or component assemblies, serving a specific purpose in a facility that can be expected to follow a common and predictable lifecycle behavior. This class of non-equipment will include items such as exterior walls, exterior windows, interior finish, and roofs. This class of equipment will include items such as fan coil units, air handling units, lighting, and water closets. CIMUs can include one or more items of installed equipment typically subject to routine scheduled maintenance.
Confined Work Space	A space that is large enough and so configured that a person may bodily enter a space (such as in tanks, vessels, silos, storage bins, hoppers, vaults, pits, and like spaces where there is limited means of entry) and is hindered or restricted from escaping during an emergency.
Contracting Officer (KO)	That individual 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.
Contractor	That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall insure that subcontractors comply with the provision of this contract.
Contractor Representative	That individual appointed by the Contractor, either orally or in writing, who has been assigned responsibility for executing the requirements of this contract.
Direct Material Costs	The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment and discounts or rebates for core value or salvage value that accrue to the Contractor. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The Government retains the right to obtain additional quotes in questionable situations. The lowest price will be used.
Electronic Operation And Maintenance And Support Information (eOMSI)	A set of consultant-prepared data and document files that contain detailed, as-built technical information that describes the efficient, economical and safe operation, maintenance and repair of a facility, plant, equipment or system throughout its life cycle. Generally it is prepared during construction and submitted upon completion of a new facility or major facility upgrade. eOMSI's typically include asset information, staffing and budgeting information, supply support including critical spare parts, operating procedures, troubleshooting and diagnostic guides, extended warranty data, maintenance task frequencies and documentation, technical data, repair procedures and manufacturer's product data. eOMSI data and document files are provided in electronic formats.
Equipment	Tangible asset that is functionally complete for its intended purpose, durable, and non-expendable.

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Definition	Description
Facility	A building or structure designed and created to serve a particular function.
Fixed Burden Rate (FBR)	<p>The additional costs (expressed in percent of direct material cost) for ordering, handling, and stockpiling materials and repair parts. For example, if the offeror's Fixed Burden Rate for materials in the Base Period is 10% then:</p> $\$100,000.00 + (\$100,000.00 \times 10\%) = \$110,000.00$ <p>The Government will compensate the Contractor for the required parts and materials and not the total amount shown in Schedule of Indefinite Delivery Indefinite Quantity Work.</p>
Frequency Of Service	<p>Annual (A). Services performed once during each 12-month period of the contract at intervals of 335 to 395 days.</p> <p>Biennial (B). Services performed once during each 24-month period of the contract at intervals of 670 to 790 days.</p> <p>Daily (D5). Services performed once each calendar day, Monday through Friday, including holidays unless otherwise noted.</p> <p>Daily (D7). Services performed once each calendar day, seven days per week, including weekends and holidays.</p> <p>Monthly (M). Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days.</p> <p>Quarterly (Q). Services performed four times during each 12-month period of the contract at intervals of 80 to 100 calendar days.</p> <p>Semiannual (SA). Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days.</p> <p>Semimonthly (SM). Services performed 24 times during each 12-month period of the contract at intervals of 14 to 16 calendar days.</p> <p>Three times weekly (3W). Services performed three times a week, such as Monday, Wednesday, and Friday.</p> <p>Twice weekly (2W). Services performed twice a week, such as Monday and Thursday or Tuesday and Friday.</p> <p>Weekly (W). Services performed 52 times during each 12-month period of the contract at intervals of six to eight calendar days.</p>
Government Furnished Property (GFP)	Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. Government furnished property includes, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification. Government furnished property also includes contractor acquired property if the contractor acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.
Infrastructure Condition Assessment Program (ICAP)	A Navy automated data management program that utilizes historical asset lifecycle data and a structured assessment process to evaluate the condition facilities and their components.
Inspection	A rigorous, detailed assessment of the condition of a facility performed to generate a fundable scope and cost estimate for prioritization and funding of maintenance and repair.
Job or Work Order	An authorization for work that requires planning and estimating and has an individual line of accounting for financial and performance evaluation.
Maintenance And Repair	The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. Maintenance/repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair.

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Definition	Description
NAVFAC MAXIMO	A specially configured software version of MAXIMO®, a commercially available computerized maintenance management system (CMMS), adopted by NAVFAC for enterprise facility asset data management. The terms “MAXIMO”, “NAVFAC MAXIMO” or “Government’s MAXIMO” shall be used interchangeably in the document.
Performance Assessment	A method used by the Government to provide some measure of control over the quality of purchased goods and services received.
Performance Assessment Representative (PAR)	That individual designated by the KO to be responsible for the monitoring of Contractor performance.
Pre-Expended Bin Materials And Supplies	The minor materials and supplies that are incidental to the job, for which the total direct cost of any one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, plumbers tape and compound, clips, welding rods, and touch up paint.
Property Administrator	An authorized representative of the Contracting Officer who is responsible for administering contract property requirements, terms and conditions of the contract
Property Management Program	A Government program established for the purpose of reviewing and approving the Contractor’s Property Management Plan and System through performance of a system analysis whenever government property is in the possession of the Contractor.
Quality Assurance (QA)	The planned and systematic activities implemented in a quality system so that quality requirements for a product or service will be fulfilled.
Quality Control (QC)	The observation techniques and activities used to fulfill requirements for quality.
R. S. Means	A data collection and organization system developed by R. S. Means Company which can be used to prepare accurate, dependable construction estimates and budgets in a variety of ways. The Contractor shall use the latest edition. Material prices are based on a national average and computed labor costs are based on a 30-city national average. An estimate prepared using this data is called a "Means estimate"; data may simply be referred to as "Means".
Real Property Inventory Equipment (RPIE)	A Government owned or leased individual pieces of equipment, apparatus, or fixture that are essential to the function of the real property (i.e. plumbing, electrical, heating, cooling and elevators). It is physically attached to, integrated into, and built in or on the property. Individual RPIE’s can be combined to make a CIMU to facilitate facilities management. An individual RPIE can also be a CIMU if the equipment is complex enough to require its own management planning.
Response Time	The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate personnel, tools, equipment, and materials, ready to perform the work required.
Unit Priced Labor (UPL) Hour	The unit price bid by the Contractor to perform one hour of work-in-place. With the exception of direct material and construction equipment costs, the unit price includes all indirect and direct costs associated with performing work. The price includes the Contractor’s hourly composite trade wage, adjusted to allow for workforce productivity; costs for pre-expended bin materials, union agreements, crew sizes, hand tools, payroll burdens and fringes, overtime, job (field) overhead (including clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance), general and administrative (home office) overhead, and profit. Additionally, time for job preparation, safety standby personnel, and similar indirect labor elements are included.

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Acronym	Title
ACO	Administrative Contracting Officer
BW	Biweekly
CDR	Contract Discrepancy Report
CIA	Controlled Industrial Area
CIMU	Component Inventory Management Unit
CMMS	Computerized Maintenance Management System
COR	Contracting Officer Representative
COR	Condition of Readiness
DBH	Diameter at Breast Height
DCR	Direct Condition Rating
DoD	Department of Defense
DoN	Department of Navy
DRMO	Defense Reutilization Management Office
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act
FSC	Facility Support Contract
GIS	Geospatial Information System
GFE	Government-furnished Equipment
GFF	Government-furnished Facilities
GFM	Government-furnished Materials
HCA	Head Contracting Agency
ICAP	Infrastructure Condition Assessment Program
ICP	Integrated Contingency Plan
IDIQ	Indefinite Delivery Indefinite Quantity
iNFADS	Internet Navy Facilities Asst Data Store
IPM	Integrated Pest Management
IPMIS	Integrated Pest Management Information System
IPMP	Integrated Pest Management Plan
KO	Contracting Officer
LAN	Local Area Network
M	Monthly
MAP	Maintenance Action Plan
MDI	Mission Dependency Index
MEP	Mechanical, Electrical and Plumbing
MRI	Mission Readiness Index
MSDS	Material Safety Data Sheets
NAVFAC	Naval Facilities Engineering Command
NMCI	Navy Marine Corps Intranet
NOSC	Navy-On-Scene Coordinator
PAP	Performance Assessment Plan
PAR	Performance Assessment Representative
PAW	Performance Assessment Worksheet
PEO	Program Executive Officer
PM	Project Manager
PM	Planned Maintenance or Preventative Maintenance
PRCSP	Permit Required Confined Space Program

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Acronym	Title
PWS	Performance Work Statement
PWO	Public Works Officer
Q	Quarterly
QC	Quality Control
RPIE	Real Property Inventory Equipment
RSL	Remaining Service Life
SC	Security Clearances
SM	Semimonthly
SPAR	Senior Performance Assessment Representative
TE	Technical Exhibit
VIQ	Variation in Quantity
WBS	Work Breakdown Structure

ATTACHMENT J-0200000-02
PORTSMOUTH NAVAL SHIPYARD STATION REGULATIONS

1. GENERAL

1.1 CONTRACTOR ACCESS AND USE OF PREMISES

Deliveries to Portsmouth Naval Shipyard are limited to 13 foot widths. Notify the Contracting Officer 30 days in advance for any wide loads exceeding 13 feet.

Ensure that Contractor personnel employed on the Station become familiar with and obey Station regulations. Keep within the limits of the work and avenues of ingress and egress. Do not enter restricted areas unless required to do so and until cleared for such entry.

All Contractors' equipment shall be conspicuously marked for identification.

Permission to interrupt any station roads, crane rail, railroad, or utility services shall be requested in writing a minimum of 15 calendar days prior to the desired date of interruption in accordance with the guidelines established by NAVSHIPYD PTSMH INSTRUCTION 11300.9 (latest rev)

1.2 Station Regulations

1.2.1 Radiological

1.2.1.1 Radiological Indoctrination

- a. All Contractors are required to view a 15 minute video briefing on radiological postings and controls in use at the Portsmouth Naval Shipyard. The briefing will be given at the Pass Office prior to issue of security badges and vehicle passes.
- b. Any Contractor employee who disregards, alters, moves, or otherwise tampers with a radiological posting, or who disobeys a radiological instruction, may be removed from the Portsmouth Naval Shipyard and denied future access.

1.2.1.2 Yellow Plastic

Contractors shall not use yellow or orange-yellow colored materials for the following purposes: Protective clothing, hoods, sheeting, tarpaulins, polyethylene bottles or other containers, tapes, bags, banding, identification marks on tools, boundary markers, ribbons, vent ducts, etc. Contractor generated yellow colored waste shall be disposed of by the Contractor off-yard. Shipyard refuse containers shall not be used for disposal of yellow colored waste materials. Yellow colored items such as described above are of special significance within the shipyard and are subject to strict controls. Yellow colored contract generated debris shall be bagged in non-translucent containers, and promptly removed from Portsmouth Naval Shipyard.

1.2.1.3 Smoke Detectors

Ionization type smoke detectors and duct smoke detectors contain radioactive material and are prohibited from use on the Shipyard. Photoelectric smoke detectors are the only type authorized for use on the Shipyard.

1.2.1.4 Radioactive Sources

Two weeks prior to performance of any work using equipment, instruments, or other components which contain a radioactive source (i.e., a "Troxler" Nuclear Density apparatus), the Contractor shall request, in writing, approval for use of such equipment. The request will be submitted to the Radiation Health Division, via the Contracting Officer. The request shall contain such information as a copy of the NRC license; a copy of the reciprocity agreement (in accordance with 10 CFR 150) if the license is from an agreement State; work methods; locations at which the equipment will be used; operator qualifications; safety procedures to be used, etc. Use of equipment or instruments containing a radioactive source shall not be used except upon the express written approval of the Radiation Health Division and the Contracting Officer.

1.2.2 Laser Control

Contractor shall comply with laser safety requirements under 21 CFR 1040 and ANSI 2136.1-1986 for any work under this contract utilizing lasers.

1.2.3 Mercury Control

Mercury, mercury compounds, and components containing mercury or mercury compounds are subject to control within the limits of the Shipyard. Mercury-containing items such as instruments, thermostats, thermometers, equipment and other components containing mercury or mercury compounds (with the exception of "low mercury" lighting fixtures) shall not be permitted within the confines of the Shipyard.

Non-mercury-containing instruments, thermostats, thermometers, and equipment shall be substituted for mercury-containing items to the maximum extent possible. The Contracting Officer may give written permission to use mercury-containing items in cases where a non-mercury equivalent doesn't exist, or is prohibitively expensive.

Any breakage of mercury-containing items (such as fluorescent, mercury vapor, and sodium and metal halide lamps, thermostats and thermometers) within the Shipyard constitutes a mercury spill and shall be reported to the Mercury Control Coordinator, OSHE Office, Code 106.1, at Ext. 3634 and to the Contracting Officer.

1.2.4 Energy Conservation

In cooperation with Government representatives, the Contractor shall participate in an active program directed toward the efficient use of energy. Government furnished utilities will not be provided for air conditioning of Contractor trailers or office areas.

1.2.5 Fire Prevention

Contractor shall familiarize and require all their employees to become familiar with fire prevention regulations within the Shipyard to include the proper method of turning in a fire alarm, storage of flammable and combustible materials and control of combustible waste and trash. Any HOT WORK (welding, burning, grinding, cutting, etc.) requires a HOT WORK PERMIT prior to commencing such work. This permit is obtained from the Shipyard Fire Department via the Contracting Officer.

1.2.6 Emergency Medical Care

The Shipyard Fire Department provides emergency medical treatment and ambulance transport to the nearest medical facility outside the Shipyard. If a level of care is required that the Shipyard Fire Department cannot

provide, or an outside ambulance called by the Shipyard Fire Department is needed, then the individual requiring care is responsible for any costs incurred.

1.2.7 Identification and Control of Seamed (Welded) Pipe and Tubing

Submarine Safety regulations prohibit the use of seamed (welded) pipe or tubing within the Shipyard, unless such pipe or tubing is identified and controlled so as to prevent its inadvertent substitution for seamless pipe or tubing. The following requirements apply and will be strictly enforced:

a. Any seamed (welded) copper-nickel, carbon steel, carbon-molysteel, stainless steel, nickel-chromium-iron alloy, or nickel-copper pipe or tubing the Contractor intends to use on the Shipyard shall be identified in the following manner PRIOR TO DELIVERY TO THE SHIPYARD:

Using a lead-free white paint, mark a 24-inch long stripe and the word "welded" alternately along the entire length of the pipe or tubing. Apply a one-half inch wide stripe unless the size of the pipe or tubing requires use of a narrower stripe.

b. Contractor shall maintain positive control over seamed pipe or tubing until worked into place or removed from the Shipyard.

c. Seamless pipe or tubing may be substituted for any seamed (welded) pipe or tubing specified in the technical specifications.

The above requirements do not apply to square or rectangular tubing, copper or brass pipe or tubing, nor to piping or tubing which has been incorporated into equipment or fixtures prior to delivery to the Shipyard.

1.2.8 Pesticide and Herbicide Control

Contractor shall not apply pesticides nor herbicides unless specifically required by this contract. Where application of pesticides or herbicides is required, provide the submittals required by the specification and obtain written approval prior to any application.

1.2.9 Smoking Policy

In accordance with Shipyard policy, smoking is prohibited inside all buildings and other facilities except those areas specifically identified as smoking areas (e.g., smoking shelters).

1.2.10 Oil and Hazardous Substance Spills

Contractor shall report all spills and leaks of oil or other hazardous substances (e.g., oil, antifreeze, chemicals, etc.) occurring during the performance of this contract immediately upon discovery, regardless of the quantity. Call extension 2333 to report the spill.

The Government reserves the right to clean up, package and dispose of Contractor spills occurring on the Shipyard, and to bill such costs to the Contractor. A determination will be made following inspection of the spill site as to whether packaging and cleanup will be performed by the Government, or whether the Contractor will be allowed to perform the cleanup.

1.2.11 Allowable Surface Loads

Loads transferred to soils and pavements shall be minimized to a desired maximum of 3000 pounds per square foot, by placement of cribbing or steel pads under rubber-tired crane outriggers and trailer stanchions/sand shoes, or by placement of mats under treads of crawler cranes. Visually inspect areas adjacent to cribbing or plates and report any unusual bituminous pavement surface conditions, irregularities, or cracking to the Contracting Officer.

a. Outriggers of rubber-tired cranes shall be landed on two layers of timbers of appropriate thickness, oriented at right angles to each other, or landed on properly designed steel pads. Treads of crawler cranes shall run on appropriate mats. Use and design of cribbing, plates and mats shall be in a manner consistent with general construction industry standards.

b. Position loads that will remain on trailers detached from tractors to attain a distribution of 65 percent to rear axles and 35 percent to front support stanchions/sand shoes. For example, assuming an 83000 pound maximum gross weight, and a soil bearing pressure of 3000 pounds per square foot, the required support under each sand shoe would be 2.5 feet x 2.5 feet. Accordingly, two tiers of timber cribbing at right angles, each 2.5 feet x 2.5 feet x 4 inches, or a properly designed 2.5 feet x 2.5 feet steel pad would be utilized under each trailer stanchion/sand shoe.

1.2.12 Work in Occupied Building(s)

Work under this contract may be located in an occupied building. Move unfixed furniture away from Contractor's working area as required to perform the work; protect; and replace in original locations upon completion of the work. Leave fixed equipment in place and protect against damage or temporarily disconnect, relocate, protect, and reinstall at completion of work. If determined necessary by the Contracting Officer, the Government will remove and relocate other Government property in the areas of the buildings scheduled to receive work. Allow 15 calendar days after written notification from the Contractor for the Government to relocate Government property.

1.2.13 Utility Cutovers and Interruptions

a. Make utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and Government holidays as approved by the Contracting Officer. Conform to procedures required in the paragraph "Work Outside Regular Hours." Anticipated costs shall be included in the bid.

b. Ensure that new utility lines are complete, except for the connection, before interrupting existing service.

c. Interruption to Water, Sanitary Sewer, Storm Sewer, Telephone Service, Electric Service, Air Conditioning, Heating, Fire Alarm, Compressed Air, and other utilities shall be considered utility cutovers pursuant to the paragraph entitled "Work Outside Regular Hours." This time limit includes time for deactivation and reactivation.

d. Operation of Station Utilities: The Contractor shall not operate nor disturb the setting of control devices in the station utilities system, including water, sewer, electrical, and steam services. The Government will operate the control devices as required for normal conduct of the work. The Contractor shall notify the Contracting Officer giving reasonable advance notice when such operation is required.

1.2.14 Crane and Railroad Trackage Interruptions

Crane and railroad trackage are considered utilities, and as such are subject to strict scheduling approvals. Where the following contract work is planned, submit written requests for outages to the Contracting Officer:

- Any excavation within 10 feet of a rail that will extend below the grade of the cross ties
- Any work that will penetrate a track foundation
- Any work involving trackage replacement or repair
- Any work affecting the load bearing capacity of the trackage

No work shall be conducted in affected areas until the Contractor receives written approval to the request for outage.

1.2.15 Work Adjacent to CIA Security Fencing

Work adjacent to Controlled Industrial Area (CIA) fencing is strictly controlled to ensure security is maintained at all times.

Work which will breach CIA fencing is prohibited unless Chief of Police approval has been obtained and a Shipyard Police representative is at the worksite

- a. A minimum of 2 work days prior to performing work which requires breaching the CIA security fence, arrange through the Contracting Officer to obtain DoD Chief of Police approval and scheduling of the Shipyard Police representative. "Breaching the fence" is any repair, alteration, or other work which would allow access into the CIA either over, under, or through an opening in a CIA fence.
- b. Conditions which breach the fence shall be eliminated during all non-work periods to the satisfaction of the Shipyard Police representative. Contractor shall not leave the worksite until such conditions are eliminated. All materials used to close openings in fencing and method of installation shall be the same type and construction as adjacent, undisturbed CIA fencing.
- c. Except for temporary off-loading of materials, the 10-foot zone adjacent to CIA fencing shall remain clear of vehicles, materials, and equipment. Contractor personnel shall be at the site throughout the entire time of any off-loading.

1.2.16 Work Adjacent to an Overhead Crane

- a. Provide a minimum clearance of three (3) inches between the highest point of the crane and the lowest overhead obstruction. For buildings where truss sag becomes a factor, increase the clearance as necessary to maintain the minimum required clearance.
- b. The clearance between the end of the crane and the building columns, knee braces or any other obstructions shall not be less than two (2) inches with the crane centered on the runway rails. Pipes, conduits, etc. shall not reduce this clearance.
- c. The clearance beneath a bridge crane is to be at least three (3) inches. This clearance is not applicable to the hook block unless it is in its upmost position.
- d. The Contractor shall notify the Government to verify that crane clearance has been maintained when the work performed may have changed any physical dimensions of objects or structures adjacent to the crane (e.g., changing or servicing lighting fixtures/pendant assemblies, removal and reinstallation of pipes, conduits, junction boxes, etc.). If the crane is not available (e.g., undergoing maintenance, inspection, etc.), the Contractor shall verify crane clearance by taking measurements using reference points (e.g., vertical and horizontal distance from the top of crane rail with respect to the crane envelope, vertical distance from the floor with respect to the crane envelope, etc.).

1.2.17 Gas-Free Testing of Manholes and Confined Spaces

1.2.17.1 General

All manholes of the Shipyard can become filled with an explosive oxygen/fuel gas mixture if a leak should develop in the Shipyard's underground MAPP gas or PROPANE gas distribution systems or if inflammable materials should be inadvertently spilled into an underground system. Consequently, no attempt shall be made to remove the cover from any manhole in the Shipyard without first ensuring the air content of the manholes does not contain an explosive air/gas mixture. The air content of the manhole shall be tested, and attested to, only by an individual who has been trained to be a competent person in inspecting confined spaces.

The Government will not perform gas-free testing for Contractor personnel. If Shipyard and Contractor personnel must occupy the same confined space, the space shall be tested by the Contractor's competent person and the Shipyard's competent person.

1.2.18 Submittals

Prior to performing any gas-free testing, submit qualifications and ability of the "competent person" for the approval of the Contracting Officer.

1.2.19 Definitions

"Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

"Confined spaces" include manholes, catch basins, drywells, vaults, tunnels, and similar structures.

1.2.20 Procedures Prior to Entry of Confined Spaces

The internal atmosphere of the confined space shall be tested for oxygen content, combustible gases and toxic gases. Following testing, ventilate the work area and take other actions as necessary to ensure the internal atmosphere of the confined space falls within the following "safe for entry" conditions:

Oxygen Content:	Greater than 20 percent, less than 22 percent
Explosive:	Less than 10 percent
CO ₂ :	Less than 2500 ppm
CO:	Less than 10 ppm

1.2.21 Procedures While in Confined Spaces

All procedures shall be in accordance with EM-385 and where applicable 29 CFR 1915. All confined spaces shall be appropriately tagged during entry. This includes non-permit confined space entry.

Provide an adequate continuous supply of air while work is being performed in confined spaces under any of the following conditions:

Combustible or explosive gas vapors were initially detected and subsequently reduced to a safe level by ventilation;

Toxic gas or oxygen deficiency were detected

Organic solvents are in use;

Open flame torches are in use;

A manhole or confined space is located in the portion of a public right of way open to vehicular traffic and/or exposed to a seepage of gas or gases

1.2.22 Dust Control

Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing will be permitted only for cleaning non-particulate debris such as steel reinforcing bars. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

1.2.23 Noise

Make maximum use of low-noise emission products, as certified by the EPA. Blasting or use of explosives will not be permitted without written permission from the Contracting Officer, and then only during the designated times.

1.2.24 Fire Protection

1.2.24.1 Compliance

COE EM-385-1-1, NFPA 241, NAVSHIPYD PTSMH INST 11320.6 Fire Safety Manual, NAVSHIPYD PTSMH INST 11300.9 Utility and Facility Outages, and activity fire regulations. Obtain approval from the activity Fire Chief via the Contracting Officer prior to commencement of hot work operations.

1.2.24.2 Fired Kettles

Melt kettles for tar, asphalt, and similar materials shall not be closer than 25 feet to buildings or combustible materials. Provide a minimum of two 20 pound ABC all-purpose type extinguishers at the melting kettle and the area of hot material application. Equip kettles with proper heat controls and means of agitation to assure controlled uniform temperatures throughout contents to prevent spot heating. Do not heat contents above flash point.

1.2.24.3 Notification of Fire

Post the activity fire poster in conspicuous locations and at telephones in construction shacks.

Fire Department from base phone 2333, from cell phone 207-438-2333

1.2.25 Abrasive Blasting and Spray Painting

Open abrasive blasting and spray painting (except aerosol can spray painting) are not allowed. Abrasive blasting and spray painting must take place in containment. Emissions from the containment must vent through bag houses or air filters.

1.2.26 Petroleum Products

Conduct fueling and lubrication of equipment and motor vehicles to protect against evaporation or spills of any size. Dispose of lubricants to be discarded as excess oil.

Surround all fuel oil or petroleum storage tanks, 55-gallons or greater with a berm of sufficient size and strength to maintain the contents if there is a leak or spill. Provide the Contracting Officer a list of all oil storage container 55-gallons or greater. The Contracting Officer will provide the list to Code 106.3.

1.2.27 Security Requirements

Contract Clause "FAR 52.204-2, Security Requirements and Alternate II" and the following apply:

Access to areas designated as "Red Badge" will require the Contractor to be escorted by a "Red Badged" Government Representative. Escorts must be requested 14 calendar days in advance.

1.2.27.1 Access to the Portsmouth Naval Shipyard.

Obtain security badges and vehicle passes to enter the Portsmouth Naval Shipyard at Gate #1, Pass Office I. Contractor must furnish proof that employees are U.S. citizens to obtain badges to enter the Shipyard.

Contractor must have a completed Department of Homeland Security Form I-9; Employment Eligibility Verification for each employee and furnish proof that employees are U.S. citizens to obtain badges to enter PNSY.

Refer to Annex 0200000 paragraph 2.8.8 for NCACs information.

1.2.27.2 Badges

PERSONNEL BADGES SHALL BE ATTACHED TO THE OUTER GARMENT AND DISPLAYED AT ALL TIMES WHILE ON THE PORTSMOUTH NAVAL SHIPYARD

CONTRACTOR PERSONNEL SHALL NOT ENTER AREAS FOR WHICH THEY HAVE NOT BEEN CLEARED. WHERE A NEED HAS BEEN DEMONSTRATED TO ENTER SUCH AREAS, CONTRACTOR SHALL BE UNDER CONSTANT ESCORT BY PERSONNEL WHO HAVE BEEN CLEARED. FAILURE TO ADHERE TO POSTED SECURITY REQUIREMENTS MAY RESULT IN REMOVAL OF THE EMPLOYEE FROM THE SHIPYARD WITH FUTURE ACCESS DENIED

1.2.27.3 Application and Issue of Vehicle Passes

Vehicle passes will be issued upon satisfactory proof of a valid Operator's License, Vehicle Insurance, and State Vehicle Registration. Temporary passes will be issued for short term or single trip requirements on a case basis. All vehicles permitted to enter or park on the Shipyard shall comply with Shipyard traffic and parking regulations and shall only park in assigned areas, which may or may not be in the vicinity of the site of the contract work. No vehicle shall be parked in such a manner that crane tracks, railroad tracks, and vehicle access routes are blocked. Vehicles left unattended which are blocking such access routes are subject to towing and loss of vehicle passes. Parking on the Shipyard may be in excess of one-half mile from the worksite.

1.2.27.4 Application and Issue of Vehicle Passes for Entry into Controlled Industrial Areas (CIA)

Contractor vehicular access to the CIA will be minimized and all vehicles will comply with the following requirements:

a. Vehicles must visibly display a CIA vehicle entry pass. A current license, registration, security badge, and decal number or temporary vehicle pass is required for a CIA vehicle entry pass. Contractor's company name must appear on the registration and on the vehicle. CIA passes will be issued on weekends and holidays at Building 13, from the Watch Supervisor. Contractors not possessing the level security badge required for CIA access must be accompanied by a properly badged escort to obtain the CIA vehicle pass.

b. Vehicles must clearly display an authorized company sign or logo, in the form of an exterior mounted magnetic signs or painted identifications.

- c. Vehicles will only be allowed in the CIA for the transportation of contractor's tools, parts, and materials to and from the worksite. An exception to this policy is for MILCON scope projects, for which contractors may transport employees to and from the worksite if a specific security plan has been developed and approved by the Shipyard Security Officer.
- d. Parking of privately-owned vehicles within the CIA is prohibited.

1.2.27.5 Application and Issue of Crane Passes

In compliance with the Shipyard's "Contractor Crane Safety Program", only cranes which display a valid Certificate of Compliance in accordance with the "Crane Operation and Maintenance" paragraph will be allowed entry into the Shipyard. To be valid, the Certificate of Compliance must be stamped with a red, Code 700 Access Review Date and Signature Stamp displaying the current date.

1.2.27.6 Return of Badges and Vehicle Passes.

Contractor shall ensure all vehicle access permits and personnel badges are returned to the Security Officer when the need has ended. Contractor shall account in writing for each missing pass or badge prior to final payment being made on the contract.

1.2.27.7 Contractor Security Responsibilities

- a. Contractor employees shall not transport, drink, or have in their possession any alcoholic beverages. Possession of any controlled substances without a physician's prescription is also prohibited. Any contractor employee appearing to be under the influence of intoxicating liquor or narcotics will be apprehended by Shipyard Police, escorted off of the Shipyard, and turned over to the local Police Department.
- b. Any vehicle found to contain controlled substances, including usable residue, may be seized and impounded. Within 24 hours of the work day following any vehicle seizure, the Shipyard Police will have determined whether forfeiture of the vehicle is required. If not, the vehicle will be returned to the owner or authorized agent. If the vehicle is determined to be appropriate for forfeiture, the Shipyard Legal Officer will notify the Drug Enforcement Administration of such seizure and impoundment, for initiation of forfeiture proceedings pursuant to Title 21, U. S. Code, Section 881. Such actions may be taken regardless of whether the owner/operator of the vehicle had knowledge of the presence of drugs in the vehicle. The Government may pursue criminal or other disciplinary actions pursuant to Title 18, U. S. Code, Section 1382.
- c. Possession of firearms, ammunition and/or explosives is prohibited. In the event explosives are required for construction work, specific handling requirements and approvals shall be obtained from the Security Officer via the Contracting Officer.
- d. Cameras, video equipment, or similar photographic equipment shall not be introduced into nor removed from the Shipyard. In the event such equipment is required for performance of contract work, approvals shall be obtained from the Security Officer via the Contracting Officer.
- e. Laptop computers shall not be introduced into nor removed from the Shipyard. If laptop computers are required to perform work, obtain approvals from the Security Officer via the Contracting Officer.
- f. Driver use of a hand-held cellular phone in a moving vehicle on the shipyard is prohibited. This prohibition does not include hands-free cellular phone devices. Hands-free devices include console/dash-mounted or otherwise secured cellular phones with integrated features such as voice-activation, speed dial, speakerphone or other similar technology for sending and receiving calls.

g. Driver use of any portable, personal listening device worn inside the aural canal, around or covering the driver's ear while operating a motor vehicle is prohibited. Listening devices include wired or wireless earphones and headphones (including blue tooth or similar technology), and do not include hearing aids or devices designed and required for hearing protection.

h. The use of radar or laser detection devices to indicate the presence of speed recording instruments or to transmit simulated erroneous speeds are prohibited in accordance with OPNAVINST 5100.2H

i. The Contractor shall indoctrinate personnel on access limitations to ensure security control is maintained as an integral part of their work pattern and habit.

j. Contractor shall indoctrinate his personnel on escorting procedures and responsibilities. Contractor personnel acting as escorts for other Contractor personnel assume full responsibility for their actions. Escorts shall be within sight of the persons being escorted at all times.

Contractor is advised that any unescorted personnel found in security areas requiring a higher level clearance than the level represented by the badge displayed will be removed from the area with possible confiscation of security badges and vehicle passes.

1.2.28 Marine Activities

The Contractor shall coordinate all marine vessel movements with the Contracting Officer's Representative and the Shipyard's Port Operations Department. The Contractor shall submit a weekly updated schedule showing proposed docking locations and vessel movements to the Contracting Officer's Representative. The Contractor shall meet with the Contracting Officer Representative and Shipyard Port Operations Representative weekly to review the vessel schedule.

Any Contractor waterborne craft or vessel movements which will be adjacent to any Naval vessels shall be made under the direction of the Shipyard's Pilot. The Contractor shall notify the Contracting Officer's Representative at least 14 calendar days in advance of any movements that will require the Shipyard Pilot

All Contractor waterborne craft shall at all times maintain a minimum of 10 feet clearance to any Government Barge in the vicinity of the work. This applies to subcontractors and materials suppliers as well as to the prime contractor. This minimum clearance shall also take into account any materials or equipment present on the contractor craft that could reduce this effective clearance distance. This restriction is in effect at all times 24/7 including overnight hours and weekends.

All marine activities shall be completed to a manner that ensures the stability of caissons, piers, berths, bulkheads, fender systems, mooring hardware and other structures adjacent to the work site. The Contractor shall repair any damage caused by the Contractors operations or vessels.

When not in use, the Contractor vessels shall be tied up at a location approved by the contracting Officer's Representative and the Shipyard's Port Operations Department.

Any waterborne craft which is deemed to be unsafe by the Contracting Officer's Representative shall be prohibited from working at the Shipyard. Copies of all inspections and certificates shall be submitted to the Contracting Officer's Representative for approval prior to bringing any vessel to the Shipyard.

ATTACHMENT J-0200000-03
WAGE DETERMINATION/WAGE DECISION

WD 05-2242 (Rev.-21) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director		Division of Wage Determinations
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Wage Determination No.: 2005-2242
Revision No.: 21
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Maine
Area: Maine Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.90
01012 - Accounting Clerk II		14.49
01013 - Accounting Clerk III		16.20
01020 - Administrative Assistant		19.33
01040 - Court Reporter		18.63
01051 - Data Entry Operator I		12.24
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		16.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.24
01111 - General Clerk I		12.23
01112 - General Clerk II		13.35
01113 - General Clerk III		14.98
01120 - Housing Referral Assistant		17.87
01141 - Messenger Courier		12.47
01191 - Order Clerk I		11.69
01192 - Order Clerk II		14.38
01261 - Personnel Assistant (Employment) I		13.75
01262 - Personnel Assistant (Employment) II		15.38
01263 - Personnel Assistant (Employment) III		17.15
01270 - Production Control Clerk		19.89
01280 - Receptionist		11.61
01290 - Rental Clerk		11.05
01300 - Scheduler, Maintenance		14.32
01311 - Secretary I		14.32
01312 - Secretary II		16.02
01313 - Secretary III		17.87
01320 - Service Order Dispatcher		12.25
01410 - Supply Technician		19.85
01420 - Survey Worker		12.37
01531 - Travel Clerk I		12.99
01532 - Travel Clerk II		14.07
01533 - Travel Clerk III		15.16
01611 - Word Processor I		13.00
01612 - Word Processor II		14.73
01613 - Word Processor III		16.34
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		16.40
05010 - Automotive Electrician		16.16
05040 - Automotive Glass Installer		15.07

05070	- Automotive Worker	15.07
05110	- Mobile Equipment Servicer	13.79
05130	- Motor Equipment Metal Mechanic	16.22
05160	- Motor Equipment Metal Worker	15.08
05190	- Motor Vehicle Mechanic	16.22
05220	- Motor Vehicle Mechanic Helper	13.74
05250	- Motor Vehicle Upholstery Worker	14.44
05280	- Motor Vehicle Wrecker	15.07
05310	- Painter, Automotive	16.16
05340	- Radiator Repair Specialist	15.07
05370	- Tire Repairer	11.67
05400	- Transmission Repair Specialist	16.22
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.43
07041	- Cook I	12.01
07042	- Cook II	13.30
07070	- Dishwasher	8.72
07130	- Food Service Worker	10.11
07210	- Meat Cutter	15.18
07260	- Waiter/Waitress	10.00
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	20.33
09040	- Furniture Handler	12.99
09080	- Furniture Refinisher	16.03
09090	- Furniture Refinisher Helper	13.66
09110	- Furniture Repairer, Minor	14.95
09130	- Upholsterer	17.57
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.97
11060	- Elevator Operator	10.97
11090	- Gardener	14.40
11122	- Housekeeping Aide	12.17
11150	- Janitor	12.17
11210	- Laborer, Grounds Maintenance	12.41
11240	- Maid or Houseman	10.01
11260	- Pruner	14.10
11270	- Tractor Operator	13.90
11330	- Trail Maintenance Worker	12.41
11360	- Window Cleaner	12.99
12000	- Health Occupations	
12010	- Ambulance Driver	13.64
12011	- Breath Alcohol Technician	16.92
12012	- Certified Occupational Therapist Assistant	22.15
12015	- Certified Physical Therapist Assistant	20.14
12020	- Dental Assistant	16.26
12025	- Dental Hygienist	29.04
12030	- EKG Technician	25.37
12035	- Electroneurodiagnostic Technologist	25.37
12040	- Emergency Medical Technician	13.64
12071	- Licensed Practical Nurse I	15.31
12072	- Licensed Practical Nurse II	17.12
12073	- Licensed Practical Nurse III	19.10
12100	- Medical Assistant	13.94
12130	- Medical Laboratory Technician	17.56
12160	- Medical Record Clerk	13.54
12190	- Medical Record Technician	15.14
12195	- Medical Transcriptionist	15.17
12210	- Nuclear Medicine Technologist	32.44
12221	- Nursing Assistant I	10.03
12222	- Nursing Assistant II	11.28
12223	- Nursing Assistant III	12.31
12224	- Nursing Assistant IV	13.81
12235	- Optical Dispenser	15.53
12236	- Optical Technician	13.16
12250	- Pharmacy Technician	12.99
12280	- Phlebotomist	13.81
12305	- Radiologic Technologist	26.94
12311	- Registered Nurse I	23.39
12312	- Registered Nurse II	28.61
12313	- Registered Nurse II, Specialist	28.61
12314	- Registered Nurse III	34.61
12315	- Registered Nurse III, Anesthetist	34.61
12316	- Registered Nurse IV	41.48
12317	- Scheduler (Drug and Alcohol Testing)	20.25
13000	- Information And Arts Occupations	

13011 - Exhibits Specialist I	16.25
13012 - Exhibits Specialist II	20.11
13013 - Exhibits Specialist III	24.96
13041 - Illustrator I	16.25
13042 - Illustrator II	20.11
13043 - Illustrator III	24.62
13047 - Librarian	20.94
13050 - Library Aide/Clerk	10.82
13054 - Library Information Technology Systems Administrator	18.92
13058 - Library Technician	13.80
13061 - Media Specialist I	13.64
13062 - Media Specialist II	15.26
13063 - Media Specialist III	17.02
13071 - Photographer I	14.36
13072 - Photographer II	19.74
13073 - Photographer III	24.42
13074 - Photographer IV	29.89
13075 - Photographer V	36.16
13110 - Video Teleconference Technician	17.37
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.31
14042 - Computer Operator II	17.13
14043 - Computer Operator III	19.11
14044 - Computer Operator IV	21.64
14045 - Computer Operator V	23.50
14071 - Computer Programmer I	(see 1) 18.41
14072 - Computer Programmer II	(see 1) 22.82
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.31
14160 - Personal Computer Support Technician	25.11
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.51
15020 - Aircrew Training Devices Instructor (Rated)	33.68
15030 - Air Crew Training Devices Instructor (Pilot)	37.03
15050 - Computer Based Training Specialist / Instructor	26.00
15060 - Educational Technologist	23.27
15070 - Flight Instructor (Pilot)	37.03
15080 - Graphic Artist	21.34
15090 - Technical Instructor	18.11
15095 - Technical Instructor/Course Developer	22.15
15110 - Test Proctor	14.61
15120 - Tutor	14.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.12
16030 - Counter Attendant	10.12
16040 - Dry Cleaner	12.26
16070 - Finisher, Flatwork, Machine	10.12
16090 - Presser, Hand	10.12
16110 - Presser, Machine, Drycleaning	10.12
16130 - Presser, Machine, Shirts	10.12
16160 - Presser, Machine, Wearing Apparel, Laundry	10.12
16190 - Sewing Machine Operator	12.92
16220 - Tailor	13.62
16250 - Washer, Machine	10.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.32
19040 - Tool And Die Maker	23.65
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.40
21030 - Material Coordinator	19.89
21040 - Material Expediter	19.89
21050 - Material Handling Laborer	11.87
21071 - Order Filler	10.55
21080 - Production Line Worker (Food Processing)	14.40
21110 - Shipping Packer	13.50
21130 - Shipping/Receiving Clerk	13.50
21140 - Store Worker I	12.70
21150 - Stock Clerk	15.48
21210 - Tools And Parts Attendant	14.40
21410 - Warehouse Specialist	14.40

23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.19
23021 - Aircraft Mechanic I	21.39
23022 - Aircraft Mechanic II	22.19
23023 - Aircraft Mechanic III	23.00
23040 - Aircraft Mechanic Helper	17.30
23050 - Aircraft, Painter	20.55
23060 - Aircraft Servicer	18.89
23080 - Aircraft Worker	19.72
23110 - Appliance Mechanic	17.30
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	24.06
23130 - Carpenter, Maintenance	16.95
23140 - Carpet Layer	15.84
23160 - Electrician, Maintenance	21.73
23181 - Electronics Technician Maintenance I	19.64
23182 - Electronics Technician Maintenance II	23.73
23183 - Electronics Technician Maintenance III	25.06
23260 - Fabric Worker	17.71
23290 - Fire Alarm System Mechanic	19.70
23310 - Fire Extinguisher Repairer	16.78
23311 - Fuel Distribution System Mechanic	23.73
23312 - Fuel Distribution System Operator	19.85
23370 - General Maintenance Worker	16.44
23380 - Ground Support Equipment Mechanic	21.39
23381 - Ground Support Equipment Servicer	18.89
23382 - Ground Support Equipment Worker	19.72
23391 - Gunsmith I	16.78
23392 - Gunsmith II	18.59
23393 - Gunsmith III	20.28
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.81
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.55
23430 - Heavy Equipment Mechanic	18.74
23440 - Heavy Equipment Operator	16.37
23460 - Instrument Mechanic	22.77
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.87
23510 - Locksmith	17.39
23530 - Machinery Maintenance Mechanic	19.80
23550 - Machinist, Maintenance	20.09
23580 - Maintenance Trades Helper	14.01
23591 - Metrology Technician I	22.77
23592 - Metrology Technician II	23.61
23593 - Metrology Technician III	24.52
23640 - Millwright	21.56
23710 - Office Appliance Repairer	18.91
23760 - Painter, Maintenance	16.49
23790 - Pipefitter, Maintenance	19.84
23810 - Plumber, Maintenance	17.51
23820 - Pneudraulic Systems Mechanic	20.28
23850 - Rigger	20.03
23870 - Scale Mechanic	18.59
23890 - Sheet-Metal Worker, Maintenance	17.60
23910 - Small Engine Mechanic	15.58
23931 - Telecommunications Mechanic I	22.81
23932 - Telecommunications Mechanic II	25.46
23950 - Telephone Lineman	25.17
23960 - Welder, Combination, Maintenance	18.40
23965 - Well Driller	18.82
23970 - Woodcraft Worker	20.28
23980 - Woodworker	14.70
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.46
24580 - Child Care Center Clerk	13.98
24610 - Chore Aide	9.76
24620 - Family Readiness And Support Services Coordinator	12.62
24630 - Homemaker	14.35
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.25
25040 - Sewage Plant Operator	18.09
25070 - Stationary Engineer	20.25
25190 - Ventilation Equipment Tender	15.89

25210 - Water Treatment Plant Operator	18.09
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.12
27007 - Baggage Inspector	11.98
27008 - Corrections Officer	19.46
27010 - Court Security Officer	20.42
27030 - Detection Dog Handler	18.98
27040 - Detention Officer	19.46
27070 - Firefighter	19.24
27101 - Guard I	11.98
27102 - Guard II	18.98
27131 - Police Officer I	20.49
27132 - Police Officer II	22.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.98
28042 - Carnival Equipment Repairer	12.53
28043 - Carnival Equipment Worker	9.65
28210 - Gate Attendant/Gate Tender	14.87
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	16.63
28510 - Recreation Aide/Health Facility Attendant	12.14
28515 - Recreation Specialist	17.78
28630 - Sports Official	13.25
28690 - Swimming Pool Operator	18.70
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	19.80
29041 - Stevedore I	17.60
29042 - Stevedore II	20.97
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.67
30022 - Archeological Technician II	18.40
30023 - Archeological Technician III	22.49
30030 - Cartographic Technician	22.49
30040 - Civil Engineering Technician	22.13
30061 - Drafter/CAD Operator I	16.22
30062 - Drafter/CAD Operator II	18.15
30063 - Drafter/CAD Operator III	20.24
30064 - Drafter/CAD Operator IV	24.90
30081 - Engineering Technician I	15.49
30082 - Engineering Technician II	17.38
30083 - Engineering Technician III	19.45
30084 - Engineering Technician IV	24.10
30085 - Engineering Technician V	29.48
30086 - Engineering Technician VI	35.66
30090 - Environmental Technician	17.86
30210 - Laboratory Technician	17.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	20.12
30362 - Paralegal/Legal Assistant II	24.94
30363 - Paralegal/Legal Assistant III	30.50
30364 - Paralegal/Legal Assistant IV	36.90
30390 - Photo-Optics Technician	22.49
30461 - Technical Writer I	22.53
30462 - Technical Writer II	27.56
30463 - Technical Writer III	33.34
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 3)	20.24
Surface Programs	
30621 - Weather Observer, Senior (see 3)	22.49
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.21
31030 - Bus Driver	15.33
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	10.22
31290 - Shuttle Bus Driver	14.80
31310 - Taxi Driver	10.25

31361 - Truckdriver, Light	14.80
31362 - Truckdriver, Medium	15.62
31363 - Truckdriver, Heavy	16.15
31364 - Truckdriver, Tractor-Trailer	16.15
99000 - Miscellaneous Occupations	
99030 - Cashier	8.92
99050 - Desk Clerk	10.51
99095 - Embalmer	24.30
99251 - Laboratory Animal Caretaker I	12.46
99252 - Laboratory Animal Caretaker II	13.14
99310 - Mortician	24.30
99410 - Pest Controller	16.17
99510 - Photofinishing Worker	14.91
99710 - Recycling Laborer	13.16
99711 - Recycling Specialist	14.85
99730 - Refuse Collector	12.33
99810 - Sales Clerk	12.44
99820 - School Crossing Guard	9.38
99830 - Survey Party Chief	19.27
99831 - Surveying Aide	13.14
99832 - Surveying Technician	17.52
99840 - Vending Machine Attendant	11.32
99841 - Vending Machine Repairer	15.52
99842 - Vending Machine Repairer Helper	11.33

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

General Decision Number: ME160037 07/01/2016 ME37

Superseded General Decision Number: ME20150037

State: Maine

Construction Type: Building

County: York County in Maine.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/19/2016
3	04/01/2016
4	06/03/2016
5	07/01/2016

BRME0003-001 05/01/2016

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER.....	\$ 30.36	22.01

CARP0118-015 10/01/2010

	Rates	Fringes
MILLWRIGHT (Industrial and Treatment Plants Only).....	\$ 23.32	16.80

CARP1996-011 04/01/2015

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging and Metal Stud Installation, excluding form work).....	\$ 20.99	18.39

ELEC0490-009 09/01/2015

YORK COUNTY: Townships of Alfred, Lebanon, Sanford, Wells

	Rates	Fringes
ELECTRICIAN (Industrial Work and Treatment Plants Only).....	\$ 28.00	18.69
Teledata System Installer (Including Installation of Alarms and HVAC Temperature Controls).....	\$ 19.34	16.43

ELEC0567-021 09/01/2015

YORK COUNTY: Remainder of county excluding the Townships of Alfred, Lebanon, Sanford and Wells

	Rates	Fringes
ELECTRICIAN (Industrial Work and Treatment Plants Only).....	\$ 30.53	15.27
Teledata System Installer (Including Installation of Alarms and HVAC Temperature Controls).....	\$ 23.99	14.17

ELEV0004-004 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.53	29.985

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

* ENGI0004-023 06/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Excavator.....	\$ 33.26	25.81

IRON0007-020 03/16/2016

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.68	21.14

PLUM0131-001 06/01/2016

	Rates	Fringes
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Plumber/pipefitter (includes
 HVAC piping).....\$ 31.20 21.30

Work in radiation areas: \$2.00 per hour additional.

 SUME2011-032 03/23/2011

	Rates	Fringes
BRICKLAYER.....	\$ 23.50	2.94
CARPENTER (Form Work Only).....	\$ 14.60	3.04
DRYWALL FINISHER/TAPER.....	\$ 18.75	2.96
GLAZIER.....	\$ 18.00	3.64
HVAC MECHANIC (HVAC Pipe Installation Only).....	\$ 24.25	4.10
INSULATOR - BATT.....	\$ 18.19	0.00
IRONWORKER, REINFORCING.....	\$ 22.21	7.08
LABORER: Asphalt Raker.....	\$ 15.66	2.79
LABORER: Demolition.....	\$ 14.85	5.05
LABORER: Common or General, Including brick mason tending and form stripping.....	\$ 14.58	3.56
LABORER: Concrete Worker (Pour and Finish Concrete).....	\$ 14.00	2.50
MECHANICAL INSULATOR, Including Duct and Pipe.....	\$ 18.99	12.56
METAL BUILDING ERECTOR.....	\$ 14.63	3.14
OPERATOR: Asphalt Paver.....	\$ 14.25	1.78
OPERATOR: Backhoe.....	\$ 18.58	2.91
OPERATOR: Crane.....	\$ 22.70	11.14
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.25	6.59
PAINTER: Brush, Roller and Spray.....	\$ 14.00	1.40
PLUMBER, Includes HVAC Unit Installation (Excludes HVAC Pipe Installation).....	\$ 23.00	3.90
ROOFER, Includes Installation of Metal Roofs.....	\$ 15.50	2.57

SHEET METAL WORKER, Includes		
HVAC Duct Installation.....	\$ 18.47	4.92
TRUCK DRIVER: Dump Truck.....	\$ 11.84	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT J-0200000-04
DIRECTIVES, INSTRUCTIONS, AND REFERENCES

<u>Reference</u>	<u>Title</u>
EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements
P.L. 91-596	Occupational Safety and Health Act

ATTACHMENT J-0200000-05
INVOICING PROCEDURES

Refer to Attachment J-0200000-05 Invoicing Procedures (provided as separate attachment).

**J-200000-06
FORMS**

1. Excavation/Demolition Material Removal Pass

2. PNS Dig Safe Utility Locate Request Form

3. Contractor Incident Reporting System (CIRS): Can be found on the NAVFAC Safety Shack Website.

4. Weight Handling Equipment Accident Report: Can be found on the NAVFAC Safety Shack Website.

NAVSHIPYD-PTSMH-6240/3
PTSMHINST

NAVSHIPYD

5090.1 CH-1 (121)

DATE: _____

CONTRACT NO: _____

EXCAVATION/DEMOLITION MATERIAL REMOVAL PASS

EXCAVATED SOIL SHALL NOT BE REMOVED FROM THE PORTSMOUTH NAVAL SHIPYARD

CONTRACTOR/HAULER: _____

MATERIAL DESCRIPTION: _____

SOURCE OF MATERIAL: _____

APPROVED DESTINATION: _____

Permit/Authorization Obtained
Truck Number: _____

The signatures below verify that an onsite visual inspection of the material has been performed, and that this form is a record of the facts agreed upon:

Contractor Signature: _____

Contracting Officer's Representative Signature: _____ Code: _____

Gate Sentry Signature: _____

CODE 1700 RETURN THIS PASS TO CODE 910

Form Reset



PWD-ME DIG SAFE UTILITY LOCATE REQUEST FORM

A Utility Locate Form shall be submitted to PWD-ME DSC at least fourteen (14) calendar days prior to excavation, ground penetrating or concrete slab cutting, coring or drilling activity either inside or outside of a building which will penetrate more than 3". A Utility Locate Form is required for ANY excavation, ground penetrating or concrete slab cutting, coring or drilling on the Shipyard by Shipyard Employees, Contractors or other personnel unless the excavation is an emergency.

Part I – To be completed by Contractor or Shipyard Personnel performing the Excavation

Today's Date: ____/____/2015 DIGSAFE Ticket #: (1-888-344-7233) _____

Requested by: _____ Phone #: _____

Code # / Company: _____ E-mail: _____

Contract #: _____ Project Title: _____

Shipyard Project Manager _____ Phone # _____

Excavation Location: _____ Area Pre-Marked: YES NO

Type of work: _____

Depth: (ft) _____ Anticipated Excavation Date: ____/____/____ Time: (military) _____

Attach a map or the contract drawings of the excavation area.

*PWD-ME Contractors: Complete Part 1 and Submit Form to PWD-ME CM or ET
Shipyard Personnel: Complete Parts 1 & 2 and Submit Form to PWD-ME DSC
Other Contractors: Complete Part 1 and Submit Form to Project Manager*

Part 2 – To be completed by PROJECT MANAGER (If Shipyard work, Part 2 must be completed by Applicant)

Date: ____/____/____ Name: _____ Phone # _____

Locate Priority: Routine(> 14 days) ; Urgent(< 14 days) ; Emergency(<2 days) _____ (PM&E Approval Req.)

Part 1 Reviewed and Complete: YES NO Initial: _____

Submit Completed Form to PWD-ME DSC

Part 3 – To be completed by Utility Locating Company

Approved by Ameresco: Initials _____

Date Utilities marked in the field: ____/____/____ Name: _____

Comments: _____

Yard Plate Discrepancies Noted: YES _____ NO _____ CADD Dept. Updated: YES _____ NO _____

Comments: _____

Submit to PWD-ME DSC

Part 4 – To be completed by PWD-ME DSC

Date ____/____/____ Logged Into Database: YES _____ NO _____ # _____

Yard Plate Discrepancies: YES _____ NO _____ CADD Dept. Notified: YES _____ NO _____

Comments: _____

PWD-ME DSC to return to Project Manager or Shipyard Personnel

**CONTRACTOR CRANE, MULTI-PURPOSE MACHINE, FORKLIFT, CONSTRUCTION EQUIPMENT,
AND RIGGING GEAR REQUIREMENTS**

**1 CONTRACTOR CRANE, MULTI-PURPOSE MACHINE, FORKLIFT, CONSTRUCTION
EQUIPMENT, AND RIGGING GEAR REQUIREMENTS**

1.1 The following is a list of requirements that contractors shall comply with for all contracts that may result in the use of a category 1 or 4 crane, multi-purpose machines, forklifts, construction equipment, and rigging gear when used on Navy property to lift suspended loads. Non-compliance with the requirements of this instruction may result in denial of access, stopping of operations, or removal from shipyard property.

1.2 References

1.2.1 NAVFAC P-307, Management of Weight Handling Equipment

1.2.2 American Society of Mechanical Engineers (ASME) B30.3 (tower cranes), B30.5 (mobile cranes), B30.8 (floating cranes), B30.9 (slings), B30.20 (below the hook lifting devices), B30.22 (articulating booms), B30.26 (rigging hardware); ANSI/ITSDF B56.6 (rough terrain forklifts); Safety Standards for Cableways, Cranes, Derricks, Hoists, Hooks, Jacks, and Slings

1.2.3 CFR, Title 29, Chapter XVII, Part 1917, Marine Terminals.

1.2.4 CFR, Title 29, Chapter XVII, Part 1926, Safety and Health Regulations for Construction

1.2.5 CFR, Title 29, Chapter XVII, Part 1915, Occupational Safety and Health Standards for Shipyard Employment

1.2.6 OPNAVINST 5100.23, Navy Safety and Occupational Health Program Manual

1.2.7 EM 385-1-1, Safety and Health Requirements Manual, U.S. Army Corps of Engineers

1.2.8 NAVFAC Guide Specification NFGS-01525D, Safety Requirements

1.3 These requirements are solely intended to provide for the protection of Government property and personnel and are not intended to, and do not, in any manner whatsoever, relieve the contractor of its responsibility, including, without limitation, its responsibility for the protection of its equipment and personnel.

1.4 Notification Requirement. Contractor shall notify the Contracting Officer 7 calendar days in advance of the intent of bringing a non-Navy owned crane onto Shipyard property (allows Contracting Officer to notify shipyard 3 days in advance of entry), or of any multi-purpose machines, material handling equipment, or construction equipment that may be used in a crane-like application to lift suspended loads. The contractor shall also specify when crane entry onto Shipyard property is scheduled during back shift, weekend, or holiday hours of operation. All entries shall be through a prearranged entry point. The following documentation shall be provided along with notification: a copy of the Certification of Compliance (reference 1.2.1) and objective evidence of operator qualifications for cranes with rated capacities of 2,000 lbs. or greater. Failure to schedule or provide necessary documentation may result in the crane being denied access to the facility.

1.5 The contractor shall comply with applicable reference 1.2.2 standards (e.g., B30.3 for construction tower cranes, B30.5 for mobile cranes, B30.8 for floating cranes, B30.9 for slings, B30.20 for below the hook lifting devices, and B30.22 for articulating boom cranes), B30.26 for rigging hardware, and ANSI/ITSDF B56.6 for rough terrain forklifts). For barge mounted mobile cranes, require a third party certification from an OSHA accredited organization (or from a state accredited organization for those states with OSHA approved state plans), a load indicating

device, a wind-indicating device, and a marine type list and trim indicator readable in one-half degree increments. Third party certification is not required for barge-mounted mobile cranes at naval activities in foreign countries.

1.6 Certification of Compliance (reference 1.2.1). The contractor shall complete a certificate of compliance that the crane (or other machine if used to lift suspended loads) and rigging gear meet applicable OSHA and ANSI/ASME regulations (with the contractor citing which OSHA regulations are applicable, e.g., cranes/multi-purpose machines used in cargo transfer shall comply with reference 1.2.3; cranes/multi-purpose machines used in construction, demolition, or maintenance shall comply with reference 1.2.4; cranes/multi-purpose machines used in ship repair shall comply with reference 1.2.5; slings shall comply with ASME B30.9; rigging hardware shall comply with ASME B30.26). For cranes (or other machine if used to lift suspended loads) and rigging equipment at naval activities in foreign countries, the contractor shall certify that the crane and rigging gear conform to the appropriate host country safety standards. The contractor shall also certify that all of its crane (or other machine) operators working on the naval activity have been trained not to bypass safety devices (e.g., anti-two block devices) during lifting operations, and that its operators, riggers, and company officials are aware of the actions required in the event of an accident as specified in the contract. Require that the certifications be posted on the crane. When a crane on shipyard property is not authorized for use, the Certification of Compliance shall state, "Operation of this Crane is NOT Authorized."

1.7 The contractor shall certify (reference 1.2.1) that the crane or machine operator is qualified and trained for the operation of the crane to be used. For mobile and commercial truck mounted cranes with OEM rated capacities of greater than 2,000 pounds, the crane operator shall be designated as qualified by a source that qualifies crane operators (i.e., a union, a government agency, or an organization that tests and qualifies crane operators). Proof of current qualification shall be provided.

1.8 For multi-purpose machines, material handling equipment, and construction equipment used to lift loads suspended by rigging equipment, the contractor shall have proof or authorization from the machine OEM that the machine is capable of making lifts of loads suspended by rigging equipment. The contractor shall demonstrate that the equipment is properly configured to make such lifts and is equipped with a load chart.

1.9 All hooks used on cranes, hoists, other machines, and rigging gear shall have self-closing latches or the throat opening shall be "moused" (secured with wire, rope, heavy tape, etc.) or otherwise secured to prevent the attached item from coming free of the hook under a slack condition. The following exceptions apply and shall be approved by the contractor's technical organization: items where the hook throat is fully obstructed and not available for manual securing and lifts where securing the hook throat increases the danger to personnel such as forge shop, dip tank, or underwater work.

1.10 Loading Limitations

CAUTION: Piers and waterfront areas such as along dry docks and quay walls may have load restrictions.

1.10.1 The contractor shall notify the Contracting Officer prior to moving a crane on a pier, dry dock, or other waterfront area. Provide the Contracting Officer with the crane make, model, and configuration in which it is to be used.

1.10.2 The contractor shall comply with crane access routes and load limitations issued with the contract.

1.10.3 Allowable Surface Loads. Loads transferred to soils and pavements shall be minimized to a desired maximum of 3000 pounds per square foot, by placement of cribbing or steel pads under rubber-tired crane outriggers and trailer stanchions/sand shoes, or by placement of mats under treads of crawler cranes. Visually inspect areas adjacent to cribbing or plates and report any unusual bituminous pavement surface conditions, irregularities, or cracking to the Contracting Officer.

1.10.3.1 Outriggers of rubber-tired cranes shall be landed on two layers of timbers of appropriate thickness, oriented at right angles to each other, or landed on properly designed steel pads. Treads of crawler cranes

shall run on appropriate mats. Use and design of cribbing, plates and mats shall be in a manner consistent with general construction industry standards.

1.10.3.2 Position loads that will remain on trailers detached from tractors to attain a distribution of 65 percent to rear axles and 35 percent to front support stanchions/sand shoes. For example, assuming an 83000 pound maximum gross weight and a soil bearing pressure of 3000 pounds per square foot, the required support under each sand shoe would be 2.5 feet x 2.5 feet. Accordingly, two tiers of timber cribbing at right angles, each 2.5 feet x 2.5 feet x 4 inches, or a properly designed 2.5 feet x 2.5 feet steel pad would be utilized under each trailer stanchion/sand shoe.

1.11 Prior to making any critical lift, the contractor shall provide a critical lift plan for each of the following lifts: lifts over 75 percent of the capacity of the crane, hoist, or other machine (50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane, hoist, or other machine; lifts of personnel (lifts of personnel suspended by rigging equipment from multi-purpose machines, material handling equipment, or construction equipment shall not be permitted); lifts made in the vicinity of overhead power lines; erection of cranes; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. The plan shall include the following as applicable:

1.11.1 The size and weight of the load to be lifted, including crane (or other machine) and rigging equipment that add to the weight. The OEM's maximum load capacities for the entire range of the lift shall also be provided.

1.11.2 The lift geometry, including the crane (or other machine) position, boom length and angle, height of lift, and radius for the entire range of the lift. Applies to both single and tandem crane/machine lifts.

1.11.3 A rigging plan, showing the lift points, rigging equipment, and rigging procedures.

1.11.4 The environmental conditions under which lift operations are to be stopped.

1.11.5 For lifts of personnel, the plan shall demonstrate compliance with the requirements of reference

1.11.6 For barge mounted mobile cranes, barge stability calculations identifying crane placement/footprint; barge list and trim based on anticipated loading; and load charts based on calculated list and trim specific to the barge the crane is mounted on. The amount of list and trim shall be within the crane manufacturer's requirements.

1.11.7 For lifts in the vicinity of overhead power lines (i.e., if any part of the crane or other machine, including the fully extended boom of a telescoping boom crane or machine, or the load could approach the distances noted in figure 10-3 of reference 1.2.1 during a proposed operation), the plan shall demonstrate compliance to 29 CFR 1926.550(a)(15).

1.12 The following additional documentation is required for contractor provided tower cranes (those cranes defined by ASME B30.3).

1.12.1 Foundation design and requirements

1.12.2 Installation instructions 1.12.4

1.12.3 Assembly and disassembly instructions including climbing/jumping instructions if applicable

1.12.4 Operating manual, limitations, and precautions

1.12.5 Periodic inspection and maintenance requirements

1.13 Crane and Rigging Gear Accident Reporting and Record Keeping. Contractors operating cranes on Shipyard property shall report all WHE accidents that occur incidental to an operation, project, or facility as prescribed by paragraphs (1.10.1) through (1.10.3) requirements below. Contractors shall report directly to their respective Contracting Officer. There are two general categories of accidents as defined below. Crane accidents are those that occur during operation of a crane. Rigging gear accidents are those that occur when gear is used by itself in weight handling operation i.e., without a crane.

1.13.1 Crane Accident: For the purpose of this definition, it is assumed there is an "operating envelope" around any crane, and inside the envelope are the following elements:

- ... The crane
- ... The operator
- ... The rigger(s) and crane walker
- ... Other personnel involved in the operation (supervisor, mechanic, tag line handler, engineer, etc.)
- ... The rigging gear between the hook and the load
- ... The load
- ... The crane's supporting structure (ground, rail, etc.)
- ... The lift procedure

1.13.1.1 Definition. A crane accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance, or testing resulting in the following:

- ... Personnel injury or death. Minor injuries that are inherent in any industrial operation, including strains and repetitive motion related injuries, shall be reported by the normal personnel injury reporting process in lieu of these requirements.
 - ... Material or equipment damage
 - ... Dropped load
 - ... Derailment
 - ... Two-blocking
- ... Overload (This includes load tests when the test load tolerance is exceeded.)
- ... Collision, including unplanned contact between the load, crane, and/or other objects.

A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.). [Bullets] 3, 4, 5, 6, and 7 are considered crane accidents even though no material damage or injury occurs.

Exception. If a crane is used as an anchor point for a portable hoist/rigging gear, rigging gear accident as defined in paragraph 1.10.2 below is not considered a crane accident if the crane is not being operated (no functions are in motion) at the time of the rigging gear accident, unless the accident results in an overload or damage to the crane, in which case it shall be reported as a crane accident.

1.13.2 Rigging Gear Accidents: For the purpose of this definition, it is assumed there is an "operating envelope" around any weight handling operation, and inside the envelope are the following:

- ... Rigging gear and miscellaneous equipment
- ... The user of the gear or equipment
- ... Other personnel involved in the operation (supervisor, mechanic, tag line handler, engineer, etc.)
- ... The load
- ... The gear or equipment's supporting structure
- ... The load's rigging path

... The rigging procedure

1.13.2.1 Definition. A rigging gear accident occurs when any one or more of the five elements in the operating envelope fails to perform correctly during weight handling operations resulting in the following:

- ... Personnel injury or death. Minor injuries that are inherent in any industrial operation, including strains and repetitive motion related injuries, shall be reported by the normal personnel injury reporting process of the activity in lieu of these requirements.
- ... Material or equipment damage that requires the damaged item to be repaired because it can no longer perform its intended function. This does not include superficial damage such as scratched paint, damaged lagging, or normal wear on rigging gear.
 - ... Dropped load.
 - ... Two-blocking of cranes and powered hoists.
- ... Overload. (This includes load tests when the test load tolerance is exceeded.)

A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped load, damaged load, etc.). [Bullets] 3, 4, and 5 are considered accidents even though no material damage or injury occurs.

1.13.3 The contractor shall notify the Contracting Officer as soon as practical, but not later than four hours, after any WHE accident. The contractor shall secure the accident site and protect evidence until released by the Contracting Officer. The contractor shall conduct an accident investigation to establish the root cause(s) of the accident. Crane operations shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer. The contractor shall provide the Contracting Officer within 30 days of any accident a Crane and Rigging Gear Accident Report using the form provided in reference 1.2.1 consisting of a summary of circumstances, an explanation of causes(s), photographs if available, and corrective actions taken. These notifications and reporting requirements are in addition to those promulgated by reference 1.2.6 and related claimant instructions.

1.14 Each contractor shall perform the following actions prior to conducting crane operations on Shipyard property:

1.14.1 Inspection Requirements. It shall be the sole responsibility of the contractor to assure the Contracting Officer and/or designated Shipyard personnel that the crane and associated rigging gear are in good working order and safe for use.

1.14.1.1 Crane Inspection. Perform pre-operational inspection of the crane in the presence of a representative of the Contracting Office of the crane prior to starting work on Shipyard property. Inspection shall meet all applicable reference 1.2.2, reference 1.2.7 (for NAVFAC construction contracts), and OSHA requirements.

1.14.1.2 Wire Rope Inspection. Perform a Wire Rope Inspection in the presence of a representative of the contracting office to applicable reference 1.2.2, reference 1.2.7 (for NAVFAC construction contracts), and OSHA requirements.

1.14.1.3 Rigging Gear Inspection. Perform a Rigging Gear Inspection in the presence of a representative of the contracting office to applicable reference 1.2.2, reference 1.2.7 (for NAVFAC construction contracts), and OSHA requirements.

APPENDIX P – CONTRACTOR CRANE (OR ALTERNATE MACHINE USED TO LIFT SUSPENDED LOAD) AND RIGGING GEAR REQUIREMENTS

CERTIFICATE OF COMPLIANCE	
This certificate shall be signed by an official of the company that provides cranes (or multi-purpose machines, material handling equipment, or construction equipment used to lift loads suspended by rigging gear) or rigging gear for any application under this contract. Post a completed certificate on each crane or alternate machine (or in the contractor's on-site office for rigging operations) brought onto Navy property.	
<u>CONTRACTING OFFICER'S POINT OF CONTACT</u> (Government Representative)	PHONE
PRIME CONTRACTOR/PHONE	CONTRACT NUMBER
CRANE OR ALTERNATE MACHINE SUPPLIER/PHONE (if different from prime contractor)	CRANE OR ALTERNATE MACHINE NUMBER (i.e., ID number)
CRANE OR ALTERNATE MACHINE MANUFACTURER/TYPE/CAPACITY	
CRANE OR ALTERNATE MACHINE OPERATOR'S NAME(S)	
<p>I certify that</p> <ol style="list-style-type: none"> 1. The above noted crane or alternate machine and all rigging gear conform to applicable OSHA regulations (host country regulations for naval activities in foreign countries) and applicable ASME B30 standards. The following OSHA regulations and ASME standards apply: _____ 2. The operators noted above have been trained and are qualified for the operation of the above noted crane(s) or alternate machine(s). 3. The operators noted above have been trained not to bypass safety devices during lifting operations. 4. The operators, riggers and company officials are aware of the actions required in the event of an accident as specified in the contract. 	
COMPANY OFFICIAL SIGNATURE	DATE
COMPANY OFFICIAL NAME/TITLE	
<p>POST ON CRANE (OR ALTERNATE MACHINE) (IN CAB OR VEHICLE) (or in the contractor's on-site office for rigging operations)</p>	

FIGURE P-1

1	Crane Company:	Date of Entry:		
	Crane Manufacturer/Crane Model/Crane Number:	Time of Entry:		
2	Date of Annual Inspection Expiration			
3	Date of Quadrennial Inspection Expiration			
4	Name & phone number of Contracting Official (or designated local representative)	Contracting Official		
		Phone Number		
5	Does the package include a routine or critical lift plan?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
6	Location of lift site?			
7	Duration crane will be continuously on the job site (hrs, days, weeks...)			
8	Does plan include certification from contractor that the crane complies with ASME B30 standard [B30.5 (mobile cranes), B30.8 (floating cranes), B30.22 (articulating boom cranes), or B30.3 (construction tower cranes)] as applicable?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
9	Does plan include a certificate of compliance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
10	Which OSHA regulations does the certificate of compliance indicate? (For cranes used in cargo transfer, 29 CFR 1917 applies; for cranes used in construction, demolition, or maintenance, 29 CFR 1926 applies; for cranes used in shipbuilding, ship repair, or ship breaking, 29 CFR 1915 applies).			
11	Does plan include valid medical certificate and proof of operator qualification from a source that qualifies crane operators (union, governmental agency, or an organization that tests and qualifies crane operators)? Verify qualification for each back-up operator (if provided) on the certificate of compliance.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
12	Does the plan designate a qualified Rigger-in-Charge	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
13	What is the weight of the heaviest load to be lifted?	lbs.		
14	What is the weight of the rigging gear?	lbs.		
15	What are the crane components (and their weights) that add to the weight of the load (hook, jib, etc.)?	Main Block	lbs.	
		Aux. Block	lbs.	
		Jib (Stowed)	lbs.	
		Jib (Erected)	lbs.	
		Other	lbs.	
16	What is the maximum total crane lift (sum of 13, 14 & 15 above)?	TOTAL	lbs.	
17	What is the capacity of the crane as configured	lbs.		
18	What percentage of crane capacity does this lift represent?	%		

1 9	What is the main boom length? If a jib will be utilized, indicate the length and offset.	MAIN	JIB	OFFSET	
2 0	What are the minimum and maximum load radii?	Min	Ma x		
2 1	Does the plan include the manufacturer's load chart for entire range of lift(s)?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
2 2	Does plan include ground loading and outrigger reaction data to determine cribbing requirements, or a Waterfront Operational Permit?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
2 3	For crawler crane, does the plan indicate area restrictions for operation?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
2 4	For floating crane, does plan include maximum allowable list?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
2 5	For mobile crane mounted on barge, is crane equipped with load indicating device? wind indicating device? marine type list and trim indicator (readable in one-half degree increments)?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
2 6	For mobile crane mounted on barge, does plan include revised load chart?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
2 7	What are the environmental conditions under which crane operations are to be stopped?				
2 8	Will the crane perform critical lifts? (If no, skip items 29 –49.)			Yes <input type="checkbox"/>	No <input type="checkbox"/>
2 9	What circumstances require this lift to be classified as a critical lift? (Blind lift, 75% of chart, non-routine rigging, etc.)				
3 0	What are the exact dimensions of the load? (L x W x H)				
3 1	Does the plan indicate the crane position? (Overhead view)			Yes <input type="checkbox"/>	No <input type="checkbox"/>
3 2	What is the maximum lift height of the lift?				
3 3	What is the minimum boom angle?				
3 4	What is the maximum boom angle?				
3 5	What is the name of the operator?				
3 6	Indicate name(s) of backup operator (if required).				
3 7	Does the plan show lift points?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
3 8	Does the plan describe the rigging procedures?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
3 9	Does the plan indicate rigging hardware requirements?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
4 0	For personnel lifts, does the plan demonstrate compliance with 29 CFR 1926.550?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
4 1	Does EM 385-1-1 govern this lift?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

4 2	What are the coordination and communication requirements for the lift (e.g., radio and hand signals)?			
4 3	For tandem or tailing crane lifts, does the plan indicate the make and model of the crane, the line, boom, and swing speeds, and the requirement for an equalizer beam?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
4 4	For floating cranes, refer to questions 20-22?			
4 5	What is the name of the lift supervisor?			
5 6	Does the plan indicate the qualifications of the lift supervisor?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
4 7	What are the names of the riggers?			
4 8	Does the plan indicate the qualifications of the riggers?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
4 9	Did all involved personnel (Operator, Riggers, Lift Supervisor, etc.) sign the critical lift plan?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Name	Organization	Signature	Date	Phone
Contracting Official:				
wed By				

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CRANE AND RIGGING GEAR ACCIDENT REPORT			
Accident Category: <input type="checkbox"/> Crane Accident <input type="checkbox"/> Rigging Gear Accident			
From:		To: Navy Crane Center Bldg 491 NNSY Portsmouth, VA 23709 Fax (757) 967-3808	
UIC:			Report No:
Activity:			
Crane No:	Category:	Accident Date:	Time: hrs
Category of Service: <input type="checkbox"/> SPS <input type="checkbox"/> GPS	Crane Type:	Crane Manufacturer:	
Was Crane/Rigging Gear Being Used In SPS? Yes <input type="checkbox"/> No <input type="checkbox"/>		Was Crane/Rigging Gear Being Used In a Complex Lift/ <u>Critical non-crane rigging operation</u> ? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Location:		Weather:	
Crane Capacity:	Hook Capacity:	Weight of Load on Hook:	
Fatality or Permanent Disability? <input type="checkbox"/> Yes <input type="checkbox"/> No		Material/Property Cost Estimate:	
Reported to NAVSAFECEN? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Accident Type: <input type="checkbox"/> Personal Injury <input type="checkbox"/> Overload <input type="checkbox"/> Derail <input type="checkbox"/> Damaged Rigging Gear <input type="checkbox"/> Load Collision <input type="checkbox"/> Two Blocked <input type="checkbox"/> Dropped Load <input type="checkbox"/> Damaged Crane <input type="checkbox"/> Crane Collision <input type="checkbox"/> Damaged Load <input type="checkbox"/> Other Specify _____			
Cause of Accident: <input type="checkbox"/> Improper Operation <input type="checkbox"/> Equipment Failure <input type="checkbox"/> Inadequate Visibility <input type="checkbox"/> Improper Rigging <input type="checkbox"/> Switch Alignment <input type="checkbox"/> Inadequate Communication <input type="checkbox"/> Track Condition <input type="checkbox"/> Procedural Failure <input type="checkbox"/> Other Specify _____			
Chargeable to: <input type="checkbox"/> Crane Walker <input type="checkbox"/> Rigger <input type="checkbox"/> Operator <input type="checkbox"/> Maintenance <input type="checkbox"/> Management/Supervision <input type="checkbox"/> Other Specify _____			
Crane Function: <input type="checkbox"/> Travel <input type="checkbox"/> Hoist <input type="checkbox"/> Rotate <input type="checkbox"/> Luffing <input type="checkbox"/> Telescoping <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Is this accident indicative of a recurring problem? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, list Accident Report Nos.: _____			
ATTACH COMPLETE AND CONCISE SITUATION DESCRIPTION AND CORRECTIVE/PREVENTIVE ACTIONS TAKEN AS ENCLOSURE (1). Include probable cause and contributing factors. Assess damages and define responsibility. For equipment malfunction or failure, include specific description of the component and the resulting effect or problem caused by the malfunction or failure. List immediate and long term corrective/preventive actions assigned and respective codes.			
Preparer:	Phone and email	Code	Date
Concurrences:			
		Code	Date
		Code	Date
Certifying Official (Crane Accidents Only):		Code	Date

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FIGURE 12-1 (1 of 2)

CRANE AND RIGGING GEAR ACCIDENT REPORT INSTRUCTIONS

This form is designed for fax transmission without a cover page or by e-mail and, with enclosures and signatures, shall be the official document. Electronic submission will be accepted without signatures but the names of the preparer, concurring personnel, and certifying official (for crane accidents only) shall be filled in. The e-mail address is m_nfsh_ncc_accident@navy.mil. The fax number is (757) 967-3808.

1. Accident Category: Indicate either crane accident or rigging gear accident.
2. From: The naval activity that is responsible for reporting the accident and UIC number.
3. Activity: The naval activity where the accident took place.
4. Report No.: The activity assigned accident number (e.g., 05-001).
5. Crane No.: The activity assigned crane number (e.g., PC-5), if applicable.
6. Category: Identify category of crane (i.e., 1, 2, 3, or 4), if applicable.
7. Accident Date: The date the accident occurred.
8. Time: The time (24 hour clock) the accident occurred (e.g., 1300).
9. Category of Service: Check the applicable service (SPS as defined by NAVSEA 0089-030-7000).
10. Crane Type: The type of crane involved in the accident (e.g., mobile, bridge), if applicable.
11. Crane Manufacturer: The manufacturer of the crane (e.g., Dravo, Grove, P&H), if applicable.
12. SPS: Was the crane or rigging gear being used in an SPS lift?
13. Complex lift: Was the crane or rigging gear being used in a complex lift?
14. Location: The detailed location where the accident took place (e.g., building 213, dry dock 5).
15. Weather: The weather conditions at time of accident (e.g., wind, rain, cold).
16. Crane Capacity: The certified capacity of the crane (e.g., 120,000 pounds), if applicable.
17. Hook Capacity: The capacity of the hook involved in the accident at the max radius of the operation, if applicable.
18. Weight of Load on Hook: If applicable, the weight of the load on the hook.
19. Fatality or Permanent Disability?: Check yes or no.
20. Material/Property Cost Estimate: Estimate total cost of damage resulting from the accident.
21. Reported to NAVSAFECEN?: Self-explanatory.
22. Accident Type: Check all that apply.
23. Cause of Accident: Check all that apply.
24. Chargeable to: Check all that apply.
25. Crane Function: Check all functions in operation at time of accident. Check N/A if a rigging gear accident.
26. Is this a recurring problem?: Check yes or no. Identify any other similar accidents.
27. Situation Description/Corrective Actions: Self-explanatory.
28. Preparer: Self-explanatory.
29. Concurrences: Self-explanatory.
30. Certifying Official (Crane Accidents Only): Self-explanatory.

FIGURE 12-1 (2 of 2)

12-5

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CRANE AND RIGGING GEAR NEAR MISS REPORT			
Near Miss Category: <input type="checkbox"/> Crane Near Miss <input type="checkbox"/> Rigging Gear Near Miss			
From:		To: Navy Crane Center Bldg 491 NNSY Portsmouth, VA 23709 Fax (757) 967-3808 nfsn ncc accident@navy.mil	
UIC:			Report No:
Activity:			
Crane/Equipment No:	Category:	Near Miss Date:	Time: hrs
Category of Service: <input type="checkbox"/> SPS <input type="checkbox"/> GPS	Crane /Equipment Type:	Crane/Equipment Manufacturer:	
Location:		Weather:	
Crane/Equipment Capacity:	Hook Capacity:	Weight of Load on Hook:	
Is this near miss indicative of a recurring problem? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, list report numbers: _____			
In the space below, include a brief description of the event and corrective actions taken to prevent recurrence:			
Preparer:	Phone and email	Code	Date

FIGURE 12-2 (1 of 2)

12-6

CRANE AND RIGGING GEAR NEAR MISS INSTRUCTIONS

This form is designed for fax transmission without a cover page or by e-mail and, with enclosures and signatures, shall be the official document. Electronic submission will be accepted without signatures but the names of the preparer, concurring personnel, and certifying official (for crane accidents only) shall be filled in. The e-mail address is nfsh_ncc_accident@navy.mil. The fax number is (757) 967-3808.

1. Near Miss Category: Indicate either crane or rigging gear near miss.
2. From: The naval activity that is responsible for reporting the near miss and UIC number.
3. Activity: The naval activity where the near miss took place.
4. Report No.: The activity assigned near miss number (e.g., 95-001).
5. Crane No.: The activity assigned crane number (e.g., PC-5), if applicable.
6. Category: Identify category of crane (i.e., 1, 2, 3, or 4), if applicable.
7. Near Miss Date: The date the near miss occurred.
8. Time: The time (24 hour clock) the near miss occurred (e.g., 1300).
9. Category of Service: Check the applicable service (SPS as defined by NAVSEA 0989-030-7000).
10. Crane Type: The type of crane involved in the near miss (e.g., mobile, bridge), if applicable.
11. Crane Manufacturer: The manufacturer of the crane (e.g., Dravo, Grove, P&H), if applicable.
12. Location: The detailed location where the near miss took place (e.g., building 213, dry dock 5).
13. Weather: The weather conditions at time of the near miss (e.g., wind, rain, cold).
14. Crane Capacity: The certified capacity of the crane (e.g., 120,000 pounds), if applicable.
15. Hook Capacity: The capacity of the hook involved in the near miss at the maximum radius of the operation, if applicable.
16. Weight of Load on Hook: If applicable, the weight of the load on the hook.
17. Is this a recurring problem?: Check yes or no. Identify any other similar near misses or accidents.
18. Situation Description/Corrective Actions: Self-explanatory.
19. Preparer: Self-explanatory.

FIGURE 12-2 (2 of 2)

12-7

ATTACHMENT J-0200000-08
EXHIBIT LINE ITEM NUMBERS (ELINs)

Refer to Attachment J-0200000-08 ELINs (provided as separate attachment).

8. Provide a detailed description of the project and the relevancy to the project requirements of this RFP

9. Provide a detailed description of what work your firm self-performed on this project:

10. Other Information:

1. The NAVFAC Form PPQ shall be utilized for all evaluations that require a Past Performance Questionnaire (PPQ).

2. Solicitations Submittal Requirements: IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor (insert applicable factor number, usually Factor 1, and insert factor title, usually Corporate Experience). AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Section J), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Pamela Waller, via email at pamela.waller@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.”

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name:

CAGE Code:

Address:

DUNs Number:

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain)

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price (Award Amount):

Final Contract Price (*to include all modifications, if applicable*):

Explain Differences:

4. Project Description:

Complexity of Work High Med Routine

How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:

Title:

Phone Number:

Email Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy):

8. Client's Signature:

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative

Contractor Information (Firm Name): _____

Client Information (Name): _____

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N

Contractor Information (Firm Name): _____
 Client Information (Name): _____

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes			No		
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes			No		
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes			No		
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes			No		
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

ATTACHMENT J-1502000-01
DEFINITIONS AND ACRONYMS

DEFINITION	DESCRIPTION
CRANE, CATEGORY 1	Portal cranes, Hammerhead cranes, Locomotive cranes, Derricks, Floating cranes (YD), Tower cranes, Container cranes, Mobile cranes (except those indicated as category 4), including truck, cruiser, crawler, warehouse/industrial cranes, and cranes used for dragline, pile driving, clamshell, magnet, bucket work, and Aircraft crash cranes.
CRANE, CATEGORY 2 & 3	Cranes with rated capacities of 20,000 pounds or greater are category 2. Examples are Over head traveling cranes, Gantry cranes (rail mounted), Wall cranes, Jib cranes, Pillar cranes, Pillar jib cranes, Monorails and associated hoists, Fixed hoists, including chain falls. Pedestal mounted commercial boom assemblies (fixed length, telescoping, and articulating types) attached to stake trucks, trailers, flatbeds, or railcars, or stationary mounted to piers, etc., with OEM rated capacities less than 2,000 pounds.
CRANE, CATEGORY 4	Commercial truck mounted cranes, Truck mounted articulating boom cranes, Pedestal mounted commercial boom assemblies (fixed length, telescoping, and articulating types) attached to stake trucks, trailers, flatbeds, or railcars, or stationary mounted to piers, etc., with OEM rated capacities of 2,000 pounds and greater. Commercial truck mounted cranes and truck mounted articulating boom cranes with OEM capacities of 2,000 pounds and greater require a licensed operator even if the cranes are down rated below 2,000 pounds capacity for administrative purposes.
EQUIPMENT, COLLATERAL	Encompasses built-in and large substantially affixed equipment/property that is normally acquired and installed as part of a facility project.
EQUIPMENT, INSTALLED	Encompasses building-type equipment, built-in equipment, and large, substantially affixed equipment/property, and is normally acquired and installed as part of a facility project. Installed equipment is normally required to make a facility useful and operable. Removing such equipment would impair the usefulness, safety, or environment of the facility or the facility restoration work required after its removal, is substantial.
EQUIPMENT, PERSONAL PROPERTY	Personal property equipment includes all equipment other than collateral equipment. Such equipment, when acquired and used in a facility or a test apparatus, can be severed and removed after erection or installation without substantial loss of value or damage thereto or to the premises where installed.
FACILITIES LIFE CYCLE	A facilities life cycle is divided into four stages, requirements (planning and design), acquisition (construction and acceptance), stewardship (operations, maintenance and repair), and disposal.
FACILITIES MAINTENANCE MANAGEMENT	The planning, prioritizing, organizing, controlling, reporting, evaluating, and adjusting of facilities maintenance operations to support the CNO/NAVFAC facilities policy and objectives and satisfy customers' facility needs. Defined by the International Facility Management Association as "the practice of coordinating the physical workplace with the people and work of the organization."
Integrated Maintenance Program (IMP)	IMP is a recurring state-of-the-art, reliability-centered inspection, testing, maintenance and repair program that determines best practices for managing the functions and consequences of failures of facilities equipment and system components. IMP encompasses accepted commercial practices, including reactive, preventive, predictive and proactive maintenance, into one optimal program. The IMP approach gives the Contractor full responsibility to maintain systems and equipment and perform repairs whenever necessary to ensure equipment and systems are operational and remain in a constant state of readiness. Service calls will not be issued for accomplishment of repairs

	on systems and equipment maintained under IMP.
LIFE-CYCLE COSTS	A form of economic analysis that considers the total cost of owning, operating, and maintaining a building or system over its useful life.
MAINTENANCE, PREVENTIVE	Maintenance designed to increase the availability of the facilities/equipment by reducing the number of unexpected breakdowns or service interruptions. It is any planned maintenance activity that improves equipment life and avoid any unplanned maintenance requirements.
MANAGEMENT INFORMATION SYSTEMS- MAINTENANCE	A computerized system that will provide sufficient information for management to evaluate differences between budgets and actual costs and evaluate performance.
REPAIR	Repair is the restoration of facilities or equipment to such a condition that it may be effectively utilized for its designated purposes by overhaul, reconstruction, or replacement of constituent parts or materials which have deteriorated by action of the elements or usage, and which have not been corrected through maintenance. This term also applies to replacement of the entire unit or system if beyond economical repair. The intent of repair is to have the equipment at normal working condition.
REPLACEMENT	Replacement, as a distinct work element, is confined to a program of planned replacement of a facility or its components. It may be further limited to major components such as air conditioning compressors, furnaces or hot water heaters. Replacement is performed when the equipment has reached the end of its useful life; when it no longer can perform due to degradation of its internal components and repair is no longer cost effective. Included under the replacement would be the major rebuilding of any component, since rebuilding also restores performance.
RESTORATION	Restoration of real property to such a condition that it can be used for its intended purpose. Includes repair or replacement work to restore facilities damaged by inadequate sustainment, excessive age, natural disaster, fire, accident or other causes.
SUSTAINMENT	Maintenance and repair activities necessary to keep a typical inventory of facilities in "normal working condition". Sustainment includes regularly scheduled maintenance as well as cyclical major repairs or replacement of components that occur periodically over the expected service life of the facilities.
SERVICE ORDER	Any work required to return a facility, system, equipment or component to normal working condition. Service orders are minor facility problem requests or requests for facilities-related work that are too small to be planned and estimated.
SERVICE ORDER CYCLE	Count down starts when the customer is notified that the work has been accepted to be accomplished to the time when the work chit is turned in by the craftsmen as complete is one complete cycle period for a service order.
SERVICE ORDER, EMERGENCY	Emergency is defined as any facility deficiency that immediately compromises the mission or life, health and safety. Always includes, but is not limited to, failure of any utility, fire protection, environmental control, or security alarm systems.
SERVICE ORDER, URGENT	Urgent is defined as any deficiency that does not immediately endanger personnel or property, but extended delays of repairs could result in damage to Government property, or soon affect the security, health, or well-being of personnel or the continued operation of a service or system.

SERVICE ORDER, ROUTINE	Routine is defined as any deficiency that does not qualify as emergency or urgent, but is needed to maintain the agreed upon facility condition. Maintain means to repair to such a condition that it may be used for its intended purpose and to normal working condition. Does not include improvements.
WEIGHT HANDLING EQUIPMENT (WHE)	Weight handling equipment consists of cranes (e.g., portal cranes, jib cranes), rigging gear (e.g., slings, shackles), and associated equipment (e.g., portable hoists, dynamometers). For purposes of this technical sub-annex, WHE does not include mobile or transportable truck, crawler, and railway mounted locomotive cranes covered in 1700000 BSVE.

Acronym	Title
BPVC	Boiler and Pressure Vessel Code
HVAC	Heating, Ventilation, and Air Conditioning
RPIE	Real Property Inventory Equipment
SCADA	Supervisory Control And Data Acquisition
SRM	Sustainment, Restoration and Modernization
UFC	Unified Facilities Criteria
UPV	Unfired Pressure Vessel
VTE	Vertical Transportation Equipment

ATTACHMENT J-1502000-02
REFERENCES AND TECHNICAL DOCUMENTS

Reference	Title
NAVFAC MO-200	Facilities Engineering Electrical Exterior Facilities
NAVFAC MO-912	Operation, Maintenance and Repair of Auxiliary Generators Proponent
UFC 3-230-02	Operation and Maintenance: Water Supply Systems
UFC 3-430-07	Operations and Maintenance: Inspection and Certification of Boilers and Unfired Pressure Vessels
UG-2029-ENV	Backflow Prevention Program Implementation at Navy Shore Facilities
NAVFAC P-307	Management of Weight Handling Equipment

ATTACHMENT J-1502000-03
Diesel Generator Inventory

BLDG LOC	MFR	MODEL	SERIAL	KW	HP
29	Caterpillar	SR-4B	9CR03176	300	
43	Caterpillar	C6.6	G5A07575	175	
79 (supports BCO)	Caterpillar	D60-6	LC400214	60	
163	Caterpillar	D175-2	LC600452	175	
174 (supports BCO)	Caterpillar	D175	LSB00431	40	
243	Stamford	MG-1-2284	P5851/3	250	500
298	Caterpillar	LC5	G5A01270	250	335
292	Kohler	300REOZJ	3GM32BTM	250	500
296	Kohler	40REOZJC	SGM32FCH6	400	
337	Kohler	40RE02JBDGDK	21362060	40	
373	Cummins	5630365	46324349	125	
374	Caterpillar	LC7	G7A03355	600	671
395	Generac	12780610200	2109245		
DD#1	Stamford	MG-1-2284	P4541/1	250	500
DD#2	Stamford	MG-1-2284	L6458/2	250	500
DD#3	Stamford	MG-1-2284	L6092/2	250	500
CIA Gate 2 (B14)	Onan	DGHE5699102	A050736263	50	
CIA Gate 4 (B79)	Onan	DGGD5702387	A050735685	35	
Security Gate 1 (B59)	Olympian	D200P4	OLY00000VN1VS01302	200	
Security Gate 2 (B398)	Caterpillar	D150-8	CN6D03089	150	207
PW Mobile Unit	Stamford	MG-1-2284	326843	250	500

ATTACHMENT J-1502000-04
Diesel Fire Pumps

Diesel Driven Fire Pumps

BLDG LOC	MFR	MODEL	HP	SN
86A	Caterpillar	PL4925 88	165	90N70544
170A	Deutz	DFP42012C M33-21	100	
306	Detroit	10347012	97	
337/341	Caterpillar	3208	121	90N70247
343	Cummins	6BTA59F	208	44666024

ATTACHMENT J-1502000-05
Electric Fire Pumps

BLDG LOC	MFR	MODEL	HP	SN
92	Marathon	404TTDS14330ANW	100	WAA090594
178	WEG	200180P3GFP445TS	200	11587751
291	Lincoln	3ABF9	50	2081022
298	US Electrical Motors	AD30A	50	FP -C042268
343	Peerless	NXF 404TSTDS702 6HNW	100	409127
373	US Electrical Motors	FF75	50	FP-C041308

ATTACHMENT J-1502000-06
UPS System

BLDG LOC	MFR	MODEL	KVA	SN
374	Eaton	9390		

Stand Alone ATS

BLDG LOC	MFR	MODEL	SN	Fed From
13	ASCO 4000	D04ATSA301 00N5XC	986950	LC1-7

Backflow Preventer Inventory

For Backflow Preventer Inventory Refer to **J-1502000-07**

Oil / Water Separators

For Oil / Water locations, details & OEM recommendations refer to **J-1502000-08**

Catch Basins

Catch Basin Cleaning & Drainage Line Cleaning

CATCH BASIN CLEANING & DRAINAGE LINE CLEANING

Informational Note: On the previous contract the Contactor found working at night was more productive.

GENERAL:

All work shall be performed in compliance EM 385 1-1. All gas free testing requirements shall be met prior to the start of work.

The Contractor shall submit a work plan to the Contracting Officer, which includes:

- ... Detailed description of work processes to be used.
- ... Provide qualifications of "competent person(s)" who will perform gas free testing of confined spaces for explosive vapors and oxygen deficiency as required by the clause "Gas Free Testing of Manholes and other Confined spaces" of the paragraph entitled "Station Regulations".
- ... The Contractor shall arrange his work so as not to cause interference with normal occurrence of Government business. All required work schedules shall be submitted to and approved by the Contracting Officer. In no event shall the Contractor change approved work schedules without the prior consent of the Contracting Officer.

Informational Note: The previous Contactor found working at night was more productive and less disruptive to normal occurrence of Government business.

- ... The Contractor shall take all necessary precautions to adequately protect personnel and both public and private property in the areas of work. Open structures shall be properly barricaded in accordance with the requirements of EM 385-1-1, Section 21. Barriers and/or warning signs shall be provided to reroute personnel and vehicular traffic around the areas of work. The Government will not provide barricades for Contractor use.

The Contractor shall gas free test any structure prior to entering in accordance with Shipyard's Station Regulations.

SCOPE OF WORK:

The work shall include providing services to clean catch basins and drainage lines located inside the CIA and outside the CIA. A List of Catch Basins and Drainage Lines to be cleaned shall be provided by the Government at the pre-construction meeting. The list shall organize the structures by priority (1 or 2).

When catch basins are found to be inaccessible, the Contracting Officer will designate additional basins so that the contract quantity requirements are achieved.

The Contractor shall provide a catch basin and drainage line cleaning plan for approval by the Contracting Officer.

Catch Basin Cleaning shall include the following:

Remove any foreign matter & debris interfering with the natural water flow into catch basin; remove all debris, salt, sand, dirt, leaves and trash from the top of the basin grate.

Clean catch basins top to bottom, and remove any debris from inlets and outlets. Sediment & liquids removed from the catch basins shall not be removed from the shipyard. The material shall be stockpiled in a location on the Shipyard as directed by the Contracting Officer. If the Contractor identifies sewage, oil or other petroleum products in the structure, the structure shall not be cleaned and the Contracting Officer shall be notified immediately.

Inspect each structure using the attached inspection report. The Contractor shall also photograph all structures that are categorized as "Poor" or "Failing". The Photographs shall be submitted at the weekly progress meetings.

- a. PNS Storm Drain System
- b. Catch Basin ID # _____
- c. Unique Bar-coded label

Note: The Contractor shall install the ID tag on the catch basin after each catch basin is cleaned & inspected.

Drainage Line Cleaning shall include the following:

Line cleaning shall remove all material from the pipe. No distinction between heavy, light or other types of cleaning shall be made. The cleaning shall be accomplished with high velocity cleaning equipment.

The line cleaning shall be coordinated with the catch basin cleaning and any material washed out the pipes shall be removed from the drainage structures.

PRECONSTRUCTION MEETING:

Prior to the Contractor commencing any work, the Contractor shall attend a preconstruction meeting to discuss the work plan, review inspection and data collection requirements, sequence of cleaning and any other work planning issues.

The government shall provide instruction on how to use the Data Dictionary software. Data field input option and data collection procedures will be discussed. The Contractor shall ensure all the personnel who will be collecting the field data are present for this instruction.

INSPECTION DATA COLLECTION

The inspection report shall note any deficiencies found during the cleaning and any recommended repairs noted for system components. The inspections shall identify any specific damage found in the drainage structures and any apparent blockage in lines. Structures with deficiencies shall warrant the completion of a full inspection report to assess damage and determine need for repair.

Data to be collected shall include the structure number, structure type, structure condition, frame & grate condition, sediment depth, readiness rating, recommended repair, clogged inlet or outlet, identify the presence of sewage or other non storm water liquids and other inspection criteria.

Data collected in the field shall be sent to the Contracting Officer weekly.

The contractor shall measure the structure and record the information on the attached Inspection Form. The Contractor shall make copies of the form as required. Partial inspection reports are suitable for structures that are in good condition and have previously had a full report completed as indicated on the list of catch basins provided by the Government. See Inspection Report Template for details.

PROGRESS MEETINGS

On a weekly basis the Contractor shall meet with the Contracting Officer to review the data collected the previous week, notify the Contractor of deficiencies found in the field, and to develop a list of tasks to be completed the following week (e.g. catch basins to clean, etc.). This coordination meeting will allow for regular communications and will be used to answer questions throughout the duration of the contract. The contractor shall keep meeting minutes of items discussed at the meeting, and distribute the minutes to meeting attendees. Also at the meeting, the Contractor shall provide an electronic copy of the field data collected to the Contracting Officer for a progress review.

FINAL REPORT

The final condition report shall include a print out of all the data collected and a CD of the electronic data files. The final report shall be provided in two, 3-ring binders, organized in a professional manner.

The report shall include copies of the completed inspection form for each structure inspected. The inspector forms shall be scanned and saved as pdf files. The PDF files shall be organized first by area (CIA / NONCIA), then outfall number, then structure number within each outfall.

The report shall also document the drainage lines cleaned.

Include a red-lined "as-built" drawing identifying structures and drainage lines where cleaning/flushing work was performed and those structures/lines which were inaccessible. The drawings shall be in Adobe PDF format with digital and hard copies included with the report.

Include the required photographs, appropriately labeled for ease of identification, as digital and hard copies with the report.

The Contractor shall submit an electronic copy of the condition report to the Contracting Officer not later than 14 calendar days after completion of the cleaning service describing condition of system and extent of services performed. The electronic copy shall be provided on a CD.

The Contractor shall also include a letter to the Contracting Officer certifying the reports provided have been checked by the Contractor and is accurate.

The Contractor shall update the status of cleaning/jetting on the Government furnished template J-1502000-09-1 Catch Basin Data.

INSTRUCTIONS: COMPLETE ONLY **SHADED** AREAS FOR RE-INSPECTION WORK OF GOOD AND FAIR RATED STRUCTURES. COMPLETE ENTIRE FORM FOR POOR RATED STRUCTURES.

STRUCTURE No.(welded): _____ DATE/TIME: _____

TAG No.(bar code): _____ INSPECTED BY: _____

WEATHER:

- ___ LIGHT RAIN
- ___ HEAVY RAIN
- ___ OVERCAST
- ___ CLEAR

COVER TYPE:

- ___ ROUND
- ___ OPEN
- ___ SQUARE
- ___ SOLID

STRUCTURE TYPE:

- ___ TRACK DRAIN
- ___ DRAIN MANHOLE
- ___ CATCH BASIN
- ___ OTHER, Specify: _____

WALL MATERIAL:

- ___ CONCRETE
- ___ BRICK

WALL CONDITION:

- ___ GOOD
- ___ POOR
- ___ FAILING

CHIMNEY CONDITION:

- ___ GOOD
- ___ POOR
- ___ FAILING

STRUCTURE MEASUREMENTS:

"A" STRUCTURE DEPTH: _____ (FT)

"B" INSIDE DIAMETER/SIZE: _____ (FT)

"C" CHIMNEY HEIGHT: _____ (IN)

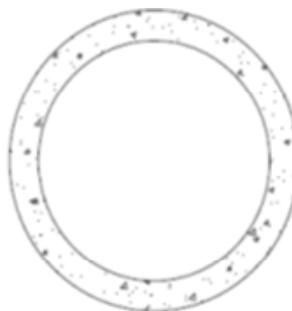
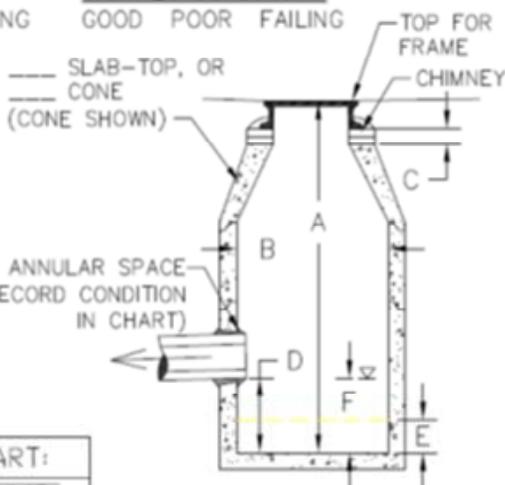
CHIMNEY MATERIAL:

- ___ BRICK, No. COURSES _____
- ___ PRECAST RINGS _____
- ___ OTHER, SPECIFY: _____

"D" SUMP DEPTH: _____ (FT)

"E" SEDIMENT DEPTH: _____ (IN)

"F" WATER DEPTH: _____ (IN)



NUMBER OUTLET / INLET LOCATIONS & RECORD IN CHART

PIPE MEASUREMENTS/CONDITIONS CHART:

	SIZE (INCHES)	DEPTH FROM TOP OF FRAME (INCHES)	MATERIAL (CONCRETE, HDPE, PVC, ACP, OTHER)	ANNULAR SPACE CONDITION (GOOD, FAIR, POOR, NONE)
OUTLET:				
INLET No. 1:				
INLET No. 2:				
INLET No. 3:				
INLET No. 4:				
INLET No. 5:				
INLET No. 6:				

COMMENTS: (FLOW DESCRIPTION-COLOR, ODOR, CLEAR)(GREASE OR OIL NOTED)(OTHER UNSUAL CONDITIONS)

J-15020000-09

Catch Basin Data Sheet

For Catch Basin Data Sheet, refer to **J-1502000-09-1**

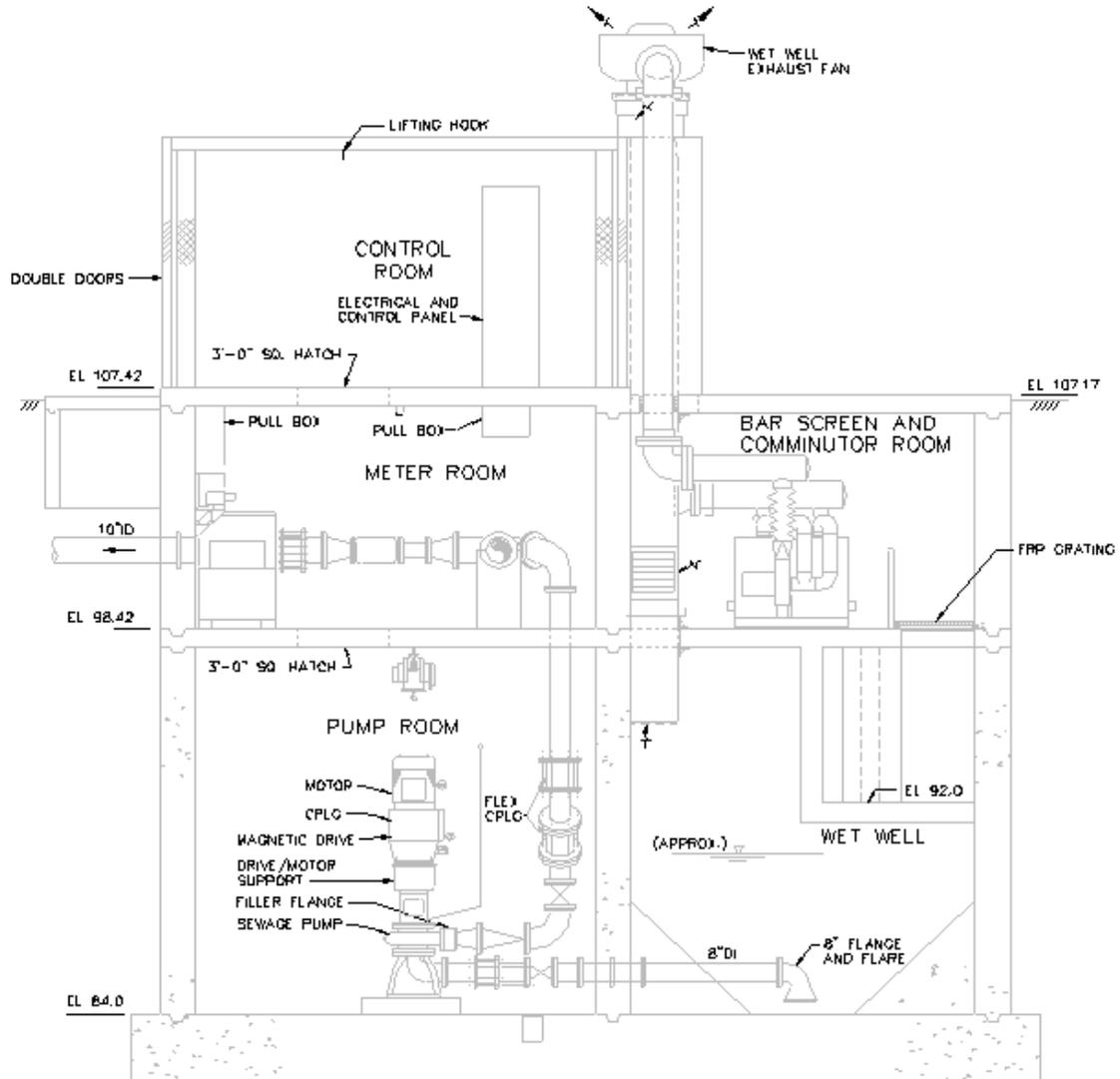
Sewage Lift Stations/Ejector Pumps

Locations

- 292 PNSY lift station located at north end of B59
- 296 South of B151 at Berth 6 area
- 297 Southwesterly end of B337
- 357 Northerly end of building
- 373 Easterly end of building
- H-10 Ejector Pump (in the building)
- 238 Ejector Pump (in the building)

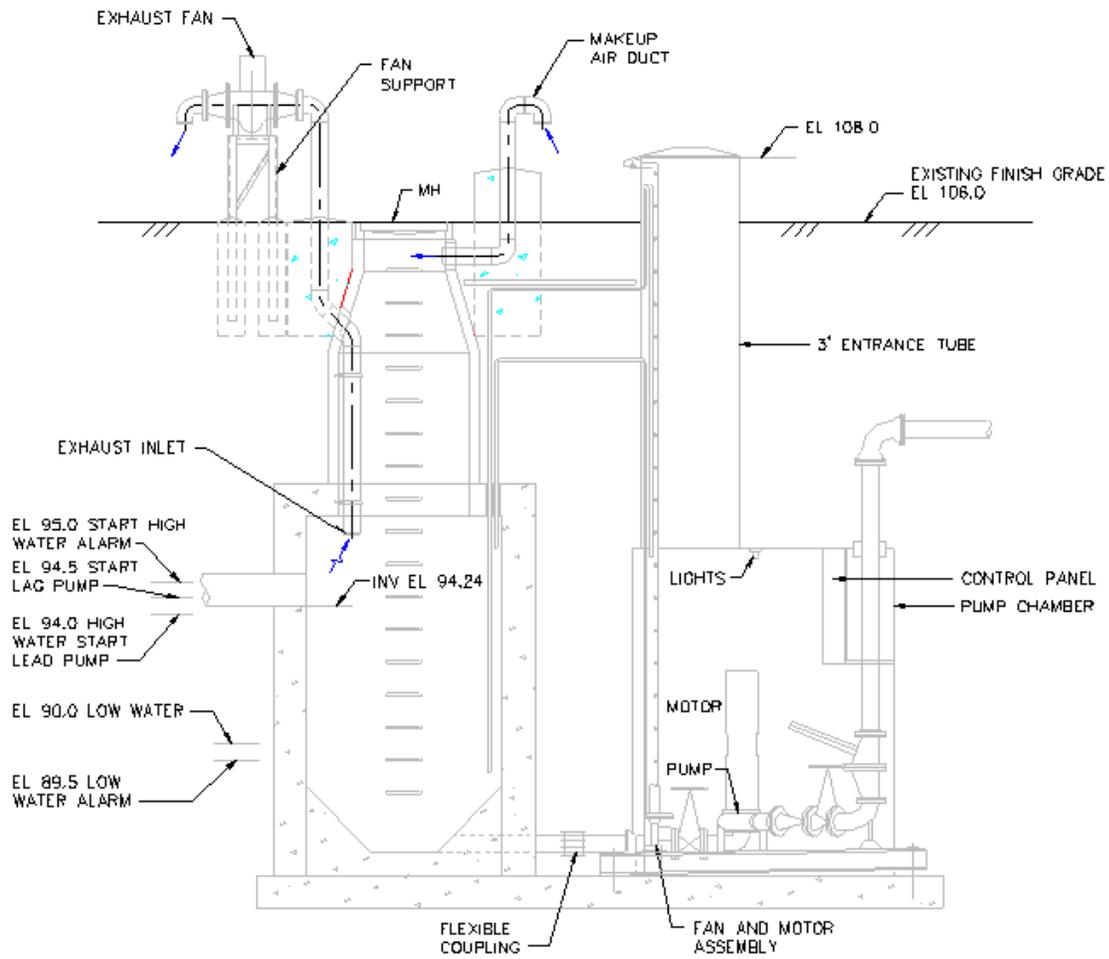
Sewage Lift Stations/Ejector Pumps

Building 292



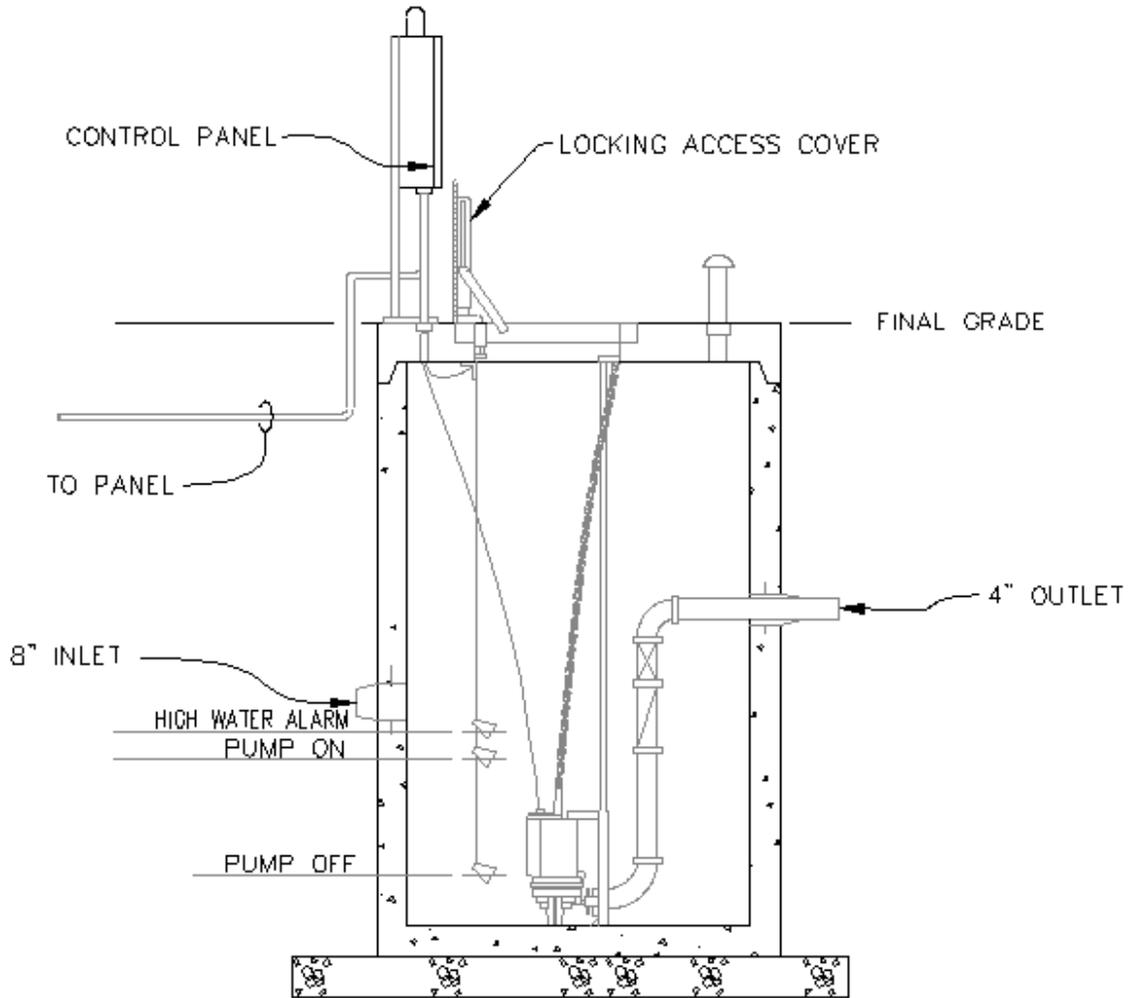
J-15020000-10

Building 296

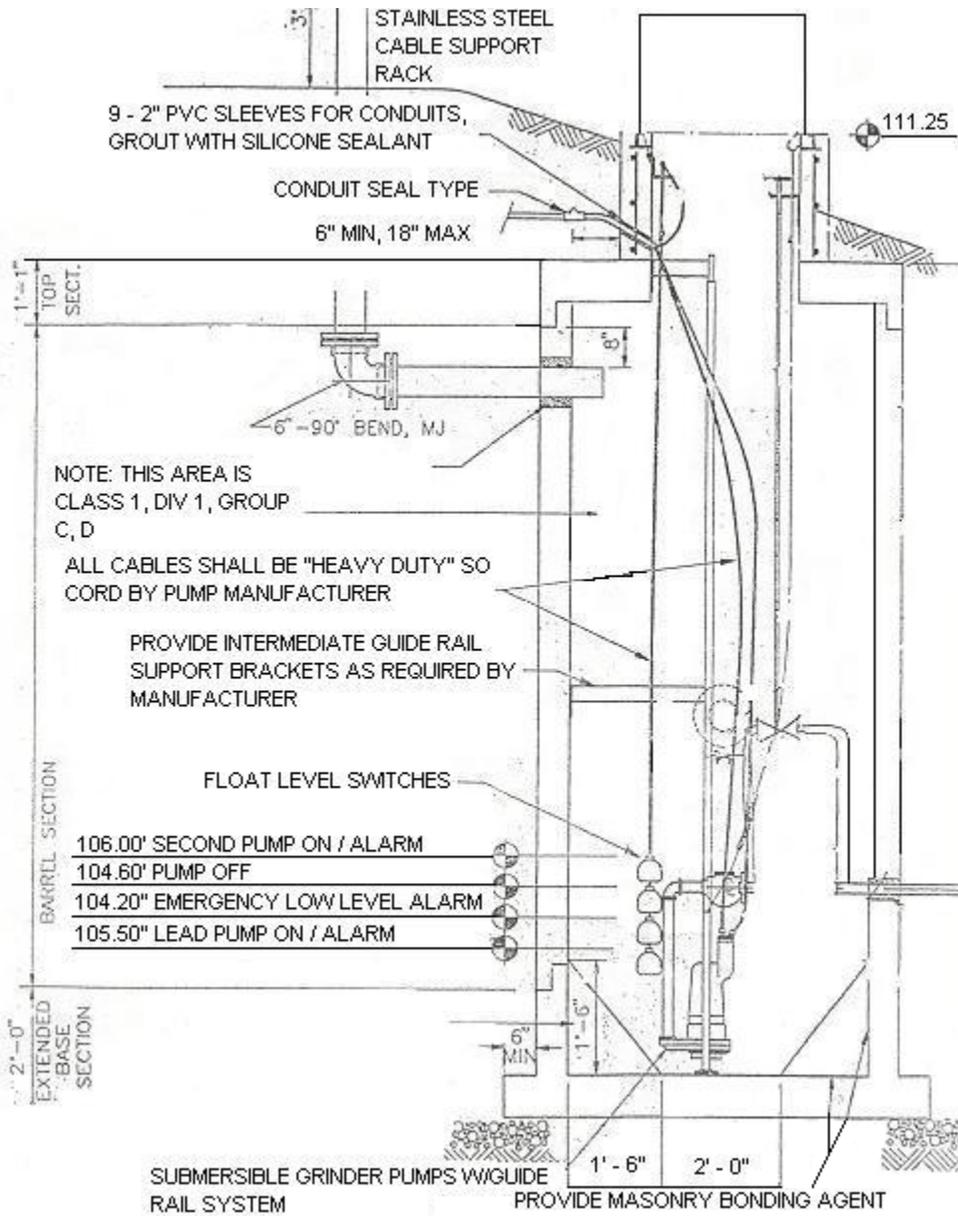


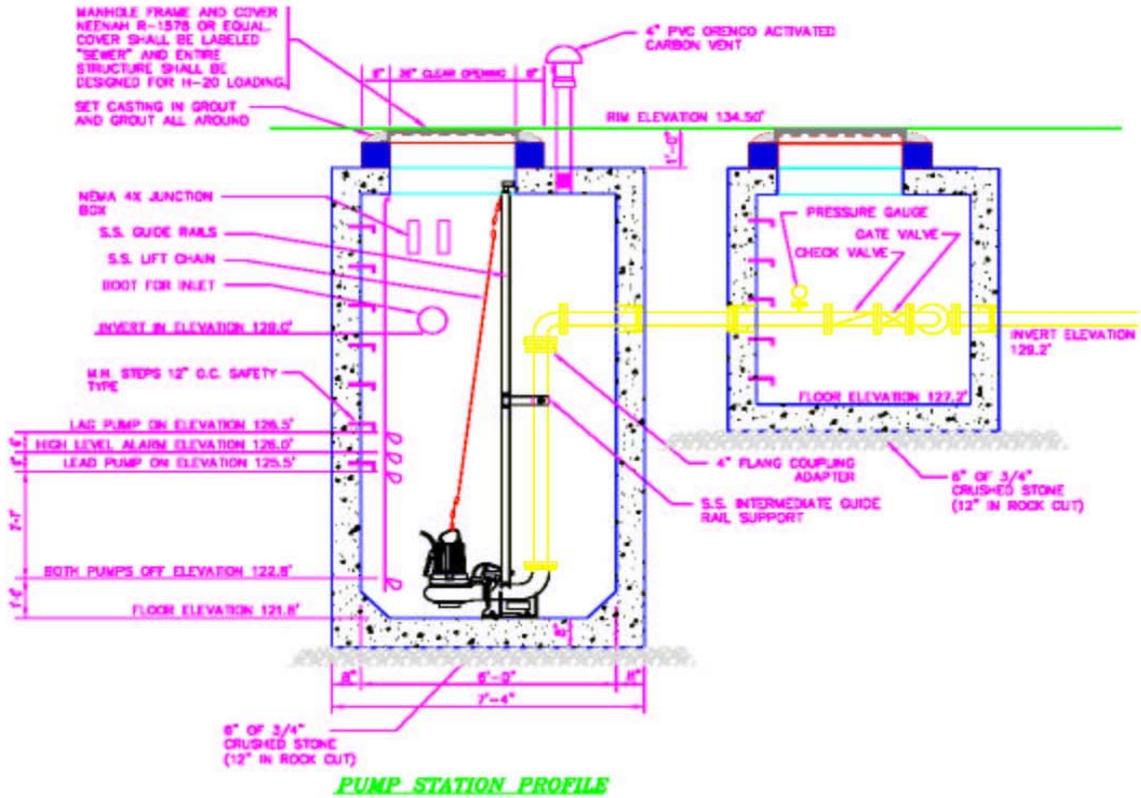
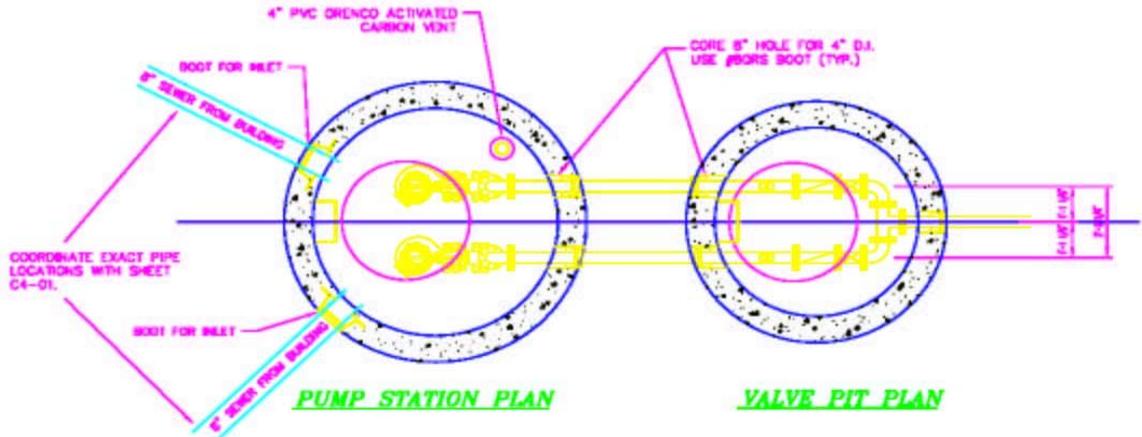
J-15020000-10

Building 297



Building 357





Building 373

PUMP STATION & VALVE PIT DETAIL
NOT TO SCALE

Building 292 Channel Grinder O&M

For B292 Channel Grinder O&M, Refer to **J-1502000-10-1**

Storm Water Treatment Management Systems

For Storm Water Treatment Management Systems, Refer to **J-1502000-11**

Root Treatment

For Root Treatment area maps, Refer to **J-1502000-12**

J-1602000-01
Definitions and Acronyms

	Definitions
High Voltage Transmission	Transmission of electrical loads greater than 69 kilovolts (KV).
Low Voltage Distribution	Distribution of electrical loads less than or equal to 600 volts (V).
Medium Voltage Distribution	Distribution of electrical loads ranging from greater than 600 V up to and including 69 KV.
	Acronyms
ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
NEC	National Electrical Code
NFPA	National Fire Protection Association
NETA MTS	National Electrical Testing Association, Maintenance Testing Specifications

SCADA Premium Support/Service Agreement

Contractor shall provide Annual Support/Service Agreement for Remote Assistance from the Industry Leading Experts.

Power Monitoring Expert software is a power management solution for energy suppliers and consumers. It allows us to manage energy information from metering and control devices installed in our facility and other remote locations. The product offers control capabilities and comprehensive power quality and reliability analyses to help reduce energy-related costs.

- ... **Premium Support.** Premium Support provides proactive support that improves the system performance, increases system utilization and helps reduce the cost of ownership.
- **Senior Technical support Engineer Dedicated to Site.** Senior technical support engineer is assigned as a single point of contact for the site to answer all inquiries and expedite problem resolution by building an exclusive knowledge of the system.
 - **Real Time Maintenance.** Alerts the senior technical engineer assigned to the site of any issues occurring in the system.
 - **Comprehensive Support for Entire Engineered Solution.**
 - Includes configurations, graphical interfaces, PLC programming and tailored software solutions provided by Square D engineering services.
 - Also includes support for Square D supplied 3rd party products integrated to provide engineering solution such as communication interfaces, satellite antennas, and remote input devices.
 - Assistance with Power System Controls, Sequence of Events Recording, Active Pager Module, Water, Air, Gas, Electric, Steam, and other engineered solutions.
 - **Monthly System Status Update.** A monthly report detailing the current status of the system and any performance issues is sent via email by the senior technical support engineer.
 - **24 x 7 Support for PowerLogic Systems.** The 24x7 service provides around the clock support for PowerLogic systems. Gives us the help we need when needed the most. Calls received after normal business hours are routed via a paging service to a senior technical support engineer who will return the call within one hour.

Current Maintenance Frequencies

ELIN	ITEM	DESCRIPTION	FREQUENCY							
			M	Q	L	A	B	T	Qe	
005AA	1	Batteries, Flooded Lead-Acid - "Visual/Mech" NETA MTS 2013, Section 7.18.1.1							X	
005AA	2	Batteries, Nickel-Cadmium - "Visual/Mech" Manufacturer's Recommendations - "Electrical"							X	
005AA	3	Batteries, Valve-Regul. Lead Acid "Visual/Mech" NETA MTS 2013, Section 7.18.1.3 "Electrical"							X	
005AB	4	Battery Chargers NETA MTS 2013, Section 7.18.2							X	
	5	Circuit Switcher NETA MTS 2013, Section 7.7								
005AC	6	Distribution Transformers, Dry Type, Air Cooled, Large (>600V) NETA MTS 2013, Section 7.2.1.2 (include optional test 5 for all units)				X				X
005AC	7	Distribution Transformers, Liquid Filled NETA MTS 2013, Section 7.2.2 (include all optional tests for unit T1)				X				X
005AD	8	Switches, Air, Medium Voltage, Metal-Enclosed NETA MTS 2013, Section 7.5.1.2								X
005AD	9	Switches, Oil, Medium Voltage NETA MTS 2013, Section 7.5.2								X
005AD	10	Switches, SF6, Medium-Voltage NETA MTS 2013, Section 7.5.4				X				X
	11	Switches, SF6, Medium-Voltage Check level of GAS NETA MTS 2013, Section 7.5.4								
	12	Circuit Breakers, Oil, Medium Voltage NETA MTS 2013, Section 7.6.2								
005AE	13	Circuit Breakers, Air, SF6, Vacuum, Medium Voltage NETA MTS 2013, Section 7.6.3/7.6.4/7.6.1.3				X				X
	14	Circuit Breakers, Air, Insulated Case/Molded Case NETA MTS 2013, Section 7.6.1.1 *Note: Trip units designed for secondary injection shall be tested by Govt. furnished test sets. Primary injection shall not be performed.								
005AF 005AG	15	Circuit Breakers, Air, Low-Voltage Power NETA MTS 2013, Section 7.6.1.2 *Note: Trip units designed for secondary injection shall be tested by Govt. furnished test sets. Primary injection shall not be performed.				X				X
005AH	16	Protective Relays NETA MTS 2013, Section 7.9.1							X	
	17	Instrument Transformers NETA MTS 2013, Section 7.10								

J-1602000-03
Current Maintenance Frequencies

ELIN	ITEM	DESCRIPTION	FREQUENCY						
			M	Q	L	A	B	T	Qe
005AJ	18	Regulating Apparatus, Voltage, Step Voltage Regulators NETA MTS 2013, Section 7.12.1.1 *Note: No internal inspection				X			
005AK	19	Regulating Apparatus, Voltage, Load tap Changers NETA MTS 2013, Section 7.12.3 *Note: Internal inspection				X			
	20	Surge Arresters, Medium and High Voltage Surge Protection Devices NETA MTS 2013, Section 7.19.2							
	21	Motor Control, Motor Starters, Low Voltage NETA MTS 2013, Section 7.16.1.1							
005A M	22	Motor Control, Motor Starters, Medium Voltage NETA MTS 2013, Section 7.16.1.2				X			
	23	Motor Control, Motor Control Centers, Low Voltage NETA MTS 2013, Section 7.16.2.1							
	24	Motor Control, Motor Control Centers, Medium Voltage NETA MTS 2013, Section 7.16.2.2							
	25	Capacitors and Reactors, Capacitors NETA MTS 2013, Section 7.20.1							
	26	Capacitors and Reactors, Reactors-Dry Type NETA MTS 2013, Section 7.20.3.1							
	27	Switchgear and Switchboards NETA MTS 2013, Section 7.1							
	28	Metal Enclosed Busways NETA MTS 2013, Section 7.4							
	29	Transformers, Dry Type, Air Cooled, Low Voltage, Small (less than 500 KVA) NETA MTS 2013, Section 7.2.1.1							
	30	Cables, Low-Voltage, 600V Maximum NETA MTS 2013, Section 7.3.2							
	31	Switches, Air, Low Voltage NETA MTS 2013, Section 5.1.1							
	32	Panelboards NFPA 70B Table H-4(f) "Low Voltage Equipment, Panelboards" *No prim. inject of light. & appl. panels							
	33	Grounding Systems NETA MTS 2013, Section 7.13							
	34	Control Systems, Electrical NETA MTS 2013, Section 8.1							
005AO 005AP	35	Rotating Machinery, A.C. Motors NETA MTS 2013, Section 7.15.1 / 7.15.2				X		X	

J-1602000-03
Current Maintenance Frequencies

ELIN	ITEM	DESCRIPTION	FREQUENCY						
			M	Q	L	A	B	T	Qe
005A O 005AP	36	Rotating Machinery, D.C. Generators NETA MTS 2013, Section 7.15.3				X		X	
005A Q	37	Oil Sample (Transformer, Regulator, MV Switch) per ASTM D 1816/ASTM D 3612				X			
005AR	38	Control Power, Filter Controller, Station Power, Chemical Monitoring and Control, Powerware UPS NETA MTS 2013, Section 7.22.2 and O&M				X			
005AS	39	Avtron 612Kw @ 210Vdc to 1750Kw @355Vdc load box resistive type, Onsite PM and test per O&M				X			
005AT	40	Adjustable-Speed Drive Systems, NETA MTS 2013, Section 7.17				X			
005A U	41	Provide O&M engineering support to test transportable Rectifier				X			

Summary – Equipment Inventory Tables

Quadrennial Testing	Qty
Distribution Transformers	66
MV Disco Switches	47
MV Breakers	94
LV Breakers (SI)	428
LV Breakers (PI)	24
Total Pieces:	659

Triennial Testing	Qty
Battery Systems	26
Protective Relays	517
MG Set #1 3rd party testing	1
MG Set #2 3rd party testing	1
MG Set #238 3rd party testing	1
Total Pieces:	520

(Continued) Summary – Equipment Inventory Tables

Annual testing	Qty
Distribution Transformers	15
MV Disco Switches	11
MV Breakers	3
LV Breakers	84
Regulators	21
Load Tap Changers	4
MV MG Control Starters	8
MG Sets (per NETA MTS)	3
Oil Samples	72
Powerware UPS	1
Avtron Load Box	1
Adjustable Speed Drive	2
Transportable Rectifier Testing	2
Test Equipment Calibration	1
SCADA Service Agreement	1
Total Pieces:	229

bldg 163 and 292

Electrical Power Distribution Equipment	
Equipment	Qty
Distribution Transformers	81
MV Disconnect Switches	58
MV Breakers	97
LV Breakers (SI)	512
LV Breakers (PI)	6
Battery Systems	26
Protective Relays	517
MG Set #1 3rd party testing	1
MG Set #2 3rd party testing	1
MG Set #238 3rd party testing	1
Regulators	21
Load Tap Changers	4
MV MG Control Starters	8
MG Sets (per NETA MTS)	3
Oil Samples	72
Powerware UPS	1
Avtron Load Box	1
Adjustable Speed Drive	2
Transportable Rectifiers	5
Test Equipment Calibration	1
SCADA Service Agreement	1
Total Pieces:	1419

Note #1: A separate inventory table is provided for each frequency requirement under one category of equipment.

Refer to separate pdf file: J-1602000-04

NOTE: J-1602000-04 is intended to provide a detailed list of the electrical distribution equipment, excluding the building services, to be inspected, tested and maintained. (TABS: Transformers, MV Disco Switches, MV Breakers, LV Breakers, Battery System, Protective Relays, MG Sets 3rd Party, Regulators, Load Tap Changers, MV MG Starter, MG Set, Oil Samples, Powerware UPS, Avtron Load Bank, Variable Speed Drive, Transportable Rectifier Testing and Test Equipment Calibration)

J-1602000-05

Diesel Generator Prescriptive Maintenance Program

Refer to separate pdf file: J-1602000-05

NOTE: J-1602000-05 - Diesel Generator Prescriptive Maintenance Program

J-1602000-06

MG Maintenance and Testing

Contractor shall perform “Biennial” preventive maintenance and testing of three (3) Motor Generators.

Contractor Requirements. Contractor shall be familiar with, firsthand knowledge of, and previous experience having worked with and on this equipment. Contractor shall be knowledgeable and experienced with providing electric motor repairs, electric motor rewinds, custom controls and panels, system integration, machine rebuilds, and diagnostic services for commercial and industrial applications.

MG #1 - Westinghouse 500 KW Synchronism Generator

MG #2 - Westinghouse 600 KW Induction Motor

MG #238 - Teco Westinghouse 750 KW Synchronism Motor Generator

Perform On-Site Biennial PM and Testing as follows

MG Set #1

Roll out all babbitt bearings, document conditions, dimensions of shaft journals, and bearing bores.

Remove and dispose of lubricating oil.

Megger and Polarization Index testing on the rotor and stator of the AC and DC machines.

Visually check brushes and brushholders.

Furnish lubricating oil and lubricate the bearings.

MG Set #2

Megger and Polarization Index testing on the rotor and stator of the AC and DC machines.

Visually check brushes and brushholders.

Furnish grease and lubricate bearings as required.

MG Set #238

Roll out all babbitt bearings, document conditions, dimensions of shaft journals, and bearing bores.

Remove and dispose of lubricating oil.

Megger and Polarization Index testing on the rotor and stator of the AC and DC machines.

Visually check brushes and brushholders.

Furnish lubricating oil and lubricate the bearings.

J-1602000-07

AVTRON Load Bank Maintenance and Testing

Contractor shall perform preventive maintenance and testing of one (1) Avtron Load Bank

Contractor is advised that preventative maintenance and testing shall be performed on-site by an authorized Avtron Service Technician

Contractor is responsible for the first \$750.00 worth of parts required for repairs per visit.

Avtron 600KW Load Bank, Direct Current (VDC), resistive type

Perform Annual PM and Testing per O&M requirements

- ... **Walk-Around Inspection.** Inspect overall condition of structure and housing for, debris, leaks, proper panel security, loose or broken fittings, loose or misplaced wires and guards and check all switches are in proper working order. Repair as necessary.
- ... **Insulation Test.** Insulation test shall exceed 10 megohms at rated circuit voltage.
- ... **Operation Test.** Load bank shall be energized at no load and all control and indicator functions checked for proper operation.
- ... **Louvers.** Check for proper operation (able to open and close freely).
- ... **Strip Heaters.** Check for proper operation. Maintain >32°F temperature inside load bank at all times.
- ... **Power Test.** Load Bank shall be energized and full rated power applied to its input load terminals. The results of observations and measurements made during and at the conclusion of these tests shall confirm for the load bank:
 - No evidence of heat damage or deterioration.
 - No evidence of sagging, distortion, hot spots or arcing on the resistors.
 - No trip-out or faulty operation of the load bank.
 - No evidence of excessive pitting, contact bounce, contact chatter, or failure to promptly extinguish the arc.
 - Minimum change in load segment characteristics from cold to maximum operating temperatures.
 - Load capacities, incremental step loading to conform to specifications.
 - KW and KVAR markings on remote console are accurate and comply with requirements.
- ... **Dielectric Test.** Load Bank shall be subjected to test which demonstrate dielectric withstand capabilities of all current carrying components between each other and ground. This test shall be performed for all levels of voltage and, where necessary, those components, which might be damaged by higher voltage levels, shall be properly isolated prior to testing.
- ... **Meggering.** Load Bank will be subjected to megger tests using a 500 Volt Megger. With all contacts and circuits closed, the resistance between current carrying members and ground shall not be less than 100 megohms at any point tested when heated from normal operation.
- ... **Protective Features Test.** Load Bank shall be energized and the protective features shall be

tested for proper operation. The tests on each feature which functions to trip open the main circuit breaker shall be accomplished in a manner which will assure that it is the feature being tested which actually trips the breaker under the simulated condition.

- High Temperature.** Temperature detectors are provided in each resistive stack and shall drop all load in the event an over-temperature condition.
- Air Flow.** Directional air flow switch sensor are incorporated into the air stream in the event air flow through the load bank is reversed, interrupted, or reduced below a safe value.
- Interlocks.** Interlock are supplied on the hinged single point load connection area. The interlock will be wired to a terminal block for interconnection to a Government supplied main circuit breaker. The load banks shall be provided with bolt on exterior panels that can be removed for routine maintenance.

... **Cooling Fans.** Load bank is adequately cooled or ventilated to prevent deterioration, degradation, or failure of the unit and any part thereof when operated at the duty cycle. Fan motors for the resistive load bank is a 3-phase, ball bearing, induction motor type with adequate horsepower rating so as not to be overloaded under any condition of the load bank operation. Check operation of fan(s) for proper operation, damage to blades, vibration and repair and/or lubricate as required.

... **Malfunctions.** Report any malfunction and make necessary repairs.

Detailed Report. Upon completion of annual PM and testing provide Government with a detailed report of findings, repairs and recommendations.

J-1602000-08
Transportable Rectifier Testing

Rectifier Inspection and Testing Requirements

Contractor shall perform inspection and testing of five (5) Transportable Rectifiers, (2 per year).

Contractor Requirements. Contractor shall provide on-site engineering support to inspect and test two rectifiers per annum. They shall be familiar with, firsthand knowledge of, and previous experience having worked with and on this equipment. Contractor shall be knowledgeable and experienced with SCR Rectifier Systems, Thyristor Assemblies, PLC controls, HMI panels, and diagnostic services for commercial and industrial applications.

Perform On-Site Annual Inspection and Testing on two (2) rectifiers per annum

1. **LOTO:**
 - a. Secure power to rectifier, open all doors and perform a visual inspection of entire unit.
 - b. Breakers, transformer, and relays shall have current test dates before being tested (testing by others)
 - i. Provide date of recent testing and PM located on test labels attached
2. **Primary Section:**
 - a. 15 KV PT fuses for control power.
 - b. Condition of Fuses and PT.
 - c. Condition of KVA transformer
 - d. No significant amount of rust or peeling paint in HV section.
 - e. HV cable is secure and visually check for signs of Corona
 - f. Check HV cable for unusable wear
3. **Exterior:**
 - a. Damage, rain or water damage to enclosure, door hinges, exterior paint, and rust.
 - b. Dura-line receptacles are not cracked and are serviceable
 - c. RS232 port is not damaged or rusted, (corrosion control individual contact pins if required)
 - d. Remote console control cable is not damaged (pin to pin check)
 - e. Check ground connection
 - f. All appropriate labeling is legible, PPE requirements, Weight, CG, etc
 - g. Doors all appear to close tightly, properly, and locking pawls move free and easily
4. **Air filters:**
 - a. Cleaned (replace annually by PWD)

5. Interior:

- a. Electronics and other controls appear to be in fair physical condition.
- b. Capacitors visually checked for any damage or abnormalities
- c. Breaker is in the connected position
- d. Check all control fuses are installed and in working order
- e. Visual inspection of DC Filter system

6. Transformer:

- a. No external oil or gas leakage.
- b. Pressure gauge has correct readings and not defective.
- c. Oil level is appropriate for current condition.
- d. Reset Max temperature telltale indicator.
- e. Perform oil sample

7. Cooling system:

- a. Test the Polyethylene Glycol and water mixture.
- b. Proper level of coolant, fill as required

8. Remote operation:

- a. Allen Bradley Panel View 600 Remote Control Box (suitcase).
 - i. Case not damaged and positioned in a dry location
 - ii. RS232 communications cable is installed
 - iii. 120 volt power source available
- b. Connect RS232 cable and verify no communication errors
- c. When at Home screen functional test all features and controls.
 - i. Analog metering is working properly
 - ii. Ramp voltage up and down
 - iii. Circuit breaker trip function operates properly
 - iv. Status indicator is consistent with local status

9. Local Operation:

- a. Apply power to rectifier
- b. Verify there are no alarms
- c. Audible alarm is working with rectifier change of state
- d. Cycle AC breaker and verify charging motor is operating
- e. Verify ventilation louvers and blowers are working properly
- f. Verify volts are approximately '0'
- g. Verify status of breaker is consistent with local status
- h. All displays are functioning properly
- i. Verify control power is available at PLC
- j. Operate each control to verify proper results
- k. Auxiliary power lamp is on
- l. Regen switch is on (continuous)
- m. Breaker charging motor operation DC breaker
- n. Verify DC Breaker can Open and Close with local and remote controls
- o. Verify remote trip operates correctly
- p. Verify AC Breaker can Open and Close with local and remote controls
- q. Strip heaters are operational within the entire rectifier.
- r. All indicator lamps are working

- s. Voltage control pot rotates smoothly throughout range and does not appear to have dead spots.
- t. Calibrate panel volt meter to the best of your ability.
- u. Install ground detector (furnished by government) and verify >10 meg
 - i. Close each DC breaker without any load connected and verify no change in status on ground detector
 - ii. Open DC breaker verify no change on ground detector status
 - iii. During load box testing monitor ground detector and verify no change in status
 - iv. Turn on Regen and check for AC Ripple

10. Emergency Stop:

- a. Verify Emergency Stop works.
When an emergency stop is triggered the following actions should automatically occur in order to return the power supply to a safe state:
 - 1. SCR gating is stopped
 - 2. Switchgear is opened
 - 3. Regen Resistors are engaged
 - 4. Emergency shutdown procedure is not intended to be the normal shutdown sequence.

11. Relay controls:

- a. UV relay picks up at $< \text{ or } = 200 \text{ VDC}$

12. Load testing:

- a. Verify DC output voltage is within + or - 2 volts of digital display
- b. Using government furnished load box test rectifier as follows
 - i. Check AC Ripple... beginning, during and at end of each set point
 - ii. Check with a DC amp meter and verify each DC cable carrying a balanced load.
 - iii. Annotate outside temperature and humidity levels.
 - iv. Annotate start and stop time of test
 - v. 210 VDC at 1000 amps (~200Kw) for 15 minutes
 - vi. 210 VDC at 2900 amps (~1600 Kw) for 30 minutes
 - vii. 255 VDC at 2200 amps (~1050 Kw) for 30 minutes
 - viii. 355 VDC at 1600 amps (~500Kw) for 30 minutes
 - ix. 355 VDC at 3100 amps (~1000Kw) for 15 minutes
 - x. Annotate max VDC this unit can provide
- c. If a load box is not available utilize the full capability of the rectifier's Regen to perform load test for 60 minutes
- d. AC Ripple is considered to be within standards when ~1-3 volts @ any applied load, 1% RMS max
- e. Verify output voltage is steady and reliable.
- f. Verify Remote trip functions properly

13. Test reports:

- a. Provide a detailed report of overall condition of rectifier within 5 working days after completion of testing. Each topic listed above shall be addressed in report.

- b. If parts are required to repair rectifier that are above and beyond what the government can furnish, contractor shall provide a quote to the contracting officer before proceeding with repairs.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$38,500,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Elinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.

- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
- (A) Basic.
- (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this

solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$38,500,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [___] is, [___] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [___] is, [___] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [___] is, [___] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ___ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [___] is, [___] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ___ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [___] is, [___] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern

participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(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 (FEB 2016)

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 Veterans), it has filed the most recent VETS-4212 Report required by that clause.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

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

(1) "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 the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

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

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

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(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 Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a 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
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(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

INSTRUCTIONS**L.1 CONTRACTOR PROPOSAL CERTIFICATION**

Contractor is required to certify in writing on page 1 of proposal the following:

_____ warrants that its proposal
 _____ (Name of Offeror)
 _____ incorporated herein by reference, including, but not limited to, proposed
 (of date or other identifier)

approaches, staffing, methodology, or work plan, will meet the performance objectives set forth in this contract during the execution thereof. The contractor is not excused from meeting such performance objectives in the event such proposal proves inadequate as conceived or executed to meet such performance objectives. The contractor understands that it bears all of the cost and performance risk associated with adopting acceptable additional (and/or alternative) means or methods of meeting the performance objectives.

L.2 CONTRACTOR'S PAYMENT SCHEDULE

The Contractor shall submit a Payment Schedule for all firm fixed-price (FFP) work proposed for a 12-month period. This schedule shall break down the annual FFP cost of the work proposed by the month in which the work is planned to be performed.

L.3 INQUIRES

All questions from offerors concerning any aspect of this request for proposal (RFP) must be submitted in writing. Prospective offerors are requested to submit written questions specifying the section and paragraph of the specification for which clarification is desired. All inquires will be answered in writing. Telephone questions will not be entertained. Offerors are specifically cautioned that verbal discussions and replies to question shall not have the effect of changing the provisions of the written RFP.

All questions must be submitted at least 10 days before proposals are due. This is the most efficient way to ensure all questions are addressed in a timely manner.

Pre-Proposal Inquires shall be electronically sent to Pamela Waller, Contract Specialist, at the following email address:

Pamela.waller@navy.mil

L.4 DISPOSITION OF PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror, but shall be destroyed by the Contracting Officer. No certificate of destruction will be issued.

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JULY 2013)

(a) Definition. Data Universal Numbering System (DUNS) number, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<https://assist.dla.mil/online/start/>);

(2) Quick Search (<http://quicksearch.dla.mil/>);

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program 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 (JAN 2004)

(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 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 revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, 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 without discussions with offerors (except

clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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.

(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) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

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

(iv) A summary of the rationale for award.

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

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Combination Firm Fixed Price/Indefinite Delivery-Indefinite

Quantity contract resulting from this solicitation.

(End of provision)

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)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Naval Facilities Engineering Command
Mid-Atlantic, Acquisition
Building Z140, Suite 114
9324 Virginia Avenue
Norfolk, Virginia 23511

(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)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

Naval Facilities Engineering Command
Mid-Atlantic, Acquisition
Building Z140, Suite 114
9324 Virginia Avenue
Norfolk, Virginia 23511

(End of provision)

5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

(a) **PROPOSAL REQUIREMENTS.** The technical non-cost proposal and the price/cost proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

(b) **TECHNICAL PROPOSAL.** Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. As a minimum, the proposal must contain sufficient detail so that it may be evaluated in accordance with the **EVALUATION FACTORS** provision, Section M.

(1) **Technical Proposal Submittal Requirements:** Offerors shall submit an original and three (3) copies of the technical proposal, in separate three ring binders, that shall include the following:

- ... 8 ½ x 11 format
- ... 12 point Arial or Times New Roman font
- ... 75 page limit (inclusive of all charts, resumes, forms and other documentation responsive to the solicitation requirements), pages sequentially numbered.
- ... Include a cover page with Contract Number, Contract Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact and their phone and email address
- ... Include only information in response to Factors 1, 2, 3 and 4 separated by tabs as applicable
- ... A complete electronic copy of the technical proposal as a .pdf file on a CD-ROM (include with the “original” technical submission)

Price proposals are not part of the 75 page limitation. Pages exceeding the 75 single-sided page limitation shall not be considered during evaluation of the proposal.

No pricing shall be included in the technical proposal.

The technical proposal shall include submittals for each technical factor as specified below:

(1) **Factor 1, Technical Approach/Management:**

(i) **Solicitation Submittal Requirements:** The offeror shall submit a narrative response that clearly demonstrates its understanding of and approach to accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the Performance Work Statement. Each of the topics below must be included in the narrative and tabbed in the technical proposal and discussed separately.

a. **Phase-In Transition Plan.** Describe what you will do to “start-up” for performance of this contract. The phase-in transition period is 30 days as per F.2 of the RFP. Include a schedule of key events; personnel actions, identification of key personnel and their responsibilities.

b. **Workforce Management.**

(1) Describe the lines of management authority, supervision, span of control and accountability, including the relationship between overall management (corporate and on-site), administration, and subcontractors.

(2) Provide an Organizational chart of your proposed organization and a workforce project management plan.

(3) Demonstrate your ability to provide and maintain a qualified workforce.

c. **Quality Management.** Provide a two page summary of your “Quality Management System” i.e. the Quality Processes (Practices, Resources and Activities) and minimum controls that will be used to ensure full compliance with all performance objectives and standards as described in (0200000 – Management and Administration). Include the methodology to be implemented to accomplish the performance requirements and detail how the proposed approach will effectively achieve each performance objective and standard.

d. **Specialized Requirements:**

(1) Discuss your plan to ensure personnel have the necessary training and certification to accomplish the specialty work requirements specified in Annexes 1502000 and 1602000. Explain how you will ensure this training and certification is maintained current.

(2) Explain how your Preventative Maintenance (PM) program incorporates optimized approaches to maximize useful life of equipment while still being economical (i.e., not gold-plated).

(3) Explain how your Integrated Maintenance Program (IMP) program incorporates optimized approaches to maximize useful life and continued reliable plant and system operation. Specifically, describe approaches for maintenance of Recurring Work items under Spec Items 3 (i.e. 3.1, 3.1.1).

(4) Demonstrate your ability to provide timely response to electrical power outages and completion of all repairs to keep the electrical power generation plant and transmission and distribution system in a fully operational condition.

(2) **Factor 2, Corporate Experience:**

(i) **Solicitation Submittal Requirements:** Offerors shall submit the following information:

Submit a minimum of one (1) and a maximum of five (5) projects (as the prime contractor) that are similar in size, scope, and complexity to the solicitation.

Projects submitted for the Offeror shall be current or completed within the past five (5) years of the date of issuance of this RFP.

The attached Corporate Experience Form (Attachment C) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP as described above.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects shall be submitted for each Joint Venture partner. Offerors are still limited to a total of five (5) projects combined.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF33), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

The assessment of the Offeror’s relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. **The prime contractor**

will not be found acceptable on the basis of the subcontractor's experience only. As noted above, the offeror shall be the prime contractor on at least one (1) contract of similar size, scope, complexity, context and relevancy as the current requirement.

(3) **Factor 3, Safety:**

(i) Solicitation Submittal Requirements: The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR): For the **three** previous complete calendar years [2013, 2014, 2015], submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a **three** year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the **three** previous complete calendar years [2013, 2014, 2015], submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

(c) Past Performance

(1) **Factor 4, Past Performance:**

(i) Solicitation Submittal Requirements: Offerors shall clearly demonstrate a history of successful performance within the past five (5) years. The offeror shall be the prime contractor on a maximum of five (5) contracts (including current/on-going contracts) of similar size, scope, complexity, context and relevancy to the RFP. **The prime contractor will not be found acceptable on the basis of the subcontractor's past performance.**

IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor (insert applicable factor number, usually Factor 1, and insert factor title, usually Corporate Experience). AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Section J), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Pamela Waller, via email at pamela.waller@navy.mil prior to proposal closing date. Offerors shall

not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last (5) years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

A copy of the blank Past Performance Questionnaire to be used for requesting client references is included in Section J.

(d) PRICE.

(1) Solicitation Submittal Requirements: Offerors shall submit an original and one (1) copy of the price proposal, in separate three ring binders, that shall include the following:

- ... Signed Solicitation, Offer and Award Form (SF33), including Section B (CLINs 0001 through 0010), with all amendments acknowledged.
- ... Exhibits A through E (Attachment J-200000-08)
- ... Copy of Representations and Certifications and proof of registration in System of Award Management (SAM).
- ... Confirm submission of the most recent Vets 4212 Report.
- ... Provide name of financial institution, point of contract, telephone number and email address.
Provide a signed statement of release giving the reference permission to release the information to the Navy.
- ... In addition to providing a hard copy of the price proposals, offerors shall also provide one (1) non-rewritable CD with pricing information. Offerors are advised that in the event of a discrepancy between pricing information contained on the CD and the hard copy, the hard copy will govern.

The price proposal shall be submitted separately but at the same time as the technical proposal.

(1) Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)" in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

(End of clause)

5252.237-9302 SITE VISIT (JUL 1995)

The site will be available for visitation on Wednesday, October 19, 2016 at 09:00 a.m. at Portsmouth Naval Shipyard, Building 59.

Contact Ms. Jeannette Vincent at (207) 438-4619, jeannette.vincent@navy.mil to be added to the site visit list. An accompanying visitor's form shall be faxed to her attention at (207) 438-2916 and received no later than 3:00 p.m. Thursday, October 13, 2016. Alternate POC is Mr. Brad Beisswanger at (207) 438-4509, brad.beisswanger@navy.mil.

Visitors need to be a US Citizen. Proof of citizenship (passport or birth certificate) and a valid driver's license are required to enter Portsmouth Naval Shipyard. Allow extra time at the Pass Office.

VISITOR REQUEST SHEET

DATE: _____

TO: 1720.14

POINT OF CONTACT: (name) _____ CODE: _____ EXT: _____

PURPOSE OF VISIT: _____

DATE(S) OF VISIT: _____ TIME OF VISIT: _____

NAME(S) OF VISITOR(S) AND COMPANY REPRESENTING: _____

U.S. CITIZEN: YES NO

NAME OF ESCORT (if required): _____

BLDGISITE TO BE VISITED: _____

TRANSPORTATION TO BE UTILIZED: gov pov bus other: _____

SPECIAL REQLIIREMENTS

NAVSEA APPROVAL REQUIRED		YES	NO
CAMERA PASS REQUESTED	YES	NO	
ISSUE BADGES		YES	NO
IF SHIP VISIT, NOTIFY COMSUBLANT		YES	NO
SPECIAL PARKING REQUIREMENTS		YES	NO

REMARKS: _____

SUBMITTED BY: (printed) _____ CODE: _____ EXT: _____

(signature) _____

VISITOR CONTROL REVIEW/APPROVAL: _____ DATE: _____

SECURITY: APPROVAL DISAPPROVAL DATE: _____

REASON FOR DISAPPROVAL _____

Section M - Evaluation Factors for Award

BASIS FOR AWARD**M.1 Basis for Award**

- a. The Government will select the lowest-priced technical acceptable offer at a reasonable cost to the Government.

M.2 Evaluation Factors

- a. Technical Evaluation Factors 1 through 4 are listed below:

Factor 1 – Technical Approach/Management

Factor 2 – Corporate Experience

Factor 3 – Safety

Factor 4 – Past Performance

In order to permit efficient competition, the Navy will utilize the following methodology: Proposals will initially be screened for price and placed in order of price (lowest priced to highest price). The Navy will then evaluate the technical factors of the three (3) lowest priced proposals. The Navy will make award to the lowest priced technically acceptable proposal from among the three (3) lowest priced proposals. However, if no proposals are found to be technically acceptable within the first group of proposals, the Navy, at its sole discretion, reserves the right to increase the number of proposals it will review, until the Government identifies a technically acceptable proposal. Accordingly, under this methodology, the technical factors of some proposals may not be evaluated by the Navy. If discussions are deemed necessary by the Contracting Officer, all proposals will be evaluated (both technical and price) for the purpose of establishing a competitive range.

NOTE: Offerors MUST be evaluated as technically ACCEPTABLE under factors 1, 2, 3 and 4 in order to be considered technically acceptable overall.

- b. Technical proposals will be evaluated to ensure the offeror understands the requirements of the solicitation in accordance with the following descriptions of each evaluation factor.

Factor 1, Technical Approach/Management:

- (i) Solicitation Submittal Requirements: The offeror shall submit a narrative response that clearly demonstrates its understanding of and approach to accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the Performance Work Statement. Each of the topics below must be included in the narrative and tabbed in the technical proposal and discussed separately.
 - e. Phase-In Transition Plan. Describe what you will do to “start-up” for performance of this contract. The phase-in transition period is 30 days as per F.2 of the RFP. Include a schedule of key events; personnel actions, identification of key personnel and their responsibilities.
 - f. Workforce Management.
 - (1) Describe the lines of management authority, supervision, span of control and accountability, including the relationship between overall management (corporate and on-site), administration, and subcontractors.
 - (2) Provide an Organizational chart of your proposed organization and a workforce project management plan.
 - (3) Demonstrate your ability to provide and maintain a qualified workforce.

- g. Quality Management. Provide a two page summary of your “Quality Management System” i.e. the Quality Processes (Practices, Resources and Activities) and minimum controls that will be used to ensure full compliance with all performance objectives and standards as described in (0200000 – Management and Administration). Include the methodology to be implemented to accomplish the performance requirements and detail how the proposed approach will effectively achieve each performance objective and standard.
- h. Specialized Requirements:
 - (5) Discuss your plan to ensure personnel have the necessary training and certification to accomplish the specialty work requirements specified in Annexes 1502000 and 1602000. Explain how you will ensure this training and certification is maintained current.
 - (6) Explain how your Preventative Maintenance (PM) program incorporates optimized approaches to maximize useful life of equipment while still being economical (i.e., not gold-plated).
 - (7) Explain how your Integrated Maintenance Program (IMP) program incorporates optimized approaches to maximize useful life and continued reliable plant and system operation. Specifically, describe approaches for maintenance of Recurring Work items under Spec Items 3 (i.e. 3.1, 3.1.1).
 - (8) Demonstrate your ability to provide timely response to electrical power outages and completion of all repairs to keep the electrical power generation plant and transmission and distribution system in a fully operational condition.

(ii) Basis of Evaluation: The Technical Approach/Management factor shall be evaluated based upon the following criteria:

- a. The proposal demonstrates an acceptable understanding of the performance objectives and standards.
- b. The proposal provides a feasible technical approach with the capability to, at least, meet solicitation performance objectives and standards.
- c. The proposal offers a low to moderate performance risk to the Government.

Factor 2, Corporate Experience:

(i) Solicitation Submittal Requirements: Offerors shall submit the following information:

Submit a minimum of one (1) and a maximum of five (5) projects (as the prime contractor) that are similar in size, scope, and complexity to the solicitation.

Projects submitted for the Offeror shall be current or completed within the past five (5) years of the date of issuance of this RFP.

The attached Corporate Experience Form (Attachment C) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one (1) double-sided page (or two (2) single-sided pages).

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP as described above.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects shall be submitted for each Joint Venture partner. Offerors are still limited to a total of five (5) projects combined.

If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF33), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. **The prime contractor will not be found acceptable on the basis of the subcontractor's experience only. As noted above, the offeror shall be the prime contractor on at least one (1) contract of similar size, scope, complexity, context and relevancy as the current requirement.**

- (ii) Basis of Evaluation: The basis of evaluation will include the Offeror's demonstrated experience and depth of experience in performing relevant projects as defined in the solicitation submittal requirements. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review five projects. Any projects submitted in excess of the five (5) for Experience will not be considered.

Factor 3, Safety:

- (i) Solicitation Submittal Requirements: The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)
- (1) Experience Modification Rate (EMR): For the **three** previous complete calendar years [**2013, 2014, 2015**], submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a **three** year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.
 - (2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the **three** previous complete calendar years [**2013, 2014, 2015**], submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.
 - (3) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

(ii) Basis of Evaluation: The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related

databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(1) Experience Modification Rate (EMR): The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

Factor 4, Past Performance:

(i) See Solicitation Submittal Requirements Below:

IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor (insert applicable factor number, usually Factor 1, and insert factor title, usually Corporate Experience). AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Section J), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Pamela Waller, via email at pamela.waller@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last (5) years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members

(partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

A copy of the blank Past Performance Questionnaire to be used for requesting client references is included in Section J.

(ii) Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds

Price:

(1) Solicitation Submittal Requirements: Offerors shall submit an original and one copy of the price proposal in a separate three ring binder. Each price proposal shall contain Exhibits A through E and Section B (CLINs 0001 through 0010). Also included in the binders should be the signed SF33, amendments, and representations and certifications (SAM). Confirm submission of the most recent Vets 4212 Report and provide name of financial institution, point of contact, telephone number and email address. Provide a signed statement of release giving the reference permission to release the information to the Navy. The price proposal shall be submitted at the same time as the technical proposal. In addition to providing a hard copy of the price proposals, offerors shall also provide one (1) non-rewritable CD with pricing information. Offerors are advised that in the event of a discrepancy between pricing information contained on the CD and the hard copy, the hard copy will govern.

(2) Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

Proposals will be evaluated for completeness and reasonableness as follows:

- (1) Completeness. All pricing information required by the solicitation has been provided, all mathematic computations are correct and the pricing application understood, prices are on an “all or none” basis, and failure to submit a price on an item or a number of items may cause this factor and the entire offer to be determined unacceptable.
- (2) Reasonableness. Price analysis comparisons indicate the offered price to be fair and reasonable, balanced across option years, and balanced between fixed-price and IDIQ items.

Unreasonable, unbalanced or incomplete pricing may cause a proposal to be determined unacceptable.

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52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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).

(End of provision)