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2.1	Definitions and Acronyms	See Annex 1503030.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0730-1600, five days per week, Monday through Friday, except observed Federal holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitate otherwise. Any other work outside Government regular working hours requires prior Contracting Officer's approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday; when the holiday falls on a Saturday, the preceding Friday is observed as a holiday.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours to the KO for approval at least seven calendar days prior to requested day. Excludes work to be performed during specified hours.
2.2.1.3	Work Schedule Changes	Upon Government notification (TV, radio, telephone, verbal, etc.) that the base is not on a regular work schedule, the Contractor shall contact the COR and find out the replacement time for performing the missed services.
2.2.2	Wage Determinations	Wage determination is included in J-0200000-01.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings.
2.3.2	Partnering	Not used.
2.3.3	Licensing, Certification, Training, and Permits	The contractor shall have all licenses, certifications and permits required by state and Federal laws and regulations to accomplish the services described in the contract. All Contractor personnel who apply pesticides shall be certified by the North Carolina in the categories required to perform the work specified in this contract. All work performed shall be in accordance with Federal, state, and local laws, and installation regulations. Proof of certification shall be provided to the KO 15 days prior to the start of work.

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		The contractor shall obtain any permit required by federal, state, or local laws/regulations to perform the work in this contract. Provide evidence of such permits and licenses to the KO at least 5 days prior to the start of work and at other times as requested by the KO.
2.3.4	Insurance	Within 15 calendar days after award of this contract, the Contractor shall furnish 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.
2.3.4.1	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.
2.3.4.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage: Comprehensive General Liability: \$500,000 per occurrence Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers Other as required by State Law
2.3.5	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.
2.3.6	Instructions, Directives, and References	Applicable Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and references are listed in J-0200000-02.
2.3.7	Invoicing Procedures	Invoicing procedures are identified in Section G.
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, and equipment for use in connection with this contract. The Contractor shall maintain a complete inventory of all supplies, materials, parts, and equipment available for their use and submit a semi-annual report to the COR.

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2.4.1	Availability of 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 activity 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
2.4.1.1	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, or his representative, in accordance with local procedures.
2.4.2	Government-Furnished Materials (GFM)	A type of government property that is made available by the Government and accepted by the Contractor where this property is consumed or expended during the performance of the contract. Component parts or a higher assembly, or items that lose their individual identity through incorporation into an end-item are materials. Equipment, special tooling, and special test equipment not considered materials.
2.4.3	Government-Furnished Equipment (GFE)	The Contractor shall provide all preventative and corrective maintenance for all assigned Government-Furnished Equipment (GFE). The Government will be responsible for all licensing and insurance for all Government Furnished Equipment (GFE) and vehicles. There will be no personal use of GFE and vehicles. GFE and vehicles shall be used only for the contract support and within the perimeter boundaries of Marine Corps Base Camp Lejeune (MCBCL).
2.4.4	Government-Furnished Facilities (GFF)	The Contractor shall maintain all shops, material storage, buildings, structures, and all other areas furnished for the performance of this contract in a clean, neat, order and sanitary condition. The Contractor shall provide all housekeeping. Prior to erecting new or temporary facilities or making alterations to Government furnished facilities, the Contractor shall obtain written approval from the Contracting Officer. The Contractor shall be responsible for the physical security of the Government Furnished Facilities and installed equipment in accordance with Marine Corps Order (MCO) P5530.14 and BO P3440.6D. The Contractor shall secure all Government Furnished Property when not occupied by Contractor personnel.
2.5	Contractor-Furnished Items	Except for items listed in paragraphs 2.4.2 and 2.4.3, the Contractor shall provide all equipment, materials, and services to perform the requirements of this contract. This contract may require that the Contractor secure the services of an elevator factory representative to make critical adjustments and repairs to the equipment that is outside the Contractors expertise. The Contractor shall provide new or factory reconditioned parts and components when providing maintenance and repair services as described herein. All replacement units, parts, components and materials to be used in the

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		<p>this contract shall be furnished, maintained and operated by the Contractor. Maintenance and repair of equipment shall be compatible with that existing equipment on which it is to be used; shall be of equal or better quality as original equipment specifications; and used in accordance with original design and manufacturer 's intent. Items not listed in technical specifications shall be of an acceptable quality of parts for current production, parts supplied under this contract shall equal or exceed the updated quality. The Contractor shall retain the parts replaced for at least ten days after completion of the job and make these parts readily available for inspection by the Government Representative upon request. When disputes arise concerning material, equipment, and components selected for work items already accomplished, the Contractor shall, at no cost to the Government, remove, replace, and/or rework material, equipment and components so that compliance with the Government's requirements are satisfied. The resolution of formal disputes is addressed in the "DISPUTES" clause.</p> <p>The Contractor is responsible, at his/her expense, to secure and maintain the necessary office equipment and other facilities required for the performance of this contract.</p> <p>Within fifteen (15) days after award, the Contractor shall provide a toll-free telephone number to the Government for system status and service. The Contractor shall provide an employee to man a telephone 24 hours a day, seven days a week, to record service call requests and report the call to the contractor for action. A recording/answering machine will not be considered acceptable for this requirement. The contractor shall be required to provide a beeper and a mobile phone manned 100% of the time during regular working hours to the contractor's superintendent and/or quality control person.</p> <p>The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.</p> <p>The Contractor shall make arrangements to obtain all utilities at his expense.</p> <p>Items of equipment necessary to perform work as required or ordered under If the quality of an item is not specified, it shall be of an acceptable industrial grade and quality.</p>
2.5.1	Equipment Specifications	<p>A tub grinder with a tub width of no less than 11'11". This is measured at the base of the flared funnel and is the diameter of the tub. The horsepower rating can be no less than 1000 horsepower. The contractor must have a backup tub grinder of similar capacity in case of equipment breakdown which shall be operational within three days.</p> <p>An excavator rated at 20 metric tons with a hydraulic thumb.</p> <p>A bulldozer rated at no less than 80 horsepower.</p>
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2.6.1	Work Reception,	Task orders shall be issued to the contractor in accordance with the clause

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	Response, Scheduling and Reporting	<p>52.216-18 Ordering. Task orders shall be completed by the date specified on the task order.</p> <p>The Contractor shall schedule and complete all work during regular working hours. The Contractor may be required, when approved by the Contracting Officer, to work outside of regular working hours when scheduled work is delayed. The Contractor may also be required to adjust his schedule due to Government functions. The Contracting Officer will attempt to give the Contractor 24 hours notice of any Government required changes in the Contractor's submitted schedule.</p> <p>The report shall, as a minimum, describe the exact location(s) where services were performed, the number and types of personnel performing the work, the type of service and quantity of work completed, QC comments, and any other pertinent information.</p>
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 Reports shall be provided when requested by the KO. A written status report 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	Documentation and Reports	The contractor shall document all services performed by completing and submitting a service record form, including the location, date, and quantity, to the PAR before the monthly invoice is submitted. The contractor shall maintain a copy of each record submitted in his/her files for a period of not less than two years.
2.6.5	Records and Reports	The Contractor shall maintain copies of all work schedules, and maintain current status information on completed/uncompleted services.
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:
2.6.6.1	Contractor Quality Control/Assessment	The contractor shall document all services performed by completing and submitting a service record form, including the location, date, and quantity, to

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	Reports	the KO with the monthly invoice for the quality control events performed and process adjustments made. The contractor shall maintain a copy of each record submitted in his/her files for a period of not less than two years. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.
2.6.6.2	Quality Control Plan (QCP)	Within 15 calendar days after award of the contract, the Contractor shall submit to the KO a QCP. The QCP shall describe the QMS methodology and approaches used under this contract. Within seven calendar days of any change during period of performance, submit to the KO a revised QCP for acceptance.
2.6.6.3	QC Inspection	The Contractor shall establish and maintain an inspection 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 maintain a file of all scheduled and performed QC inspections, inspection results, and dates and details of corrective and preventive actions. The file shall be the property of the Government and made available during the Government's regular working hours. The QC Inspection File shall be turned over to the KO within five calendar days of completion/termination of the contract.
2.6.7	Environmental Management System (EMS)	<p>The Contractor shall perform work under this contract consistent with the following EMS goals and policy.</p> <p>Goals:</p> <p>Reduce purchase and use of toxic and hazardous materials;</p> <p>Expand purchase of green products and services; increase recycling;</p> <p>Reduce energy and water use; increase use of alternative fuels and renewable energy;</p> <p>Integrate green building concepts in major renovations and new construction;</p> <p>Prevent pollution at the source; and continual improvement Policy:</p> <p>Protect public health and the environment by being an environmentally responsible member of the community;</p> <p>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;</p> <p>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 training activities;</p> <p>Prevent or minimize pollution at its source as we seek out ways to eliminate</p>

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		<p>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 preventive actions. In the case of a noncompliance, the Contractor shall assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. In the case of a nonconformance, the Contractor shall respond and take corrective action based on the time schedule established by the KO. 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>
2.6.8	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.</p> <p>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 www.epa.gov/cpg/products). 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 to the KO, 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 shall be accepted by the KO before it is used.</p>

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2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	Within 15 calendar days after award of the contract, for other than qualification requirements required to be submitted with the offer, the Contractor shall submit to the KO a List of Key Personnel and their qualifications and any additional information requested by the KO to certify their qualifications. The key personnel shall be revised as applicable for the contract.
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 and environmental requirements associated with the work they perform. Competent personnel shall be provided as required. 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 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.
2.7.2.2	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.3	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.
2.7.2.4	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished.
2.7.2.5	Photo Identification	Valid state or federal issued picture identification card. Acceptable documentation includes a state drivers license, DMV issued photo identification, or alien registration card.
2.7.2.6	Proof of Citizenship or Legal Alien Status	Acceptable documents include birth certificate, Social Security Card, Immigration and Naturalization Service (INS) forms and passports.
2.7.2.7	Proof of Criminal Records Check	Proof of a criminal records check from the county or state where the employee has resided for the previous two years (or length of legal residence for foreign nationals in the U.S. for less than two years). Criminal background record checks must be from a credible source. Acceptable sources for criminal records checks include the County Courthouse, Infolink Screening Services, Inc. (www.infolinkscreening.com), IntegraScan Criminal Records Checks (www.integrascan.com), Intelius Employee Screening (www.Intelius.com), and Castle Branch (www.castlebranch.com). Subsequent to the initial criminal background records checks, local criminal record

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		checks shall be conducted annually prior to renewal of badges for reevaluation.
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 and provide upon request a current Employee List. The list shall include employee's name, social security number.
2.8.1.1	Proof of Employment	Contract letter provided by Contracting Officer indicating contract, contract period and prime contractor. Proof of employment on a valid Government contract (e.g., a letter on company letterhead from the prime contractor including contract number and term).
2.8.2	Contractor and Sub-Contractor Vehicle Requirements	<p>Each vehicle to be used in contract performance shall display the Contractor's or subcontractor's name so that it is clearly visible and shall always display a valid state license plate and safety inspection sticker (if applicable). To obtain a vehicle decal, which will be valid for one year or contract period, whichever is shorter, Contractor or subcontractor vehicle operators shall provide to the Vehicle Registration Office, 60 Molly Pitcher Road for vehicle decal (910-451-1158):</p> <ol style="list-style-type: none">1. An installation sponsor request forwarded to Provost Marshall's office.2. A valid form of Federal or state government I.D.;3. If driving a motor vehicle, a valid driver's license, vehicle registration and proof of insurance. <p>Upon completion/termination of this contract or an individual's employment, the Contractor shall collect and turn in to Vehicle Registration all Government vehicle decals. If any are not collected, the Contractor shall notify the Vehicle Registration Office within 24 hours.</p>
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Government will issue badges without charge. The Contractor employees must be able to obtain 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.
2.8.3.1	Display and Disposition of Badges	Contractor employees shall prominently display their badges on their person at all times. Upon completion or termination of a contract or an individual's employment, the Contractor shall collect and turn in to the Pass and ID Office all badges. During the contract performance period, contractors will immediately report instances of lost or stolen badges to the issuing Pass and

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		Identification Office.
2.8.4	Access to Buildings	
2.8.4.1	Business Access Security Requirements	<p>Contractor/subcontractor employees requiring installation access to MCB, Camp Lejeune or MCAS New River, NC, must obtain a Business Access Identification Badge for that particular installation. Regularly scheduled delivery personnel, to include FEDEX, UPS, Pick-up and deliveries, should also follow the Business Access guidelines described below. Badges are not required if the contracted position requires the employee to obtain a Common Access Card (CAC). Contractor shall accomplish the security requirements below within 10 days after award or prior to performance under the contract. In order to obtain a Business Access Identification Badge and access to MCB, Camp Lejeune, and satellite activities, or MCAS New River, all personnel providing services under this contract shall be required to present the documentation to the following offices, as applicable:</p> <p>MCB, Camp Lejeune, NC and its satellite activities. Report as follows:</p> <ol style="list-style-type: none"> 1. Identification Card Center, 59 Molly Pitcher Road for badge (910-451-2727). 2. S-4 (Facilities Office), Bldg AS-211 (1st Deck) for registration on contractor's list (910-449-6310). 3. Pass and Identification Office, Bldg AS-211 (1st Deck) for badge and vehicle decal (910-449-5427/5428).
2.8.4.2	Denial of Access	<p>Installation access shall be denied if it is determined that an employee:</p> <ol style="list-style-type: none"> 1. Is on the National Terrorist Watch List. 2. Is illegally present in the United States. 3. Is subject to an outstanding warrant, a Registered Sexual Offender, or has any felony conviction in the past two years. 4. Has knowingly submitted an employment questionnaire with false or fraudulent information. 5. Has been issued a debarment order and is currently banned from military installations.
2.8.4.3	Appeal Process	All appeals should be directed to the Base Inspector's Office for any individual that has been denied access to the Base.
2.8.5	Security Checks	Contractor personnel and vehicles shall only be present in locations relevant to contract performance. All Contractor personnel entering the base shall conform to all Government regulations and are subject to such checks as may be deemed necessary to ensure that violations do not occur. Employees shall not be permitted on base when such a check reveals their presence would be detrimental to the security of the base. Subject to security regulations, the

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		Government will allow access to an area for servicing equipment and/or performing required services. Upon request, the Contractor shall submit to the Contracting Officer questionnaires and other forms as may be required for security purposes.
2.9	Contractor Safety Program	<p>The Contractor shall develop, implement, and control a safety program while delivering services to the Government. Contractor's safety practices 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. To assure congruency of safety practices and standards, Contractor will prepare an accident prevention plan that shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</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 shall notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor, 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, in accordance with FAR Clause 52.242-15, 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 order issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p>
2.9.1	Accident Prevention Plan (APP)	<p>To ensure that the Contractor has a well organized and thorough Safety Program, the Contractor shall prepare an Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site. The APP shall follow the format and cover all topics as delineated in Appendix A of EM-385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Situation Specific Safety Plans that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.</p> <p>The Contractor shall submit an APP to the KO within 15 days following award for acceptance. The Contractor shall review, update, and submit the revised APP to the KO annually and within 15 calendar days whenever a change in work conditions, hazards, or activities occur.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>AHAs shall follow format of Figure 1-1 of EM-385-1-1 and shall explain the following as detailed in the EM-385-1-1:</p> <p style="padding-left: 40px;">The steps of the service process; Identify potential hazards that exist as a result of the Contractor's service process within the environment;</p>

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		<ul style="list-style-type: none">• 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	Hazard Specific Safety Plans	The Contractor shall develop and implement hazard specific safety plans, as listed below, as necessary for the situation or types of work to be performed under this contract. These Hazard Specific Safety Plans shall be submitted with the APP and shall be updated as situations change. Additional hazard specific safety plans developed as applicable when new types of work are required under this contract.
2.9.3.1	Fire Prevention	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. Contractor employees operating critical equipment shall be trained to properly respond during a fire. Spark arrestors on equipment will be used near fuel and ammunition storage. See Sections 6 and 9 of EM 385-1-1, NFPA10, NFPA 241, NFPA 51B, NFPA 70, NFPA 70E, and NARA 29 CFR 1926.500.
2.9.3.2	Health and Safety Plan	The Contractor shall develop and submit a health and safety plan that describes items such as personal protective equipment, emergency equipment, emergency response equipment, personnel training, field and laboratory sample management, and sample transportation and handling prior to the commencement of work.
2.9.3.3	Safety Regulations	The Contractor shall obey and conform to all State and Federal OSHA and Base Safety Regulations, to include working at heights as defined by OSHA. Base Safety Regulations may be obtained from the Base Safety Officer at Building 58. The Contractor shall maintain accurate records and report to the Contract Administrator within sixteen (16) working hours after occurrence, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage of property, materials, supplies, and/or equipment incidental to contract performance. The Contract Administrator will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall immediately correct the condition after receipt of such notice. If the Contractor fails or refuses to comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claims

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		for extension of time or for excess costs or damages to the Contractor. The Contractor shall confer with the Base Safety Officer to coordinate and implement applicable safety rules and regulations prior to commencement of contract work. The Government shall maintain the right to inspect for safety conditions and safe working practices, periodically or as considered necessary by the Contracting Officer or safety personnel.
2.9.4	Safety Requirements	<p>The Contractor shall develop and maintain a safety program in compliance with the following:</p> <ol style="list-style-type: none"> 1. Public Law 91-596 Occupational Safety and Health Act 2. MCO 5100.29A, Marine Corps Safety Program 3. OPNAV P-5100, Navy Safety Manual. 4. U.S. Army Corps of Engineers Safety and Health 5. Requirements Manual EM 385-1-1 6. Occupational Safety and Health Administration (OSHA) Standards 7. 29 CFR 1910, General Industry Standards 8. NAVSTA 5100.4D, Safety and Occupational Health Manual 9. Specific safety precautions must be taken while performing services in areas with exposure to fuel or ammunition or on school grounds. 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 upon request by the KO. Forty five calendar days after contract award, the Contractor shall provide two copies of the Contractor's Accident Prevention Plan to the Contracting Officer. The Contractor shall participate in pre-performance conference to review Contractor's submitted Accident Prevention Plan with the KO. Within 15 calendar days of written notification, Contractor shall update the Contractor's Accident Prevention Plan with KO's comments adopted and re-submit to the KO with same number of copies.
2.9.4.1	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 107-2004 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 107-2004 Class I compliant apparel.
2.9.5	Accident and Damage	Prior to commencing work, the Contractor shall meet in conference with the

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	Reporting	<p>Contracting Officer to discuss and develop mutual understandings relative to administration of the Safety Program.</p> <p>The Contractor’s workspace may be inspected periodically for OSHA and Navy violations. Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the Contracting Officer. The Contractor shall provide assistance to the Safety Office escort and the federal or state OSHA inspector if a complaint is filed. Any fines levied on the Contractor by federal or state OSHA offices due to safety/health violations shall be paid promptly, by the contractor.</p> <p>Only emergency medical care is available in Government facilities to Contractor employees who suffer on-the-job injury or disease. Care will be rendered at the rates in effect at the time of treatment. The Contractor shall make reimbursement to the Naval Regional Medical Center Collection Agent upon receipt of statement.</p> <p>The Contractor shall report all accidents, mishaps, and near misses to the KO in a timely manner, as described below:</p> <p>An initial report shall be developed by the Contractor and provided to the KO, immediately after an accident, or near miss, has occurred. The Contractor may not have all the facts and information regarding the actual incident or near miss at the time of the initial report; however it is the Government’s desire to receive notification of all mishap situations as early as possible.</p> <p>The Contractor shall complete a Contractor Significant Incident Report (CSIR), Attachment J-0200000-03 and provide a copy to the KO by close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning. Follow-on reports shall be required daily until the contractor can send a final, conclusive report of the nature, cause, and outcome of the accident.</p> <p>The Contractor shall provide a final report of the accident to the KO within 24 hours after completing the investigation of the accident.</p> <p>The Contractor shall submit to the Contracting Officer a full report of damage to Government property and/or equipment by contractor employees. All damage reports shall be submitted to the Contracting Officer within 24 hours of the occurrence.</p>
2.9.6	Fire Protection	<p>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. Contractor employees operating critical equipment shall be trained to properly respond during a fire. Spark arrestors on equipment will be used near fuel and ammunition storage.</p>
2.9.7	Safety Inspections and Monitoring	<p>The Contractor shall be responsible for regularly inspecting its work areas, job sites, and work crews to ensure that all Contractor operations are being conducted safely.</p>

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		<p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance by conducting Performance Assessment on the quality and effectiveness of the Contractor's safety program.</p> <p>The Contractor shall obey and conform to all State and Federal OSHA and Base Safety Regulations, to include working at heights as defined by OSHA. Base Safety Regulations may be obtained from the Base Safety Officer at Building 58. The Contractor shall maintain accurate records and report to the Contract Administrator within sixteen (16) working hours after occurrence, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage of property, materials, supplies, and/or equipment incidental to contract performance. The Contract Administrator will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken.</p> <p>The Contractor shall immediately correct the condition after receipt of such notice. If the Contractor fails or refuses to comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claims for extension of time or for excess costs or damages to the Contractor. The Contractor shall confer with the Base Safety Officer to coordinate and implement applicable safety rules and regulations prior to commencement of contract work. The Government shall maintain the right to inspect for safety conditions and safe working practices, periodically or as considered necessary by the Contracting Officer or safety personnel.</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 shall notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor, 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, in accordance with FAR Clause 52.242-15, 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 order issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety personnel.</p>
2.10	Environmental Protection	<p>The Contractor shall comply with all applicable federal, state, and local laws, and with the regulations and standards listed in. 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 Activity Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse</p>

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		the Government for the amount of that fine and other costs. 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.
2.10.1	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 or otherwise stated herein, at no cost to the Government.
2.11	Disaster Preparedness & Destructive Weather	The Contractor shall comply with the activity's Destructive Weather Order, BO P3440.6E.
2.12	Energy Management	The Contractor shall comply with the activity's energy conservation program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.13	Technical Library	Libraries include facility drawings, operation & maintenance manuals, warranties, Government publications, record drawings and other appropriate material. Existing technical library contents will be maintained by the Government.
2.14	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO all defects in workmanship, material, parts, or improper installation found by the Contractor to be 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.
2.15	Notification to the Government for Work Above the FFP Limitations	The Contractor is fully responsible for work up to the firm-fixed price limits. When work is expected to exceed the FFP 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 IDIQ portion of the contract.
2.16	FFP Exhibit Line Item Numbers (ELINs)	Not used.
2.17	IDIQ Work	IDIQ work is identified in each applicable annex or sub-annex. The Contractor shall perform all IDIQ task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. IDIQ 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 Schedule of Indefinite Delivery Indefinite Quantity Work (Bid Schedule) in Section B on an as needed basis.
2.17.1	Unit Priced Task Work (Non-Negotiated)	A Unit Priced Task (UPT) is defined as an IDIQ work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented or owned) required for the

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		accomplishment of a UPT shall be included within the respective exhibit line item prices. The FFP 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.
2.17.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform IDIQ 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 under NAVFAC contract. The Contractor is required to report all IDIQ quantities ordered via EMALL monthly to the KO.
2.17.1.2	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 submit one Consolidated IDIQ Invoice for IDIQ work completed during the preceding month. The Contractor shall possess the capability to invoice and receive payment for IDIQ work via an electronic medium with supported commands utilizing their GPC. No partial or advance payments are provided.
2.17.2	Unit Priced Labor Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. Unit Priced Labor (UPL) work is defined as IDIQ work that utilizes negotiated labor hours and materials to accomplish a task not required by the fixed-price portion of the contract. UPL includes separately priced labor, materials, 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.
2.17.2.1	IDIQ Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit an IDIQ Proposal to the KO within two working days 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 hours set forth to perform each task and 3) The projected quantity and costs of materials to perform the required scope of work.
2.17.2.2	Issuance of Final Task Order	The Contracting Officer 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.
2.17.3	IDIQ ELINS	IDIQ ELINs are provided in J-0200000-04.