

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 188		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER N40085-15-R-0004		6. SOLICITATION ISSUE DATE 11-Dec-2014	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SIDNIA E. FINKE			b. TELEPHONE NUMBER (No Collect Calls) 757-341-1673		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 12 Jan 2015	
9. ISSUED BY NAVFAC MID ATLANTIC HAMPTON ROADS IPT 9742 MARYLAND AVENUE NORFOLK VA 23511-3095 TEL: FAX:		CODE N40085	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7.5 M NAICS: 811310			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE	18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

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

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	BASE YEAR - INDEFINITE QUANTITY FFP PRICE TO PERFORM WORK INCLUDING LABOR, MATERIALS, EQUIPMENT, TRANSPORATION, AND SUPERVISION IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT ANNEXES AND ATTACHMENTS. FOB: Destination	1			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	1ST OPTION YEAR - INDEFINITE QUANTITY FFP PRICE TO PERFORM WORK INCLUDING LABOR, MATERIALS, EQUIPMENT, TRANSPORATION, AND SUPERVISION IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT ANNEXES AND ATTACHMENTS. FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	2ND OPTION YEAR - INDEFINITE QUANTITY FFP PRICE TO PERFORM WORK INCLUDING LABOR, MATERIALS, EQUIPMENT, TRANSPORATION, AND SUPERVISION IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT ANNEXES AND ATTACHMENTS. FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	3RD OPTION YEAR - INDEFINITE QUANTITY FFP PRICE TO PERFORM WORK INCLUDING LABOR, MATERIALS, EQUIPMENT, TRANSPORATION, AND SUPERVISION IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT ANNEXES AND ATTACHMENTS. FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	4TH OPTION YEAR - INDEFINITE QUANTITY FFP PRICE TO PERFORM WORK INCLUDING LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, AND SUPERVISION IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT ANNEXES AND ATTACHMENTS. FOB: Destination	UNDEFINED			

MAX
NET AMT

SECTION A

COMMANDER, NAVFAC MID-ATLANTIC
 NAVAL FACILITIES ENGINEERING COMMAND (NAVFAC)
 HAMPTON ROADS INTEGRATED PRODUCT TEAM (IPT) ACQUISITIONS OFFICE
 9742 MARYLAND AVE
 BLDG Z-140, ROOM 225
 NAVAL STATION NORFOLK
 NORFOLK, VA 23500

NAVFAC RFP NUMBER N40085-15-R-0004
 Inspection, Maintenance and Certification of Recovery Material Bulk Containers (RMBC)
 Norfolk Naval Shipyard (NNSY), Portsmouth, Virginia

NOTICE: PROPOSAL DUE BY 2:00 P.M. (EST) ON JANUARY 12, 2015.

Proposal is to be submitted to office listed below:
 Naval Facilities Engineering Command (NAVFAC)
 Hampton Roads IPT Acquisitions Office
 Bldg. Z-140, Room 225
 974 Maryland Ave
 Naval Station
 Norfolk, VA 235111-3095

All inquiries any phase of the specifications shall be made, in writing, to the Commander, NAVFAC Mid-Atlantic, Naval Facilities Engineering Command (NAVFAC), Hampton Roads IPT Acquisitions Office,

9742 Maryland Ave, Bldg. Z-140, Rm 225, Naval Station, Norfolk, VA 23511-3095, Attn: Sidnia Finke,
via email at Sidnia.finke@navy.mil.

SECTION B**CONTRACT INFORMATION/SOLICITATION INFORMATION****B.1 CONTRACT TITLE:**

Inspection, Maintenance and Certification of Recovery Material Bulk Containers (RMBC), Norfolk Naval Shipyard, NNSY, Portsmouth, Virginia

B.2 TYPE OF CONTRACT:

This is an Indefinite Quantity Service type contract.

B.3 MINIMUM GUARANTEE:

The minimum guarantee only applies to the base period. This guarantee amount may be paid at any time during the performance of the contract. Refer to H, Special Contract requirements, 5252.216-9312 MINIMUM AND MAXIMUM QUANTITIES.

B.4 COMPETITION REQUIREMENTS/SET-ASIDE:

This requirement is being procured as UNRESTRICTED. This is a full and open petition with no set-asides.

B.5 NAICS CODE:

The North American Industry Classification Code Standard (NAICS) for this procurement is 811310, Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance, having an annual size standard of \$7.5 Million. Refer to Section K, Representations, Certifications and Other Statements of Offerors

B.6 WAGE DETERMINATION (SERVICE):

The Service Contract Act is included in this solicitation. Refer to Section J, Attachments 0200000-02, Wage Determination.

B.7 BID GUARANTEE/BONDING REQUIREMENTS:

A bid guarantee and bonding requirements are not required.

B.8 CONTRACT TERM:

This contract contains provisions for a Base Period with four (4) Option Periods (12 months each). 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. In the option periods, the Government will adjust the prices, as required, based on new Department of Labor Wage Determinations.

B.9 PERIOD OF PERFORMANCE:

The period of performance will be determined at time of award.

B.10 EVALUATION OF PROPOSALS

Offerors shall submit a total lump sum price for Section B:

CLIN 0001 (Base Year)

CLIN 0002 (Option Year 1)

CLIN 0003 (Option Year 2)

CLIN 0004 (Option Year 3)

CLIN 0005 (Option Year 4)

These CLINS include Exhibits A through E; located in Section J.

B.11 CONTRACT LINE ITEMS AND CONTRACT SUBLINE ITEMS

a. Offerors shall enter unit prices and amounts for contract line items, contract subline items and exhibit line items as indicated in the schedules and any 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 contract line item, contract subline item or exhibit line items will be recomputed accordingly. The contract line item which includes recomputed contract subline items or exhibit line items will also be recomputed to take into account the change in the contract subline item or exhibit line items. If the bidder provides a total amount for a contract line item, contract subline item or and exhibit line item but fails to enter the unit price, the total amount divided by the contract line item, contract subline item or exhibit line items quantity will be held to be the intended unit price.

c. The schedule of indefinite quantity work (CLIN 0001, 0002, 0003, 0004, 0005), and any accompanying exhibits will be used as the basis of deductions in accordance with the CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E.

B.12 INDEFINITE QUANTITY 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.13 UNIT PRICE ADJUSTMENTS IN OPTION PERIODS

This contract incorporates the Service Contract Act (SCA). The SCA Determinations incorporated in Section J are 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 offer that the offered price does not include any contingency for future wage increases.

B.14 BIDDING UNIT PRICES FOR LABOR

A portion of the work included in the scope of this contract cannot be identified in advance in sufficient detail to be included in the Firm Fixed Price portion or as a Unit Price Task in the Indefinite Quantity portion of the contract. Labor for this work will be ordered under the "SPECIFIC MAINTENANCE AND

REPAIR WORK" clause in Section C and paid for based on unit prices for labor bid by the Contractor listed in the Schedule of Indefinite Quantity work, Line Item A711-A712.

Estimated hours in the schedule are a forecast of future requirements. These estimated hours are for performing "Specific Maintenance and Repair Work" accomplished in the time period shown.

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 offerors 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 one year in accordance with the "Performance Period of Contract" clause in Section F. In the event that the period of performance is less than one year, 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" or
- 2) 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

This procurement allows for the use of DoD E-Mall for issuing orders.

B.18 NOTICE TO OFFERORS

Offerors are required to submit both Section B, Bid Schedule, and Section J, Exhibit Line Items (ELINs) with their bid. The total of the CLIN is equal to the sum of the ELINs as shown below:

CLINs	ELINs
0001	A700-A713
0002	B700-B713
0003	C700-C713
0004	D700-D713
0005	E700-E713

Sample:

Item No.	Supplies/Services	Quantity	Unit	Unit	Unit Prices
CLIN 0001	IQ WORK	(See ** Note 1)			

Note 1: Total price for CLIN 0001 represents the total amount for Exhibit Line Item (ELIN) A700 through A713 located in Section J.

B.19 SOLICITATION ANNEXES

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

B.20 PROPOSAL DELIVERY

NOTICE TO ALL OFFERORS

Due to increased security at all military installations, Offerors who do not currently have a valid Contractor's ID and Vehicle Decal issued by the Department of Defense (DoD), must allow sufficient time to obtain a one-day pass to permit entry into the base. In accordance with Naval Station security regulations, all prospective visitors and contractor personnel are hereby notified that in order to obtain a one-day visitor's pass, the person must present their driver's license and vehicle registration and/or rental car contract.

Contractor personnel planning to submit their proposal in person, who do not have a valid Contractor's ID and a DoD decal on their vehicle, must submit a written request, fax a memorandum/letter or send an email, requesting a one-day pass to access the Naval Station. The written request shall include the company's name, complete address, point of contact, phone number, fax number, e-mail address and the full legal name of each representative. The request shall be sent to:

Sidnia Finke, Contract Specialist, via fax to (757) 445-1646, or e-mail information to Sidnia.finke@navy.mil four (4) business days prior to the proposal due date.

Personnel and vehicle one-day passes may be obtained at the Norfolk Naval Station Pass Office located on 9040 Hampton Boulevard, Norfolk, VA across from Gate #5.

It is imperative that all potential offerors adhere to this notice in order to avoid delay in submitting your proposal.

Also be advised by this notice that the level of security at the Norfolk Naval Station may change at any time. As the level of security heightens, the amount of time required to gain access to the Naval Station also increases.

B. 21 SUBMITTING YOUR PROPOSAL

For **Federal Express (FedEx) and United Postal Service (UPS)** may be sent to:
 ATTN: Sidnia Finke, Z-140, Room 225
 NAVFAC Mid-Atlantic
 9324 Virginia Avenue
 Norfolk, VA 23511

Naval Facilities Engineering Command, Mid-Atlantic's official **United States Postal Service (USPS)** mailing address is:

ATTN: Sidnia Finke, Z-140, Room 225
COMMANDING OFFICER
NAVFAC MIDLANT
9742 Maryland Ave
Norfolk, VA 23511

Hand-carried proposals will be received at:
NAVFAC MIDLANT
Hampton Roads IPT Acquisition Office
Building Z-140, Room 225, 9324 Virginia Ave
Norfolk, VA 23511-3095

B.22 REQUEST FOR PROPOSALS (RFP) INFORMATION/CLARIFICATION QUESTIONS

The offeror is required to review the entire solicitation package before submitting questions. Submit all questions via one document via e-mail to Sidnia.finke@navy.mil at least ten (10) days before proposals are due. This is the most efficient way to ensure all questions are addressed in a timely manner.

B.23 RAPIDGates/NAVY COMMERCIAL ACCESS CONTROL SYSTEM (NCACS)

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) of 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 <https://eform.rapidgate.com> or by calling (877) 727-4342.

Refer to Annex 0200000 – Management and Administration, subsection 2.8.8.3 Passes and Badges and 2.8.4.1 NCACS Program.

SECTION C

. C.1 SOLICITATION ANNEX 1, 2 & 15

This is a performance-based contract which incorporates performance-based specification by reference as if they were fully set forth herein.

Please see the following incorporated sections below:

- Annex 1, General Information
- Annex 2, Management and Administration
- Annex 15, Facility Support
 - Subannex 1502000, Facility Investment

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 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 of \$3,000.00 or less 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 prepriced 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.

0100000 – General Information	
Table of Contents	
Spec Item	Title
1	General Information
1.1	Outline of Services
1.2	Project Location
1.3	Acquisition of Additional Work
1.4	Background Information
1.4.1	Profile of Norfolk Naval Shipyard, Portsmouth VA.
1.5	Verification of Workload and Conditions
1.5	Related Information
1.6	Navy Approach to Service Contracting
1.6.1	Partnering Philosophy
1.6.2	Contractor's Knowledge
1.6.3	Industry Best Practices
1.7	Standard Template

0100000 – General Information	
Table of Contents	
Spec Item	Title
1.8	Navy PBSC Approach
1.9	Technical Proposal Certification

0100000 – General Information		
Spec Item	Title	Description
1	General Information	
1.1	Outline of Services	<p>This is an Indefinite Delivery Indefinite Quantity procurement to provide all labor, supervision, tools, materials, equipment and transportation necessary to perform inspection, maintenance, and certification of Recovery Material Bulk Containers (RMBC). 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.</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 N/A Annex 16 Utilities N/A Annex 17 Base Support Vehicles and Equipment Annex 18 Environmental N/A</p>
1.2	Project Location	The Contractor shall provide services at the Norfolk Naval Shipyard (NNSY), Portsmouth, VA. Exact work locations will be included with each task order.
1.3	Acquisition of Additional Work	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	As an integral part of the Naval Facilities Engineering Command (NAVFAC) enterprise, we at NAVFAC Mid-Atlantic (NAVFAC MIDLANT) are the Navy's installation facility experts, managing the planning, design, and construction of shore facilities for the U.S. Navy from Maine to North Carolina. Headquartered in Norfolk, Va., we fully support the mission of Commander, Navy Region Mid-Atlantic (CNRMA) and Commander, Navy Installations Command (CNIC) to enable and enhance Navy combat power by providing the most effective, efficient and cost-wise shore services and support.

0100000 – General Information		
Spec Item	Title	Description
		We operate with an annual Navy Working Capital Fund business volume of approximately \$560 million and execute over \$1.5 billion a year in construction, professional engineering and facilities services for the Navy and Marine Corps.
1.4.1	Profile of Norfolk Naval Shipyard, Portsmouth VA.	NNSY, Portsmouth, Virginia is the oldest naval shipyard in the United States. It was established November 1, 1767 under the British flag, 31 years before the creation of the United States Navy Department. Currently, the NNSY encompasses 1275 acres and is situated on the Portsmouth side of the Elizabeth River; it is a strange fact that this venerable institution, more than two centuries old, has never borne the name of its "home city". Known as the Gosport Yard for the first century of its life it then became known as "Norfolk", after the largest city in the area.
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 maps, floor plans, and tables 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.
1.5	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>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.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>
1.6	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:

0100000 – General Information		
Spec Item	Title	Description
1.6.1	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.
1.6.2	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.
1.6.3	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).
1.7	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 Firm Fixed-Price (FFP) requirements. Specification item 4 will always contain the Indefinite Delivery-Indefinite Quantity (IDIQ) requirements. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 4 of Annexes 3 through 18.</p>
1.8	Navy PBSC Approach	<p>The Navy's approach to performance-based service contracting (PBSC) includes four component parts which are</p> <ol style="list-style-type: none"> 1) Performance outcomes 2) Measurable standards 3) Consideration of incentives 4) Performance assessment plan

0100000 – General Information		
Spec Item	Title	Description
1.9	Technical Proposal Certification	The contractor warrants that its proposal incorporated herein by reference including, but not limited to, proposed approaches, staffing, methodology, or work plans, will meet the performance objectives set forth in this contract during 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 objective.

0200000 - Management and Administration	
Table of Contents	
Spec Item	Title
2	Management and Administration
2.1	Definitions and Acronyms
2.1.1	Competent Person
2.1.2	Confined Work Space
2.1.3	Contracting Officer (KO)
2.1.4	Contractor
2.1.5	Contractor Representative
2.1.6	Controlled Industrial Area (CIA)
2.1.7	Direct Material Costs
2.1.8	Facility
2.1.9	Frequency of Service
2.1.10	Maintenance and Repair
2.1.11	Means Repair and Remodeling Cost Data
2.1.12	Monthly Exposure Report
2.1.13	Performance Assessment
2.1.14	Performance Assessment Representative (PAR)
2.1.15	Pre-expended Bin Materials and Supplies
2.1.16	Quality Control (QC)
2.1.17	Unit Priced Labor (UPL) Hour
2.2	General Information
2.2.1	Government Regular Working Hours
2.2.1.1	Observed Federal Holidays
2.2.1.2	Restriction to Contractor Working Hours
2.2.2	Wage Determinations
2.3	General Administrative Requirements
2.3.1	Required Conferences and Meetings
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment
2.3.3	Partnering
2.3.3.1	Informal Partnering
2.3.3.2	Contract Partnering Administration
2.3.3.3	Contract Partnering Session Attendees
2.3.4	Permits and Licenses
2.3.5	Insurance
2.3.5.1	Certificate of Insurance
2.3.5.2	Minimum Insurance Amounts
2.3.6	Protection of Government Property

0200000 - Management and Administration	
Table of Contents	
Spec Item	Title
2.3.7	Government Information Technology (IT) System
2.3.8	Directives, Instructions, and References
2.3.9	Invoicing Procedures
2.3.10	Forms
2.4	Government-Furnished Property, Materials and Services
2.4.1	Government-Furnished Facilities (GFF)
2.4.2	Government-Furnished Utilities
2.4.3	Government-Furnished Materials (GFM)
2.4.4	Government-Furnished Equipment (GFE)
2.5	Contractor-Furnished Items
2.6	Management
2.6.1	Work Reception
2.6.2	Work Control
2.6.3	Work Schedule
2.6.4	Deliverables
2.6.5	Service Interruptions
2.6.6	Government's Computerized Maintenance Management Systems (CMMS)
2.6.7	Quality Management System (QMS)
2.6.7.1	Quality Management (QM) Plan
2.6.7.2	Quality Inspection and Surveillance
2.6.7.3	Quality Inspection and Surveillance Report
2.6.8	Property Management Plan
2.6.9	System and Equipment Replacement
2.7	Personnel Requirements
2.7.1	Key Personnel
2.7.1.1	Project Manager (PM)
2.7.1.2	Quality Manager (QM)
2.7.1.3	Site Safety and Health Officer (SSHO)
2.7.1.4	Environmental/Energy Manager
2.7.2	Employee Requirements
2.7.2.1	Employee Certification and Training
2.7.2.2	Employee Appearance
2.7.2.3	Employee Conduct
2.7.2.4	Identification as Contractor Employee
2.7.2.5	Removal of Employees
2.7.2.6	Proof of Legal Residency
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)
2.8	Security Requirements
2.8.1	Employee Listing
2.8.2	Contractor Access to Installations
2.8.3	Security Requirements of NNSY
2.8.3.1	Special Security Requirements
2.8.3.2	Extraordinary Security Requirements
2.8.4	Passes and Badges
2.8.5	Vehicles
2.8.5.1	Commercial Vehicles
2.8.6	Parking

0200000 - Management and Administration	
Table of Contents	
Spec Item	Title
2.8.7	Vehicle Searches
2.8.9	Escort
2.8.10	Areas Not Covered by Contract
2.8.11	Access to Unclassified Information
2.8.12	Photographs
2.8.13	Clear Zones and Pedestrian Walkways
2.8.14	Restricted Area Access
2.8.15	Marine Corps Security Force (MCSF)
2.8.15 (Cont.)	Marine Corps Security Force (MCSF)
2.8.16	Material Storage
2.8.17	Contractor Created Openings
2.8.18	Contractor Created Penetrations
2.9	Contractor Safety Program
2.9.1	Accident Prevention Plan (APP)
2.9.2	Activity Hazard Analysis (AHA)
2.9.3	Hazard Specific Safety Plans
2.9.3.1	Abrasive Blasting Plan
2.9.3.2	Access and Haul Road Plan
2.9.3.3	Alcohol and Drug Abuse Prevention Plan
2.9.3.4	Asbestos Abatement Plan
2.9.3.5	Confined Space Access Plan
2.9.3.6	Contingency Plan for Severe Weather
2.9.3.7	Critical Lift Procedures
2.9.3.8	Emergency Rescue Plan
2.9.3.9	Fall Protection Plan
2.9.3.10	Fire Prevention Plan
2.9.3.11	Hazard Communication Plan
2.9.3.12	Hazardous Energy Control Plan
2.9.3.13	Health Hazard Control Plan
2.9.3.14	Lead Abatement Compliance Plan
2.9.3.15	Respiratory Protection Plan
2.9.4	Accident Reporting
2.9.5	Damage Reporting
2.9.6	Fire Protection
2.9.7	Safety Inspections and Monitoring
2.9.8	Safety Certification
2.9.9	Emergency Response Requirement
2.9.9.1	Notification
2.9.9.2	Sheltering
2.9.9.3	Evacuation
2.9.10	Traffic Cones and Signs
2.9.11	Access to Radiological Controlled Areas
2.9.12	Restrictions On Use of Yellow Materials
2.9.13	Work Within Bridge Crane Traveling Zones
2.10	Environmental Protection
2.10.1	Disposal
2.10.1.1	Non-Hazardous Waste

0200000 - Management and Administration	
Table of Contents	
Spec Item	Title
2.10.1.2	Hazardous Waste
2.10.2	Spill Prevention, Containment, and Clean-up
2.10.3	Protection of Endangered and Threatened Species (Flora and Fauna)
2.10.5	Noise Control
2.10.6	Salvage
2.10.7	Environmental Management
2.10.7.1	Environmental Inspection
2.10.8	Hazardous Material/Hazardous Waste
2.10.8.1	Hazardous Materials (HM) To Be Brought Onto The Station
2.10.8.2	Hazardous Waste (HW) Generated
2.10.8.3	Storage Of Hazardous Waste
2.10.8.4	Minimization Of Hazardous Waste
2.10.8.5	Hazardous Material Exclusions
2.10.8.6	Unforeseen Hazardous Material
2.10.8.7	Mercury Materials
2.10.9	Hazardous Material Use
2.10.9.1	Waste Hazardous Material (WHM) Hazardous Waste (HW) Polychlorinated Biphenyls (PCB) Solid Waste (SW) Accumulation, Disposal, And Compliance
2.10.9.2	Control And Reporting Of Hazardous Materials (HM) Usage
2.10.10	Water Pollution Control
2.10.11	Housekeeping Requirements
2.10.12	PCB Control, Clean-Up And Disposal
2.10.13	Paint Removal
2.10.14	Paint Mixing, Spray Painting and Paint Applications
2.10.15	Paint And Thinner Transfer, Handling And Storage Procedures
2.10.16	Virginia Title V Air Permitting And Regulatory Requirements For Asphalt Paving Operations
2.10.16.1	Volatile Organic Compound Usage In Performance Of Paving Operations
2.10.16.2	Asphalt Usage
2.10.16.3	Notification Requirements for Asphalt Paving
2.10.17	Asbestos Certification / Asbestos Containing Materials
2.10.17.1	Safety And Health Requirements For Control Of Asbestos Material
2.10.18	Excavation Requirements
2.10.18.1	Soil Storage Management
2.10.18.2	Soil Disposal
2.10.19	Green Procurement Program
2.10.19.1	Green Procurement Training
2.10.19.2	GPP Policy
2.10.20	Sewage, Odor, and Pest Control
2.11	Warranty of Services
2.12	IDIQ Work
2.12.1	Unit Priced Task Work (Non-Negotiated)
2.12.1.1	Acceptance and Performance
2.12.1.2	Invoicing and Receiving Payment
2.12.2	Unit Priced Labor Work (Negotiated)
2.12.3	IDIQ Preparation of Proposals

0200000 - Management and Administration	
Table of Contents	
Spec Item	Title
2.12.3.1	Labor Requirements
2.12.3.2	Material Requirements
2.12.3.3	Issuance of Final Task Order
2.12.4	IDIQ ELINS

0200000 - Management and Administration		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	See J-0200000-01 for Acronyms.
2.1.1	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.
2.1.2	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.
2.1.3	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.
2.1.4	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.
2.1.5	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.
2.1.6	Controlled Industrial Area (CIA)	That portion of the Norfolk Naval Shipyard including all land area, tide islands along the shore, facilities, piers, docks and moorings within the inner security fence.
2.1.7	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.
2.1.8	Facility	A building or structure designed and created to serve a particular

0200000 - Management and Administration		
Spec Item	Title	Description
		function.
2.1.9	Frequency of Service	<ul style="list-style-type: none"> • Annual (A). Services performed once during each 12-month period of the contract at intervals of 335 to 395 days. • Biennial (B). Services performed once during each 24-month period of the contract at intervals of 670 to 790 days. • Bimonthly (BM). Services performed once every other month. • Daily (D5). Services performed once each calendar day, Monday through Friday, including holidays unless otherwise noted. • Daily (D7). Services performed once each calendar day, seven days per week, including weekends and holidays. • Monthly (M). Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days. • Quarterly (Q). Services performed four times during each 12-month period of the contract at intervals of 80 to 100 calendar days. • Semiannual (SA). Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days. • Semimonthly (SM). Services performed 24 times during each 12-month period of the contract at intervals of 14 to 16 calendar days. • Three times weekly (3W). Services performed three times a week, such as Monday, Wednesday, and Friday. • Twice weekly (2W). Services performed twice a week, such as Monday and Thursday or Tuesday and Friday. • Weekly (W). Services performed 52 times during each 12-month period of the contract at intervals of six to eight calendar days.
2.1.10	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.
2.1.11	Means Repair and Remodeling Cost Data	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. Data has been targeted for residential, commercial, and industrial repair/remodeling projects. An estimate prepared using this data is called a "Means estimate"; data may simply be referred to as "Means".

0200000 - Management and Administration		
Spec Item	Title	Description
2.1.12	Monthly Exposure Report	A compilation of all Contractor and subcontractor employee-hours involved in delivering contract services on a Government property.
2.1.13	Performance Assessment	A method used by the Government to provide some measure of control over the quality of purchased goods and services received.
2.1.14	Performance Assessment Representative (PAR)	That individual designated by the KO to be responsible for the monitoring of Contractor performance.
2.1.15	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.
2.1.16	Quality Control (QC)	A method used by the Contractor to control the quality of goods and services produced.
2.1.17	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.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1530, five days per week, Monday through Friday, except observed Federal holidays. Any exceptions to the regular hours of operation are detailed in subsequent sections of this PWS.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: <ul style="list-style-type: none"> • 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, • Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	None

0200000 - Management and Administration		
Spec Item	Title	Description
2.2.2	Wage Determinations	Refer to J-0200000-02 for wage determinations.
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	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	<p>To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the Clients who will receive services, principle individuals for NAVFAC, the performance assessment team, and representatives(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.</p> <p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> - 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. - The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership. <p>A project's characteristics determine whether the formal or informal partnering process level is 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 Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>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 award, the ACO will contact the Contractor, supported command(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. 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>
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 services 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>The Contractor shall submit a Certificate of Insurance per Section F 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 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.</p>
2.3.5.1	Certificate of Insurance	<p>The Certificate of Insurance shall provide for at least 30 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.</p>
2.3.5.2	Minimum Insurance Amounts	<p>The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>coverage:</p> <ul style="list-style-type: none"> • 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
2.3.6	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	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-0200000-03 . 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.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-XX .
2.4	Government-Furnished Property, Materials and Services	In accordance with 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.
2.4.1	Government-Furnished Facilities (GFF)	None
2.4.2	Government-Furnished Utilities	The Government will furnish water and electric current at existing outlets as may be required for the work to be performed under this contract at no cost to the Contractor. Information concerning the location of existing outlets may be obtained from the KO's Representative. The Contractor shall provide and maintain, at no cost to the Government, the necessary service lines from existing Government outlets to the site of work.
2.4.3	Government-Furnished Materials (GFM)	None
2.4.4	Government-Furnished	The Government shall furnish one 10,000 gallon railcar to hold fresh water for leak testing of RMBC's. The water shall be pumped back into

0200000 - Management and Administration		
Spec Item	Title	Description
	Equipment (GFE)	the railcar for reuse. No water from the leak testing will be discharged to the ground. The Contractor shall maintain the railcar in proper condition throughout the contract. Upon completion / termination of the contract, the Government will dispose of the water used during leak testing at the Industrial Waste Treatment Plant in Building 1485.
2.5	Contractor-Furnished Items	The Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. Materials and supplies procured by the Contractor shall at a minimum meet the specifications and standards listed in J-0200000-03. If the quality of an item is not specified, it shall be of acceptable industrial grade and quality, equal to or better than the manufacturer's original and will be compatible with existing systems. 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 PCB's shall not be brought on site. The KO may at any time require samples, Material Safety Data Sheets (MSDS), 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 quality control. The Contractor shall provide staff with the necessary management expertise to assure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
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 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	Deliverables	Records and reports are specified in Section C and listed as deliverables in Section F. The Contractor shall submit accurate and

0200000 - Management and Administration		
Spec Item	Title	Description
		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	N/A
2.6.6	Government's Computerized Maintenance Management Systems (CMMS)	N/A
2.6.7	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 QC program shall address: <ul style="list-style-type: none"> • Accurate documentation of work processes, procedures, and output measures. • A systematic procedure for assessing compliance with performance objectives and standards. • Accurate documentation of quality inspections conducted throughout the execution of work. • Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.
2.6.7.1	Quality Management (QM) Plan	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. The Contractor's QM Plan shall include, at a minimum, the following: <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
2.6.7.2	Quality Inspection	The Contractor shall establish and maintain an inspection system in

0200000 - Management and Administration		
Spec Item	Title	Description
	and Surveillance	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 file shall be turned over to the KO within five calendar days of completion/termination of the contract.
2.6.7.3	Quality Inspection and Surveillance Report	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.
2.6.8	Property Management Plan	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 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.
2.6.9	System and Equipment Replacement	The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	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. 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.
2.7.1.1	Project Manager (PM)	The PM must have relevant experience at a comparable level of responsibility in service contracts of similar size, scope and complexity. The PM or alternate shall have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site within one hour during the Government's regular working hours and within three hours after the Government's normal working hours. The PM may have to attend unscheduled meeting with

0200000 - Management and Administration		
Spec Item	Title	Description
		the KO as deemed necessary by the Government.
2.7.1.2	Quality Manager (QM)	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 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. The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract: 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.
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 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 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: The SSHO shall have 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. The SSHO shall maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.</p>
2.7.1.4	Environmental/Energy Manager	The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>Environmental/Energy Manager shall develop, implement and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy.</p> <p>The Environmental/Energy Manager shall have a minimum two years experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.</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 Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished per Section F.
2.7.3	Enterprise-wide Contractor	The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services

0200000 - Management and Administration		
Spec Item	Title	Description
	Manpower Reporting Application (eCMRA)	<p>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 name, social security number, and level of security clearance.
2.8.2	Contractor Access to Installations	<p>1. Contractor's employees requiring access for periods from one day to one year shall submit to the Security Office the following:</p> <ul style="list-style-type: none"> a. An installation sponsor request forwarded to the security office. b. A valid form of Federal or state government identification. c. If driving a motor vehicle, a valid driver's license, vehicle registration and proof of insurance. d. Proof of employment on a valid Government contract (e.g. a letter from the prime contractor including contract number and term) e. Proof of an employee background check conducted within the past year. The background check must include or establish the employee's citizenship or legal alien status. Acceptable documents shall include birth certificate, Immigration and Naturalization Service (INS) forms and passports. <p>2. All information will be subject to Government verification. The Government may randomly screen contractor submissions through the FBI National Crime Information Center (NCIC) Interstate Identification Index (III) system. All NCIC III checks must follow by the submission of fingerprint records to the FBI Automated Fingerprint Identification System (AFIS) data. NCIC checks and fingerprinting will be performed at Government expense.</p> <p>3. Access may be denied if it is determined that an employee:</p> <ul style="list-style-type: none"> a. Is on the National Terrorist Watch List. b. Is illegally present in the United States. c. Is subject to an outstanding warrant. d. Has knowingly submitted an employment questionnaire with false or fraudulent information.

0200000 - Management and Administration		
Spec Item	Title	Description
		e. Has been issued a debarment order and is currently banned from a military installation.
2.8.3	Security Requirements of NNSY	The Contractor shall ensure that Contractor personnel employed at the Shipyard become familiar with and obey Shipyard regulations. Keep within the limits of the work and avenues of ingress and egress. Do not enter any restricted areas unless required to do so and even then not until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification. A list of building custodians will be provided to the Contractor after award of the contract. Additional security and base access information can be obtained at the following web site http://www.nnsy1.navy.mil/Security/docs/Contractor%20Access%20Guidelines-July%2007.doc
2.8.3.1	Special Security Requirements	If naturalized, the individual shall present their naturalization papers to the Security Officer for inspection. Foreign-born personnel shall present evidence of citizenship regardless of citizenship of parents, as required by immigration laws. Contractors and Contractor personnel shall be the subject of a local police records check. Contractor personnel who possess a security clearance issued by the Defense Industrial Security Clearance Office (DISCO) shall be issued a shipyard badge in the appropriate category. Each Contractor employee shall be required at the time of issuance of a personnel badge to complete a Special Access Determination Form. Requested information shall be furnished. Individuals who have felony convictions (e.g., murder, rape, drug offenses, of theft) or who are deemed untrustworthy by the Security Department, Norfolk Shipyard will be denied access to the shipyard and their personnel badge will be recalled.
2.8.3.2	Extraordinary Security Requirements	Shipyard Controlled Industrial Area (CIA) and Sensitive Areas: Entry into the CIA for those listed with the KO may be authorized under one of the following conditions: 1) Contractors having a DOD Facility Security Clearance and whose employees have a DOD security clearance may be badged for immediate unescorted access into the CIA. 2) Employees and representatives having current Shipyard ID badges authorizing CIA access will be permitted entry into the CIA. 3) Employees not holding a current DOD security clearance or current CIA access badge must establish suitability and eligibility prior to being badged for unescorted CIA access. Provide a Completed Special Access Determination (NAVSEA 5510/15) (Apr 90) for each employee. 4) For situations other than the above, US citizens who are employees or representatives requiring CIA access may be issued an "Escort Required" ("ER") pass for CIA access under the escort of a cleared individual employed by the activity. Processing of "ER" passes may take up to 5 days.

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>a. The initial submittal of Visit Request forms need not be all-inclusive. It may be expanded to meet essential requirements of the Contractor. Each individual added to the list, however, shall be subject to the same pre-entry screening requirements as outlined above.</p> <p>b. Shipyard ID badges will be issued by the Shipyard Pass and Identification Office (Pass and ID Office).</p>
2.8.4	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes from Shipyard security. Within 10 days of contract award, the Contractor shall submit to the KO an estimate of the number of personnel expected to be utilized at any one time on the contract. The Government will issue badges without charge. 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 pass and badge shall be returned within 2 days to the Pass Office in Building 1502. Passes and badges issued to Contractor employees shall not negate the requirement for employee identification required in 'Employee Appearance' above.
2.8.5	Vehicles	<p>Vehicle Regulations in the Shipyard CIA: No vehicle will be permitted access to a work site in the CIA without a DOD vehicle sticker and a valid Shipyard vehicle pass. The Shipyard vehicle passes are issued by the Shipyard Pass and ID Office. Shipyard vehicle passes will not be issued unless a DOD vehicle sticker has been obtained and proof of vehicle registration to the Contractor's company has been presented to Shipyard Pass and ID. Vehicles are required to conform to Shipyard traffic regulations. The speed limit is 15 mph in the CIA. Outside the CIA, the speed limit is as posted or marked. No privately owned vehicles are allowed inside the CIA with the exception of handicap, CO/XO/CMC of ships.</p> <p>1) Shipyard Vehicle Pass: Only those Contractor vehicles meeting the following criteria will be allowed to enter the CIA with the Shipyard vehicle pass:</p> <p>a) Vehicles must clearly display an authorized company sign or logo.</p> <p>b) Vehicles must be company or commercial vehicles used to transport heavy equipment or material to the job site or to conduct bonafide and required inspections and surveillance at the job site. Privately owned vehicles will not be used to transport employees to the job site and will not be allowed in the CIA.</p>
2.8.5.1	Commercial Vehicles	Vehicle passes will be issued to each commercial vehicle that is required for the job, authorizing entry and parking within the CIA. Every vehicle entering the CIA will display the pass on the dashboard or visor (facing outward). The pass will be visible at all times while in the CIA. Parking is limited to those areas that are specifically identified on the pass. If additional passes are required, present adequate justification to the Pass and ID Office via the KO.
2.8.6	Parking	Prohibited on any piers and dry dock/waterfront areas. Do not park on

0200000 - Management and Administration		
Spec Item	Title	Description
		or block the marked fire lanes or crane rail traveling zones (marked in yellow) at any time. Vehicles may stop on the piers or dry dock/waterfront areas for 15 minutes for loading and unloading. An exception may be made for vehicles which are part of the equipment needed to do the required work and are attached or connected to the pier or ship; for example, a truck which uses a mounted generator or a vehicle with built-in equipment.
2.8.7	Vehicle Searches	Vehicles are subject to search while entering, remaining in, or leaving the Shipyard. Government material being transported out of the CIA shall be covered by a Property Pass (OP-7), issued and signed by the Security Officer. Material found without a Property Pass will be confiscated and a police offense report issued.
2.8.9	Escort	For entrance to and work inside any building inside the CIA, the cognizant Shipyard code will provide escort services in the affected area.
2.8.10	Areas Not Covered by Contract	Contractor personnel will not be permitted to enter Shipyard buildings, spaces, and areas not covered by this contract except on prior approval of the Shipyard department/office/shop having jurisdiction of the areas. Coordinate action with the KO to obtain such entry approval.
2.8.11	Access to Unclassified Information	Access to unclassified U.S. Navy shipbuilding, conversion, or repair technology and related technical information manuals, documents, drawings, plans, specifications, and other unclassified information is restricted to official need-to-know basis, designated by physical markings to show the appropriate control designations. Handle, control, and safeguard to prevent oral, visual, and documentary disclosure to the public, to foreign sources, and to personnel not having an official need-to-know. Return this information to the Naval Shipyard upon completion of contracted work, except when specific retention authorization is granted by the KO's Security Representative.
2.8.12	Photographs	Unofficial photography is prohibited in the Naval Shipyard. When operationally required, submit a written request containing specific justification and details to the Security Officer prior to release.
2.8.13	Clear Zones and Pedestrian Walkways	<p>Clear Zones. OPNAVINST 5530.14B defines a clear zone as an unobstructed area maintained on both sides of and between permanent physical barriers of restricted areas. You will find clear zones established around various restricted areas at NNSY.</p> <p>At Dry Dock #4 and the restricted area adjacent to Building 369, clear zones can be identified by yellow diagonal lines painted on the pavement. In these areas the clear zones are also designated as fire lanes and must be kept clear of debris, equipment and traffic, both vehicular and pedestrian.</p> <p>The purpose behind the clear zone is not to infringe on the personal rights of individuals, but to preclude or minimize damage to Shipyard assets as well as provide security personnel with a means to identify unauthorized personnel in restricted areas. For these reasons contractor employees shall not cross a clear zone just to save a few steps. DoD Police Officers and U. S. Marine Corps Security Force (MCSF) personnel will continuously patrol these areas. When it is</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>necessary for contractor employees to access a clear zone area in performance of their duties, contact one of the following: Security Program Branch, 396-2883, Nuclear Security Section, Code 1121.21 at 396-1330/1, or the Shipyard Police Dispatcher on Extension 396-7266 for authorization prior to entry. Individuals who enter clear zones without notifying the Security Office are subject to apprehension and will be treated as intruders and detained for further investigation and/or administrative or disciplinary action.</p> <p>Pedestrian Walkways: To provide individuals with a means of safely crossing congested areas on the south side of Dry Dock #4 without encroaching on clear zones, pedestrian walkways have been established. Pedestrian walkways can be identified by blue diagonal lines painted on the pavement.</p>
2.8.14	Restricted Area Access	<p>All work accomplished on or in Sensitive Areas of the Norfolk Naval Shipyard (NNSY) will require special scheduling. Prior to commencing work the contractor shall obtain a NNSY Code 2380 building Permit from the ROICC office. A 14-day notice will be required prior to onsite work to coordinate the pre-job brief and obtain the building permit. Task Orders issued for sensitive areas will include the following statement.</p> <p>The Contract POC is _____ (PAR) cell phone no. _____ Contact this POC 14 days in advance so Nuclear brief can be set-up.</p> <p>The Nuclear POC for this job is _____ cell phone no. _____ Contact the POC 14 days prior to start of work for nuclear Pre-Job Brief and Daily Production Schedule (DPS). At completion of brief contractor will be presented with the Building Permit from Pre-Job brief. Contractor shall not start work without Building Permit. Contractor shall be required to keep the building permit on the job site at all times.</p> <p>1) Any access to the roof of the building.</p> <p>2) Any access to portions of the building exterior not normally approachable at ground level by foot (access by ladder, high lift, scaffolding, work platform, crane, etc.).</p> <p>a) Nuclear Facilities Building numbers are: 22, 23, 37, 260, 261, 262, 276A, 280, 297, 369 (east half of building), 464 (south end), 1475 and Dockside Work Center (metal building connecting to Building 1475), 1539, 1568, Dry dock 2/3 DF, Dry dock 4 refueling Area.</p> <p>b) The designated shipyard point of contact for these buildings may be contacted at Code-2380 Nuclear Facilities, 396-8202.</p> <p>NOTE: Nuclear facilities requirements are constantly changing; the</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		Contractor shall be expected to attend all meetings and job site briefings pertaining to the operations of this contract and how it interfaces with nuclear procedures at no additional cost to the Government.
2.8.15	Marine Corps Security Force (MCSF)	<p>MCSF Battalion Atlantic, Fleet Anti-Terrorism Security Team or "FAST" will assist the Security Operations Division, Code 1121, in providing perimeter security during special operations at Norfolk Naval Shipyard. MCSF personnel perform duties within the controlled industrial area (CIA) and the non-industrial areas of the Shipyard. MCSF personnel can be easily identified by their combat dress which includes the following items: Camouflage utilities, radio, sidearm and shoulder fired weapons, field protective mask, cartridge belt, armored vest, and various types of ammunitions. Follow these guidelines when interfacing with MCSF personnel in performance of their duties.</p> <p>Individuals Shall:</p> <ol style="list-style-type: none"> 1) Follow all instructions received from Marines. 2) Obey all security signs posted on or around facilities protected by MCSF. Individuals who violate these areas are subject to apprehension, treated as intruders, detained for further investigation and/or administrative or disciplinary actions as deemed necessary/appropriate. 3) Report any security violations or hostile threats to one of the following: <ol style="list-style-type: none"> a) Marine Corps Corporal of the Guard b) DoD Security Police Officer c) Security Police Dispatcher, phone 396-7266 d) Code 1121 phone 396-1330/6-2883 e) Shipyard Duty Officer, phone 396-3221, (weekends, backshifts, and holidays). <p>Individuals Shall Not:</p> <ol style="list-style-type: none"> 1) Attempt to converse with, sneak up on, touch, or closely approach an armed Marine. 2) Make idle threats or joke about assets the MCSF are protecting or attempt to position yourself between MCSF personnel and these assets. 3) Loiter near assets protected by MCSF or the MCSF barracks. <p>iii. Actions During Drills or Alerts:</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		1) Stay well clear of MCSF response forces and avoid making any threatening gestures.
2.8.15 (Cont.)	Marine Corps Security Force (MCSF)	<p>2) If possible, leave the vicinity of the DRILL/ALERT location, make your job radiological safe, seek a safe covered position near you and await further instructions from:</p> <ul style="list-style-type: none"> a. Security personnel: Code 1121, Marines, and DOD Security Police. b. Code 105 control point personnel, if within a radiological controlled area. c. Your immediate supervisor. d. Ship's force, if shipboard or in dry dock. <p>3) Marines will treat all personnel in a courteous but forceful manner. You should report any disrespectful treatment by Marines to your immediate supervisor.</p>
2.8.16	Material Storage	Ensure that no material is stacked within 10 feet of the CIA perimeter. Remove from the work site, or secure ladders or other such equipment that could be used to climb the CIA perimeter fence. Ensure that no vehicles are parked within 10 feet of the CIA perimeter.
2.8.17	Contractor Created Openings	Ensure that no opening in the roof/walls/windows/fence of the building exist at the end of the workday and do not exist where penetration is possible during non-working hours. If the building cannot be secured at the end of the workday, coordinate action with the Contracting Office to notify the responsible code to arrange for a security watch by their personnel.
2.8.18	Contractor Created Penetrations	Seventy-two (72) hours prior to making any penetrations (such as tunneling under, cutting through a fence or building) in a restricted area contact the Shipyard Security Office to make arrangements for a security guard or other measures required to meet all security requirements.
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; and Contractor shall submit a monthly exposure report to the KO.
2.9.1	Accident Prevention Plan (APP)	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 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

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>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. Detailed requirements for AHAs and Hazard Specific Safety Plans are provided below.</p> <p>The Contractor's APP shall be submitted to the KO within 15 days following award for approval. 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>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all common recurring work activities performed under this contract. AHAs 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. Specifically:</p> <ul style="list-style-type: none"> • For IDIQ contracts, the Contractor shall submit an AHA on task orders, with the associated proposal, whenever the service environment or required task is different from the typical services provided. <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> <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 Contractor 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	<p>The Contractor shall develop and implement hazard specific safety plans, as listed below, <u>as necessary</u> 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.</p>
2.9.3.1	Abrasive Blasting	<p>The Contractor shall develop a plan to explain how it will protect</p>

0200000 - Management and Administration		
Spec Item	Title	Description
	Plan	property and personnel during abrasive blasting operations. See relevant requirements of Section 6 and Appendix C of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.
2.9.3.2	Access and Haul Road Plan	The Contractor shall develop a plan to explain how it will: (1) manage patron and pedestrian traffic with warning signs displays, and hours of operation; (2) layout roads with road widths and horizontal and vertical curve data with line of sight distances; (3) sign and signal person requirements, location of road markings, and traffic control devices; (4) drainage controls; (5) points of contact between Contractor's equipment and pedestrian and patron traffic with safety controls from point to point; (6) maintenance requirements during non-operation hours and also considering roadway hardness, smoothness, and dust control; and (7) other hazards located adjacent to the road such as bodies of water, embankments, and etc.
2.9.3.3	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop a plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Subpart 252.223-7004.
2.9.3.4	Asbestos Abatement Plan	The Contractor shall develop a plan to explain how it will protect its personnel from asbestos exposure. This plan shall also address relevant procedures, requirements, and protocols of section 6 of EM 385-1-1.
2.9.3.5	Confined Space Access Plan	The Contractor shall develop a plan to explain how it will assure its service employees have safe access to a confined work space. The plan shall: (1) identify the competent person's name, qualifications, training, and experiences; (2) delineate the competent person's authority to direct work and stoppages in adverse conditions; (3) air quality and ventilation system requirements; (4) include procedures to rescue contractor/subcontractor/vendor personnel in distress; and (5) coordinate with emergency responders. See relevant requirements of paragraph 06.I of EM-385-1-1, 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other federal, state and local regulatory standards.
2.9.3.6	Contingency Plan for Severe Weather	The Contractor shall develop a plan to explain how it will remove or secure floating plants, e.g., dredges, and evacuate personnel in emergencies. This plan shall be prepared after reviewing paragraph 19.A.03 of EM 385-1-1.
2.9.3.7	Critical Lift Procedures	The Contractor shall develop a plan to explain how it will: (1) conduct any lifts at 75 percent or more of the crane or hoist capacity (or lifts over 50 percent of the capacity on a barge mounted mobile crane's hoists) for any radius of lifts; (2) description of lifts, cranes or hoists; (3) qualifications of personnel authorized to operate lifts, cranes, or hoists; and (4) use non-routine rigging or operations involving sensitive equipment whenever there is unusual safety risks. This plan shall be prepared in accordance with paragraph 16.C18 of EM 385-1-1, 29 CFR 1926.550(g), ASME B30.22, ASME B30.3; ASME B30.5, and ASME B30.8
2.9.3.8	Emergency Rescue Plan	The Contractor shall develop a plan to explain how it will rescue personnel who might become injured or incapacitated while performing services in an underground shaft or caisson. See paragraph 26.A.05 of EM 385-1-1.

0200000 - Management and Administration		
Spec Item	Title	Description
2.9.3.9	Fall Protection Plan	The Contractor shall develop a plan to explain how it will eliminate falls at the service site. The plan will explain how the Contractor will protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. A competent person for fall protection shall prepare and sign the plan. See EM 385-1-1, ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34.
2.9.3.10	Fire Prevention Plan	The Contractor shall develop a plan to explain how it will eliminate or contain fires when using hot kettles or welding equipment at facilities and service sites. This plan shall be used by Contractor employees to: (1) obtain hot work permits and identify emergency first responders to fire hazards; (2) identify and make available materials and equipment to suppress or contain fires; and (3) emergency evacuation procedures. 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.
2.9.3.11	Hazard Communication Plan	The Contractor shall develop a plan to explain how it will identify hazardous substances at the service site. This plan shall address: (1) training (to include potential safety and health effects from exposure); (2) labeling of hazardous substances; (3) maintaining an inventory listing of hazardous chemicals at the service site; and (4) location of a library of Material Safety Data Sheets (MSDSs) in the office to satisfy 29 Code of Federal Regulations (CFR) 1910.1200 or 1926.59 requirements.
2.9.3.12	Hazardous Energy Control Plan	The Contractor shall develop a plan to explain how it will control hazardous energy within an existing service environment. This plan shall address: (1) intended operations and procedures; (2) means to coordinate and communicate the control of hazardous energy; (3) procedural steps and responsibilities for shutting down, isolating, blocking, and securing systems to control hazardous energy; (4) steps and responsibilities for the placement, removal, and transfer of lockout and tagged out devices; (5) steps and responsibilities for placing and tagging, and moving or removing and un-tagging, protective grounds; (6) requirements for testing the system to verify the effectiveness of lockout and tag-out isolation devices; (7) courses of actions to implement during emergencies; (8) requirements when removing hazardous energy control devices must be transferred from one authorized person to another, and the name of the individuals qualified for receiving such a transfer; and (9) the means to enforce compliance with the procedures.
2.9.3.13	Health Hazard Control Plan	The Contractor shall develop a plan to explain how it will determine the presence of hazardous or toxic agents at the service environment and explain what safety measures are to be taken. This plan shall satisfy relevant topics of Section 6 of EM385-1-1.
2.9.3.14	Lead Abatement Compliance Plan	The Contractor shall develop a plan to explain how it will protect its service work force from lead exposure. This plan shall also address relevant procedures, requirements, and protocols of 29 CFR 1910.1025 and 29 CFR 1926.62.
2.9.3.15	Respiratory Protection Plan	The Contractor shall develop a plan Contractor to explain how it will protect the health of its employees whenever respirators are needed. This plan shall include service-site-specific procedures in accordance with EM 385-1-1 Section 05.E and OSHA's respiratory protection

0200000 - Management and Administration		
Spec Item	Title	Description
		standard at 29 CFR 1910.134.
2.9.4	Accident Reporting	<p>The Contractor shall instruct their personnel, including subcontractors, assigned to a job within NNSY, upon witnessing flooding, fire, injury to personnel, or any other incident or casualty requiring emergency response, to immediately contact the following - NNSY Fire Department 396-3333, any NNSY Supervisor/Manager and, the KO. Provide the location and other pertinent details.</p> <p>The Contractor shall report all accidents, mishaps, and near misses to the KO in a timely manner, as described below:</p> <ul style="list-style-type: none"> • An initial report shall be developed by the Contractor and provided to the KO immediately after that 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. • The Contractor shall develop a follow-on report and shall 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. • The Contractor shall provide a final report of the accident to the KO within 24 hours after completing the investigation of the accident.
2.9.5	Damage Reporting	The Contractor shall submit to the KO a full report of damage to Government property and/or equipment by Contractor employees within 24 hours of the occurrence.
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	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. 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 that it deems to be unsafe.</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>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 the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative, 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.</p>
2.9.8	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city or industry safety related certifications for work performed under this contract. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications to the KO as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.9	Emergency Response Requirement	The Norfolk Naval Shipyard has instituted a requirement for all personnel to take shelter for personal safety in the event of certain emergencies. This policy includes Contractors, Subcontractors, and any person who is employed by the Contractor. The most appropriate protective action for certain emergencies is to take shelter. Personnel shall immediately seek shelter while an assessment is made of the threat and determinations are being made regarding subsequent actions such as "all clear" or selected building evacuations.
2.9.9.1	Notification	The primary means of alerting personnel shall be emergency alert signals. The alerting signal to seek shelter shall be three steady tones that last for thirty seconds separated by ten seconds of silence. The notification for "all clear" shall be three short tones repeated three times.
2.9.9.2	Sheltering	When personnel hear the alert signal, the area of work must be secured in a manner that will leave the site in a safe condition. Personnel shall seek shelter in the nearest occupied building in calm and orderly manner. If possible, secure all windows and doors and shut off ventilation. If working aboard ship, proceed into the interior of the ship and wait for further directions from official personnel. If in a vehicle, park the vehicle so that it does not block the normally traveled portion of the road and proceed into the nearest occupied building.
2.9.9.3	Evacuation	In the event of an evacuation, personnel shall receive directions from team members of the Crowd Control Center (CCC) or the building custodian acting on the directions from the CCC. Contract personnel

0200000 - Management and Administration		
Spec Item	Title	Description
		shall comply with instructions given at all times.
2.9.10	Traffic Cones and Signs	Contractor shall provide 36 inch tall Traffic Cones to be placed around each vehicle when located in areas that do not provide parking slots.
2.9.11	Access to Radiological Controlled Areas	Contractor personnel shall not, under any circumstances, enter a radiological controlled area or cross any posted radiological boundary. This paragraph applies to all phases of contract work. Radiation areas are posted with signs consistent with OSHA requirements. Ensure that employees are familiar with the radiation signs and symbols. All personnel entering the shipyard for the first time are required to receive radiological indoctrination training. Should contract workers encounter radiological postings and/or boundaries that appear to limit their ability to access or carry out their intended work, they shall notify their Contract Administrator for resolution of the problem.
2.9.12	Restrictions On Use of Yellow Materials	Contractors shall refrain from the use of yellow or yellow-orange materials for the following purposes: sheeting, tarpaulins, polyethylene bottles or other containers, tapes, bags, raingear, banding of identification marks on tools and boundary markers such as ribbons. Contractor generated yellow waste materials such as torn foul weather gear shall be disposed of by the contractor off-yard. Shipyard dumpsters and trashcans shall not be used for disposal of Contractor generated waste materials. Yellow colored items such as described above are of special significance within the shipyard and are subject to strict controls.
2.9.13	Work Within Bridge Crane Traveling Zones	Any instance where work will be accomplished within 10 feet of a bridge crane's travel zone, the Contractor shall notify the Crane Division Code 984 (telephone 396-3619) and Code 722 (telephone 396-2745) and obtain written permission to start work. Notify the KO when above request has been submitted and also when written permission is obtained.
2.10	Environmental Protection	The Contractor shall comply with all applicable Federal, State, and local laws. 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 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	Disposal	
2.10.1.1	Non-Hazardous Waste	The Contractor shall properly dispose of debris and rubbish resulting from the work under this contract off-installation.
2.10.1.2	Hazardous Waste	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 on-installation disposal of hazardous waste is allowed.
2.10.2	Spill Prevention,	The Contractor shall contain, clean up, and report all spills on

0200000 - Management and Administration		
Spec Item	Title	Description
	Containment, and Clean-up	Government property in a manner that complies with applicable federal, state, and local laws and regulations or otherwise stated herein, and the installation spill control plan at no cost to the Government.
2.10.3	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.
2.10.5	Noise Control	The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations relative to noise control.
2.10.6	Salvage	All material and equipment removed or disconnected that is sound and of value shall remain the property of the Government
2.10.7	Environmental Management	Provide an Environmental Management Procedure for review and approval by NNSY (Code 106.31) prior to start of work. The work plan shall address controls and operational actions per referenced requirements in J-0200000-03 and incorporate job specific waste disposal language where applicable. Job specific waste disposal guidance shall be incorporated into contracts/technical work documents to ensure no adverse environmental impact occurs while performing work at NNSY and shall include the following plans applicable to the scope of the work being performed.
2.10.7.1	Environmental Inspection	The NNSY Environmental Division (Code 106) or its designated inspectors shall on occasion inspect the contractor's work relative to environmental impact/compliance and shall, if adverse conditions exist, direct the implementation of environmental control measures, which may include stoppage of work pending correction of deficiencies. The implementation of such control measures will normally be considered as falling within the scope of existing contract specifications, and shall be accomplished at no additional cost to the government or delay to overall contact schedules. Environmental Notification Reports (ENR's) may be issued by Code 106 for any adverse environmental impact of actions undertaken by the contractor.
2.10.8	Hazardous Material/Hazardous Waste	The Contractor shall provide and maintain for the life of the contract, environmental protection as defined. Plan for and provide Environmental Protective measures to control pollution that develops during the normal course of work. Plan for and provide environmental protective measures to correct conditions that develop during the normal course of work. Comply with Federal, State and Local regulations pertaining to the environment, including but not limited to water, air and noise pollution. Ten days after the award of the Contract, the Contractor shall meet with the KO to discuss the proposed Environmental Protection Plan and to develop mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken.
2.10.8.1	Hazardous Materials (HM) To Be Brought Onto The Station	Any Hazardous materials planned for use on the station shall be included in the station Hazardous Material Tracking Program maintained by the Safety Department. To assist this effort, the Contractor shall submit a list (including quantities) (see J-0200000-04)

0200000 - Management and Administration		
Spec Item	Title	Description
		of HM to be brought to the station and copies of the corresponding material safety data sheets (MSDS). All hazardous material must be properly labeled in accordance with OSHA requirements. This list shall be submitted to the KO. At project completion, the Contractor shall remove any hazardous material brought onto the station from the site. The Contractor shall account for the quantity of HM brought to the station, the quantity used or expended during the job, and the leftover quantity, which (1) may have additional useful life as a HM and shall be removed by the Contractor, or (2) may be a hazardous waste, which shall then be removed as specified herein.
2.10.8.2	Hazardous Waste (HW) Generated	The Contractor shall submit an Environmental Protection Plan to the KO, ten (10) work days prior to starting any work that will generate hazardous waste. The Environmental Protection Plan shall list and quantify any HW to be generated during the project
2.10.8.3	Storage Of Hazardous Waste	In accordance with station regulations, hazardous waste shall be stored near the point of generation up to a total quantity of one quart of acutely hazardous waste or 55 gallons of hazardous waste. Any volume exceeding these quantities shall be moved to a HW permitted area within 3 days. Prior to generation of HW, contact the KO for labeling requirements for storage of hazardous wastes. The Contractor's Environmental Coordinator is responsible to contact Code 106 for waste pick up.
2.10.8.4	Minimization Of Hazardous Waste	In accordance with station regulations, the Contractor should substitute materials as necessary to reduce the generation of HW and include a statement to that effect in the Environmental Plan.
2.10.8.5	Hazardous Material Exclusions	Notwithstanding any other hazardous material permitted used in this contract, radioactive materials or instruments capable of producing ionizing radiation as well as materials that contain asbestos, mercury, or polychlorinated biphenyls are prohibited. The KO upon written request may consider exceptions to the use of any of the above excluded materials by the Contractor
2.10.8.6	Unforeseen Hazardous Material	All known hazardous materials are indicated on the drawings. If additional material that is not indicated on the drawings is encountered that may be dangerous to human health upon disturbance during construction operations, stop that portion of work and notify the KO immediately. Intent is to identify materials such as PCB, lead paint, and friable and non-friable asbestos. Within 14 calendar days the Contractor will determine if the material is hazardous. If the material is not hazardous or -poses no danger, the Government will direct the Contractor to proceed without change. If the material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."
2.10.8.7	Mercury Materials	Mercury is prohibited in the construction of this facility, unless specified otherwise, and with the exception of mercury vapor lamps and fluorescent lamps. Dumping of mercury-containing materials and devices such as mercury vapor lamps, fluorescent lamps, and mercury switches, in rubbish containers is prohibited. All used broken or

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>unbroken fluorescent tubes and mercury vapor lamps will be properly boxed (original tube shipping cartons), and turned over to the Government for disposal. The Contractor shall not dispose of spent fluorescent tubes or mercury vapor lamps inside the Shipyard. Immediately report to the shipyard fire department Mercury Control Coordinator via the KO instances of breakage or mercury spillage. The fire department telephone number is 396-3333. Clean mercury spill area to the satisfaction of the KO. Mercury may have harmful effects on personnel, materials and the environment. The Occupational Safety, Health and Environment Office (Code 106) must be contacted for approval prior to using any mercury, mercury compounds, mercury containing items, equipment, materials or prior to using any materials contaminated by mercury. Mercury containing items, including fluorescent/mercury vapor lamps, must be properly disposed of in accordance with Federal, State and, local requirements.</p>
2.10.9	Hazardous Material Use	<p>With respect to hazardous materials, safety program shall include provisions to deal with hazardous materials, pursuant to the Contract Clause "FAR 52.223-3, Hazardous Material Identification and Material Safety Data" In addition to FAR 52.223-3, the plan shall consist of:</p> <ol style="list-style-type: none"> 1) An index of hazardous materials to be introduced to the site; 2) Plan .for protecting personnel and property during the transport, storage and use of the materials; 3) Procedures for spill response and disposal; 4) Material Safety Data Sheets for materials listed in the index of the plan and not required in the technical section of the specification. Post Material Safety Data Sheets at the worksite where the products will be used. Material Safety Data Sheets meeting the requirements of 29 CFR 1910.1200 must be submitted for all Title 29 Part 1910.1200 used on this project. The Material Safety Data Sheets must be submitted to the Shipyard Occupational Safety, Health, and Environment Officer (Code 106), located in Building M-22, 3rd floor at NNSY prior to the hazardous chemical/materials being brought into the Shipyard. 5) Approved labeling system to identify contents an all containers on site. 6) Personnel training plan. 7) Evidence of compliance with 29 CFR 1910.1200 requirements. 8) Each hazardous material must receive approval prior to bringing onto the job site or prior to any other use in conjunction with this contract. Allow a minimum of 10 working days for processing of the request for use of a hazardous material. Any work or storage involving hazardous chemicals or materials must be done in a manner that will not expose shipyard employees to any unsafe or unhealthful conditions.

0200000 - Management and Administration		
Spec Item	Title	Description
		Adequate protective measures must be taken to prevent shipyard employees from being exposed to any hazardous condition that could result from the work or storage. Approval by the KO of protective measures and storage area is required prior to the start of work.
2.10.9.1	Waste Hazardous Material (WHM) Hazardous Waste (HW) Polychlorinated Biphenyls (PCB) Solid Waste (SW) Accumulation, Disposal, And Compliance	<p>1) All employees who handle, store, or transport, WHM / HW / PCB/ SW shall be trained for their respective functions as required by the References that are applicable to the work performed and the involved waste/materials.</p> <p>2) The contractor will not generate or dispose of any waste not consistent with the proper performance of work within the scope of this contract.</p> <p>3) WHM, HW, PCB, and SW will be handled and disposed of as follows:</p> <p>WHM is defined by NNSY as a hazardous material, other than HW or PCB wastes as defined by EPA and by VADEQ. These wastes are not HW in accordance with the regulations, but a careful assessment must still be made to ensure these materials are disposed of properly due to their potential to pollute the environment. WHM cannot be disposed of in any NNSY dumpsters/containers without prior approval by NNSY Code 106.32. The contractor will dispose of and ensure that WHM(s) are handled in accordance with all applicable federal, state, and local requirements. Examples are work related excess materials that may be used for their intended purpose such as but not limited to hydraulic oil, grease, paint and thinners, adhesives, solvents, cutting fluids, corrosion preventive compounds, corrosion removing compounds, aerosol, and batteries.</p> <p>All HW and PCB waste generated at NNSY will be disposed of by NNSY Code 106.3 using NNSY's EPA ID number.</p> <p>The contractor is responsible for the disposal of Solid Waste per J-0200000-05.</p> <p>NOTE: In some rare instances, the unusual nature or volume of a given waste may exceed NNSY's existing disposal capabilities. In such cases, it will be necessary to make special arrangements for the waste(s) in question prior to the generation of that waste.</p> <p>3) All WHM, PCB, HW, and SW generated by the contractor will be collected in suitable contractor furnished containers. HW /PCB containers will be accordance with the requirements of J-0200000-06 and per the requirements referenced in J-0200000-03 and approved for use by code 106.321.</p> <p>4) The contractor shall notify NNSY Code 106.321 in writing of any planned HW generation prior to the process of generation. Identify process that generates the waste, type of waste analysis performed or</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>identify the waste by process knowledge, volume, and anticipated container type. All known hazardous or regulated materials are indicated in the contract documents.</p> <p>If unforeseen hazardous or regulated materials are encountered, upon disturbance the contractor will stop that portion of work and notify the KO immediately. The following examples of unforeseen hazardous or regulated</p>
2.10.9.1 (Cont.)	Waste Hazardous Material (WHM) Hazardous Waste (HW) Polychlorinated Biphenyls (PCB) Solid Waste (SW) Accumulation, Disposal, And Compliance	<p>materials are provided as a non-inclusive notification guide: Soils emitting a petroleum odor or groundwater with an oily sheen, electrical equipment that may contain PCBs (capacitors, transformers, light ballast), visible mercury, or any other substance that would pose a health risk to personnel or harm the environment. Provide a Laboratory Services Request form for the sampling and analysis to Code 106.32.</p> <p>Within 21 calendar days Code 106 will analyze the material to determine if the material is hazardous and provide the results of the analysis to the KO. If the material is not hazardous or poses no danger, Code 106 will direct the KO to proceed without change. If the material is hazardous and handling of the material is necessary to accomplish the work the KO will direct the Contractor to turn in the hazardous waste as per the requirements of this specification.</p> <p>5) The following requirements are applicable to any WHM / HW / PCB / SW as defined by 40 CFR Part 261 et al. reference 40 CFR and the Commonwealth of Virginia Hazardous Waste Management Regulations.</p> <p>Accumulation: The Contractor Shall:</p> <p>Manage all WHM/HW accumulated at NNSY in an accumulation area approved by NNSY OSHE Code 106.321 (396-1795) prior to storing WHM/HW.</p> <p>Conduct weekly environmental compliance inspections of the job site, including all containers, using an environmental compliance checklist provided by Code 106.321 and forward written checklist results to NNSY OSHE C-106.321, via the KO.</p> <p>Under no circumstances shall HW be transferred to off-yard contractor storage. Under no circumstances shall HW be stored on government property, or on barges, or in tanks/voids other than in assigned and properly identified storage areas.</p> <p>Waste Analysis: The Contractor Shall:</p> <p>Assume responsible for properly determining waste identification, including responsibility to perform analysis if necessary, so that the proper Department of Transportation (DOT) shipping name can be determined for disposal of wastes. This requirement may be</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>accomplished by the use of contractor acquired laboratory services or by the NNSY laboratory. Except where prior sample collection is not feasible (see NOTE immediately below), samples shall be taken prior to waste generation and for contractor provided laboratory services the analysis results shall be provided to NNSY (Code 106.321), via KO, prior to waste containerization. If the NNSY laboratory performs the sampling the Contractor will provide a Sampling Request form J-0200000-07 to Code 106.323.</p>
2.10.9.1 (Cont.)	Waste Hazardous Material (WHM) Hazardous Waste (HW) Polychlorinated Biphenyls (PCB) Solid Waste (SW) Accumulation, Disposal, And Compliance	<p>NOTE: It is understood that certain work operations such as condenser cleaning waste cannot be tested until the actual work is performed and a waste produced. Work operations that do not generate waste until the actual work is performed will be tested as soon as possible.</p> <p>Sampling, Analysis, and Evaluation of Work: The contractor shall:</p> <p>Consult with NNSY Code 106.321, via the KO, regarding waste analysis requirements for wastes other than paint wastes and unforeseen waste.</p> <p>Obtain TCLP analysis from a certified laboratory or provide the location for samples of material/paint to be removed to Code 106.321 and request TCLP metals analysis (excluding mercury) for waste characterization/disposal as HW prior to beginning work operations.</p> <p>Report the results of all analysis to NNSY Code's 106.21 and 106.321 via the KO. Total metals samples are required for safety controls prior to abrasive blasting or any mechanical paint removal operations. Note: Total metals analysis is not a substitute for TCLP testing for waste disposal.</p> <p>Comply immediately with the requirements of NAVYSHIPYDNORINST P5090.2, Volume II: Chapter 38, upon receiving knowledge, based on the analysis results or other sources, that a Hazardous Waste is generated.</p> <p>Packaging/Containerizing Wastes: The Contractor Shall:</p> <p>Properly package all waste in accordance with Federal, State, and local regulations and as referenced in J-0200000-03.</p> <p>Control all generated waste until removed for storage and disposal, including placing waste in non-leaking containers in accordance with J-0200000-05 using containers that are compatible with the waste, and keeping containers closed at all times except when adding/ removing wastes.</p> <p>Properly mark all waste in accordance with Federal, State, DOT and Local Regulations (49 CFR 172, 173,178,179, 40 CFR 265.</p> <p>Transfer of Solids: The Contractor Shall:</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>Conduct any container-to-container transfer of paint, blast grit, or scraping/grinding debris in a manner to minimize the possibility of spills and releases to the environment.</p> <p>Keep all containers closed at all times except during additions and or transfer of contents.</p>
2.10.9.1 (Cont.)	Waste Hazardous Material (WHM) Hazardous Waste (HW) Polychlorinated Biphenyls (PCB) Solid Waste (SW) Accumulation, Disposal, And Compliance	<p>HW Turn In for Disposal: The Contractor Shall:</p> <p>Coordinate with the NNSY Environmental Coordinator prior to and during the generation of HW to determine requirements for collection, packaging, and labeling of the waste in question.</p> <p>Prepare HW for turn in as instructed by the NNSY Environmental Coordinator.</p> <p>Coordinate with the NNSY Environmental Coordinator and ensure HW is transferred to a storage site approved by NNSY Code 106.322 within 3 days of process completion or accumulation in excess of 55 gallons.</p> <p>THIS TRANSFER OF HW WITHIN THE REQUIRED 3 DAY TIME FRAME MUST OCCUR WITHOUT EXCEPTION.</p> <p>Containers: The Contractor Shall:</p> <p>Empty metal cans, drums, or containers which have no free-flowing liquid or residues of RCRA listed wastes can be recycled as scrap metal by the contractor.</p> <p>Dispose of Non-Hazardous solidified residues over 1/4" deep inside containers in accordance with Federal, State and local requirements.</p> <p>Turn over containers with listed waste residues over the EPA specified amount to Code 106 for disposal per NAVYSHIPYDNORINST P5090.2, Volume II: Chapter 38.</p> <p>WHM Manifests/Shipping Documents. The Contractor Shall: Provide copies of all Department of Transportation (DOT) manifests and associated forms at time of shipment and a copy of the return manifest within 30 days of receipt by the owner or operator of disposal facility to the KO IF REQUIRED. A copy of the disposal certificate is required within 100 days of receipt by the owner or operator of the disposal facility or 30 days prior to the completion of the contract (if applicable).</p>
2.10.9.2	Control And Reporting Of Hazardous Materials (HM) Usage	<p>The Contractor Shall:</p> <p>1) Submit to NNSY Code 106.21, and the KO, a Material Safety Data Sheet (MSDS) for all hazardous materials, as defined in section 1200</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>of reference 29 CFR, brought into NNSY. The MSDS shall be delivered prior to the material entering NNSY.</p> <p>2) Submit a report listing MSDSs grouped by hazard category, with amounts planned for use at NNSY, to NNSY Code 106.31 and the KO.</p> <p>3) NNSY Code 106 will review the MSDSs for chemicals prohibited at NNSY to ensure paints meet the Hazardous Air Pollutant (HAP) limits of the Clean Air Act NNSY Title V Permit, Emergency Planning and Community Right-to-know Act (EPCRA), and National Emission Standard for Hazardous Air Pollutants (NESHAP) Regulations.</p> <p>4) Ensure labels on HM containers are not removed or defaced. Each container of hazardous materials shall be labeled, tagged or marked with the information below. This labeling requirement also applies to any container into which the hazardous materials are transferred.</p> <ul style="list-style-type: none"> o Identity of the hazardous material(s). o Appropriate hazard warnings. o The name and address of the chemical manufacturer, importer, or other responsible party. <p>5) All HM shall be safely stored while at NNSY in accordance with applicable Federal and State regulations, and in areas approved by the KO and NNSY Code 106.</p> <p>6) All HM shall be removed from NNSY when it is no longer needed to support contractor operations</p> <p>7) Submit written notification to other employer(s) whose workers may come in contact with the HM. This notification shall include any manufacturers precautionary measures needed to protect employees while in the work place during normal operating conditions.</p> <p>8) Electronically submit a Microsoft Excel version of the EPCRA database for the prior calendar year at the completion of the contract. If the contract runs past January 1, the information for the previous years work shall be submitted by January 31. J-0200000-08 describes the format and content of the database. A copy of the database may be obtained from Code 106.31. The database is to be submitted to Code 106.31 and the KO. The database addresses material that has been stored, manufactured, processed, or otherwise used in accordance with EPCRA of 1986.</p>
2.10.10	Water Pollution Control	<p>1) Discharges/flushes to the river, storm drainage system, utility tunnels, sanitary sewerage system, and Dry-dock shall be strictly controlled to maintain compliance with various NNSY operating permits.</p> <p>2) Precautions shall be taken to prevent fuels, oils, paints, thinners, paint chips, dust or related debris from entering the river or storm drain system or dry dock de-watering system.</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>3) Use of detergents and cleaning compounds for cleaning over or near the water or storm drains is not permitted without prior approval from NNSY OSHE (Code 106.31) at 396-7231. Obtain approval same as for Water Pollution Control Requirements of this Guidance J-0200000-09. Residue from sweeping, compressed air or water pressure cleaning operations shall not be allowed to enter the river or storm drain system.</p> <p>4) Liquid discharges/flushes (including potable water) shall not be directed to the river or storm drain system without written approval from NNSY Code 106. Obtain the approval by: Submit to NNSY Code 106.31 a completed J-0200000-09 (Discharge/Flush Authorization Form) at least two weeks in advance of actual work operations that will generate the liquid waste stream desired to be discharged to the river or storm drain system.</p> <p>5) During the work the liquid to be discharged shall be containerized.</p> <p>6) Upon completion of the work, sample the liquid and submit the analysis results to Code 106.31 for final discharge approval.</p> <p>7) If the liquid fails to meet permitted levels for river discharge, Code 106.31 will notify the contractor and KO so that an appropriate discharge strategy can be developed.</p> <p>8) For Sanitary Sewerage System and Collection, Holding, Transfer (CHT) system discharges/flushes:</p> <p>Do not place any additives (e.g. chemical cleaning agents) into CHT systems without the written approval from Code 106.3.</p> <p>9) Do not dump paint, thinner, paint debris or brush/roller cleanup residue of any kind into the CHT system, restroom facilities or deep sinks.</p> <p>10) Black water/gray water wastes resulting from cleaning or hydro blasting of CHT system piping/tanks shall not be directed to the sanitary sewerage system without the written approval from Code 106.323. Obtain the approval by:</p> <ul style="list-style-type: none"> ○ Submit to NNSY Code 106.323 a completed J-0200000-09 at least two weeks in advance of actual work operations that involve hydro blasting or CHT tank cleaning. Include in this notification the 24-hour telephone number(s) and the name of the contractor's project supervisor. ○ During the work the liquid to be discharged shall be containerized. ○ Upon completion of the work, sample the liquid and submit

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>the analysis results to Code 106.323 for final discharge approval.</p> <ul style="list-style-type: none"> ○ When analysis indicates that approval for discharge cannot be granted, Code 106.323 will notify the contractor and COR. All wastewater not approved for discharge through the NNSY sanitary sewerage system shall be disposed of per NAVYSHIPYDNORINST P5090.2, Volume II: Chapter 40. Submit a copy of the HRSD permit to Code 106.323 before any wastewater is taken off yard.
2.10.11	Housekeeping Requirements	<p>1) Many safety and fire hazards are caused by cluttering areas, passageways, and spaces with debris and material during work. Work areas shall be cleaned as a minimum, at the end of each shift. All dust or dirt producing operations shall be contained to the space/area of the work by using methods such as engineering controls (e.g., exhaust ventilation), shrink wrap, containments, temporary boundaries, etc. Take prompt corrective actions upon notification by the COR of unacceptable operations/conditions that degrade cleanliness. At the discretion/direction of the COR, operations may be suspended until proper corrective actions have been accomplished to return the space, area or equipment/component to the level of cleanliness that was originally established. Should the contractor fail to comply, additional contractual remediation efforts will be initiated to effectively rectify the situation in a timely manner.</p> <p>2) Work areas open to the environment shall be cleaned as a minimum, at the end of each shift to minimize the possibility that spent abrasives, paints, solvents, cleaners, anti-corrosive compounds, paint chips, scrap metal, trash, garbage, petroleum products or other debris will be released to the environment.</p> <p>3) The contractors shall provide trash receptacles as necessary to maintain good housekeeping in contractors' work areas. These receptacles shall be emptied as necessary to prevent trash from being released to the environment.</p> <p>4) There are no acceptable amounts of spent abrasives, solvents, cleaners, anti-corrosive compounds, paint chips, scrap metal, trash, garbage, petroleum products or other debris which may be released to the environment.</p> <p>5) Best management controls must be established to prevent any amount of spent abrasives, solvents, cleaners, anti-corrosive compounds, paint chips, scrap metal, trash, garbage, petroleum products or other debris from being released to the environment.</p> <p>6) When waste containers are provided by the contractor, J-0200000-05 is applicable. Information for disposal of wastes not addressed above and customer complaints concerning waste containers service should be directed to NNSY via the COR.</p>
2.10.12	PCB Control, Clean-Up And Disposal	Contractor work involving the control, cleanup and disposal of PCBs shall be accomplished in accordance with the requirements of

0200000 - Management and Administration		
Spec Item	Title	Description
		references in J-0200000-06 and J-0200000-11. Prior to performing PCB work, submit a copy of the control, methods of removal and disposal plan to the KO for review and approval.
2.10.13	Paint Removal	<p>1) Methods of control shall be utilized to protect Shipyard personnel, Tenants, Ship's Force and Shipyard equipment from exposure to airborne hazards and to prevent blast materials and paint chips from being released to the environment per references NAVYSHIPYDNORINST P5090.2 Volume II Chapters 58 and 63. All exterior chipping and blasting shall be performed with barriers and/or shrouding that fully encloses the area being prepared for preservation. Controls can include, but are not limited to, shrouding, tarpaulins, drop cloths, camels, fixed or floating platforms, barges or other suitable methods that shall be used in a manner to maximize capture and provide collection of debris and pollutants being generated.</p> <p>2) The bottom edge of free hanging barriers shall be weighted, held in place with magnets, or tied down to hold them in place during all blasting and spray painting operations.</p> <p>3) If paint removal and/or abrasive blasting operations must be discontinued due to inclement weather, the work areas must be cleaned of all abrasive blasting materials and paint removal debris immediately.</p> <p>4) Use of detergents and cleaning compounds for cleaning over or near water or storm drains is not permitted without prior approval from NNSY (Code 106.31) at 396-7231. To obtain approval complete J-0200000-09 and submit to the KO.</p> <p>5) Work areas shall be cleaned as a minimum each shift to prevent wind and rainwater runoff from carrying spent abrasives, paints, solvents, cleaners, anti-corrosive compounds, paint chips, scrap metal, trash, garbage, petroleum products, or other debris into the water. Cleanup areas contributing runoff by using mechanical or manual methods to sweep up and collect the debris.</p> <p>6) Hydro blasting operations shall follow the Water Pollution Control requirements of J-0200000-09.</p> <p>7) The use of paint strippers containing "methylene chloride" is strictly prohibited.</p> <p>8) Abrasive blasting must be contained in such a manner as to prevent unprotected personnel exposure to airborne hazards outside of the work area.</p> <p>a) In accordance with references in J-0200000-03, ensure safety and health requirements include proper containment and posting of work area; proper respiratory protection, personal protective equipment (PPE) and training; grounded ventilation and lighting; secured/covered ventilation and accesses effected by the operation.</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>b) Contain outdoor blasting operations to prevent blasting media and debris from entering the river, storm drain system, or Dry-docks without cofferdam system installed. Containers (e.g. dumpsters or drums to contain spent abrasive blast media) shall be covered at all times except when loading or unloading.</p>
2.10.13 (Cont.)	Paint Removal	<p>c) Enclosures used to contain blast dust shall be in good condition and closed to prevent dust from exiting through gaps, rips, or other openings while blasting operations are in progress.</p> <p>d) Halt blasting operations if containment enclosures are damaged or found to be ineffective until effective containment methods are put in place.</p> <ul style="list-style-type: none"> • Exhaust ventilation used within abrasive blasting enclosures shall be filtered to remove dust. • Halt blasting operations if filtration equipment is ineffective until effective filtration methods are put in place. • Conduct all storage, handling, and transfer of blast media to and from containers, tanks, vats, drums, and equipment systems in a manner that prevents spills and minimizes the release of dust. • Maintain all blasting equipment and dust capture systems in good operating condition and free from leaks. • Properly identify, label, package, and turn over all waste generated by blasting operation to on-site waste handling personnel in accordance with HM/HW Accumulation, Disposal, and Compliance requirements of NAVY OSHE Program Manual(s) NAVSHIPYDNORINST P.5090.2, Volume II Chapter 38 unless otherwise indicated by appropriate sample analysis. • If sustained wind speeds exceed 20 MPH, operations shall be frequently reviewed to ensure containment enclosures are effective. <p>9) From the aspect of potential airborne exposure to personnel assume that all paints and primers contain lead or chromium until proven otherwise. Laboratory analysis of paints shall be minimized and used only to confirm the absence of lead or chromium in areas where documentation indicates specifically that surface has been coated with non-lead/chromium paints and primers.</p> <p>10) All negative determinations for lead base paint shall be confirmed by Bulk Sample Analysis. Retain a copy of the analysis documents with the CO. (Percent by weight testing is not a substitute for TCLP testing for waste disposal).</p> <p>11) Prior to the removal of paint, lead content of paint must be</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>determined. If bulk samples are collected they must be analyzed by a laboratory accredited under the EPA National Lead Laboratory Accreditation Program (NLLAP) and that is successfully participating in the Environmental Lead Proficiency Analytical Testing (ELPAT) program. A minimum of one sample per affected surface (i.e., overhead, walls, deck, etc.) and color shall be taken and analyzed.</p> <p>12) If analysis results indicate paint contains lead, control measures to prevent exposure to lead hazards must be implemented.</p> <p>13) Prior to the removal of paint containing Lead, assess the amount of paint to be removed and plan the project.</p> <p>14) Paint debris contaminated with Lead or Chromium shall be treated as HW, controlled, and disposed of in accordance the HM/HW Accumulation, Disposal, and Compliance requirements of NAVYSHIPYDNORINST P5090.2 Volume II Chapter 38.</p>
2.10.13 (Cont.)	Paint Removal	<p>15) Use of water to reduce/eliminate dust generation during paint removal processes is required; however, minimize its use to what is necessary to accomplish reduction/elimination of dust generated, since any used in the operation must be treated as HW.</p> <p>16) Vacuum debris, clothing and all surfaces in work area with HEPA filtered vacuum. Damp wipe all tools, PPE and work area surfaces including tarps and drop cloths if they will be reused, etc.</p> <p>17) Ensure that paint debris, HEPA filters, and wipe down rags are separated from coveralls, gloves, and other disposable materials. Place them into plastic bags and label both groups as hazardous waste.</p> <p>18) Mechanical grinding and sanding shall be kept to the absolute minimum with primary reliance on impact tools and authorized chemical paint strippers for paint removal.</p> <p>19) Contractor will monitor employees as required by CFR 29 and ensure airborne levels of lead remain below 30 micrograms of lead at the work boundary IAW references in J-0200000-03.</p> <p>Contractor will provide a lead paint removal plan to the KO IAW references in J-0200000-03. Plan must include methods of control to be utilized to protect Shipyard personnel, Tenants, Ship's Force and Shipyard equipment from exposure to airborne hazards. Lead Paint Removal Plan Checklist J-0200000-10 to ensure all applicable requirements of reference NAVFAC Guide Specification (13283N) are included.</p>
2.10.14	Paint Mixing, Spray Painting and Paint Applications	<p>1) Lead paint application is strictly prohibited at NNSY with the exception of some striping paints that can only be applied by roller or brush methods. Substitutes for lead based paints are available.</p> <p>2) Control painting evolutions with explosion proof ventilation. If</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>applicable frequently test all painting evolutions performed in tightly enclosed or confined spaces by using a competent person to ensure the concentration of flammable vapors remains below 10 percent of the lower explosive limit. Prohibit hot work, open flames, and operation of spark-producing mechanisms within 25 feet of these painting evolutions.</p> <p>3) Any spills onto the land or water must be reported and cleaned up per NAVYSHIPYDNORINST P5090.2 Volume II Chapter 40.</p> <p>4) Paints and solvents shall not be mixed in areas where spillage may cause a release to either the ground or the water unless containment measures are employed. Drip pans, tarpaulins, drop cloths or other protective devices shall be used for all areas where open cans or paint mixing occurs. Spill control and cleanup equipment such as absorbent material, brooms, mops and containers must be on hand whenever painting operations are conducted.</p> <p>5) Spray painting must be contained in such a manner as to prevent air borne particulate matter from escaping the established work containment.</p> <ul style="list-style-type: none"> ○ Methods of control shall be utilized to protect Shipyard personnel, Tenants, Ship's Force and Shipyard equipment from exposure to airborne hazards and to prevent paint from being released to the environment per NAVYSHIPYDNORINST P5090.2 Volume II Chapters 58 and 63. All work shall be performed with barriers or shrouding fully enclosing the area being painted. Controls can include, but are not limited to, shrouding, tarpaulins, drop cloths, camels, fixed or floating platforms, barges or other suitable methods shall be used in a manner to maximize capture and provide collection of pollutants being generated. Contractors shall adhere to the requirements of references in J-0200000-03 if applicable. ○ The bottom edge of free hanging barriers shall be weighted, held in place with magnets, or tied down to hold them in place during all spray painting operations. ○ Work areas shall be cleaned as a minimum each shift to prevent wind and rainwater runoff from carrying spent abrasives, paints, solvents, cleaners, anti-corrosive compounds, paint chips, scrap metal, trash, garbage, petroleum products, or other debris into the water. Cleanup of areas contributing runoff shall consist of mechanical or manual methods to sweep up and collect the debris. ○ Spray painting operations must be contained in such a manner as to prevent unprotected personnel exposure to airborne

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>hazards outside of the work area.</p> <ul style="list-style-type: none"> ○ In accordance with references in J-0200000-03 ensure safety and health requirements include proper containment and posting of work area; proper respiratory protection, personal protective equipment (PPE) and training; grounded ventilation and lighting; secured/covered ventilation and accesses effected by the operation. ○ Contain outdoor spray painting operations to prevent paint from entering the river, storm drain system, or Dry-docks without cofferdam system installed ○ Enclosures used to contain spray painting operations shall be in good condition and closed to prevent material from exiting through gaps, rips, or other openings while painting operations are in progress. ○ Halt Spray painting operations if containment enclosures are damaged or found to be ineffective until effective containment methods are put in place. ○ Exhaust ventilation used within spray painting enclosures shall be filtered to remove paint over spray. ○ Halt spray painting operations if filtration equipment is ineffective until effective filtration methods are put in place. ○ If sustained wind speeds exceed 20 MPH, operations shall be frequently reviewed to ensure containment enclosures are effective. <p>6) Properly identify, label, package, and turn over all waste generated by spray painting operations to on-site waste handling personnel in accordance with HM/HW Accumulation, Disposal, and Compliance requirements of NAVYSHIPYDNORINST P5090.2 Volume II Chapter 38 unless otherwise indicated by appropriate sample analysis.</p>
2.10.15	Paint And Thinner Transfer, Handling And Storage Procedures	<ol style="list-style-type: none"> 1) Handling and transfer of paints and thinners to and from containers, tanks, vats, drums, and piping systems shall be conducted in a manner that minimizes spills and evaporative loss. 2) Spills onto the land or water shall be reported and cleaned up in accordance with the Spill Contingency and Control requirements of NAVYSHIPYDNORINST P5090.2 Volume II Chapter 40. 3) Spills of Volatile Organic Hazardous Air Pollutant VOHAP containing materials/wastes shall be cleaned up as quickly as practicable. 4) Spill contaminated clean up materials shall be promptly placed in

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>a properly labeled impervious container (e.g.: plastic bag, closed drum).</p> <p>5) Funnels, or other such devices, shall be used when appropriate to minimize the chance of spills. Spill control and cleanup equipment such as absorbent material, brooms, mops and containers shall be on hand whenever transfers or painting operations are conducted.</p> <p>6) Paint and solvent containing systems (e.g., spray systems) shall be maintained in good order to minimize chances for leaks.</p> <p>7) Containers (cans, tanks, vats, drums, and piping systems) shall be free of cracks, holes, and other defects.</p> <p>8) Storage procedures shall be in place to minimize rusting and denting of containers.</p> <p>9) Containers in storage shall be closed in leak proof containers and shall remain closed at all times except when materials are being added or removed.</p> <p>10) Paint and solvent contaminated wastes shall be transferred to a closed container with a tight fitting cover at the end of the work shift.</p> <p>11) Monthly or more frequently if conditions indicate, accomplish inspections of the transfer, handling, and storage areas. For each inspection, electronically submit a completed copy of J-0200000-12 to NNSY Code 106.31 and the KO.</p>
2.10.16	Virginia Title V Air Permitting And Regulatory Requirements For Asphalt Paving Operations	NNSY operates under a letter of agreement (LOA) with the VADEQ. These requirements are specific in how asphalt used in paving operations, should be monitored. The following are the facility wide condition limitations for all work involving paving operations at the NNSY.
2.10.16.1	Volatile Organic Compound Usage In Performance Of Paving Operations	The manufacture, mixing, storage, use or application of emulsified asphalt containing volatile organic compounds is permitted provided the annual average of volatile organic compound content for all emulsified asphalts used does not exceed 6% of volatile organic compounds by volume. This is accomplished by the KO monitoring for annual percentage of volatile organic compound used in performance of paving operations. No manufacturing, mixing, storage, use or application of liquefied asphalt of the non-emulsified asphalt type is permitted for paving operations.
2.10.16.2	Asphalt Usage	<p>The contractor Shall:</p> <ol style="list-style-type: none"> 1) Not manufacture, mix, store, or use liquefied asphalt for paving operations unless such asphalt is of the emulsified asphalt type. 2) Be permitted to manufacture, mix, store, or use cutback asphalt under any of the following circumstances:

0200000 - Management and Administration		
Spec Item	Title	Description
		<ul style="list-style-type: none"> ○ When stock pile storage greater than one month is necessary. (Stockpiling is not permitted without prior authorization from the Code 106.31 Air Program Manager). ○ When use or application during the months of November through March is necessary ○ When use or application as a penetrating prime coat or tack coat is necessary; or ○ When the user can demonstrate that there are no volatile organic compound emissions from the asphalt under conditions of normal use. <p>3) This does not preclude the manufacture, mixing, storage, use or application of heated asphalt cement as a component in asphaltic concrete mixing or for priming in surface treatment.</p>
2.10.16.3	Notification Requirements for Asphalt Paving	<p>The Contractor Shall:</p> <ol style="list-style-type: none"> 1) Provide amount of asphalt used per delivery order to the CO. 2) Provide a MSDS to the CO and Code 106.31 Air program Manager every time emulsified asphalt and cutback is used. MSDS must show the percentage of volatile organic compound content for all emulsified asphalts.
2.10.17	Asbestos Certification / Asbestos Containing Materials	<p>Items, components, or materials to be worked under this contract may involve asbestos. Other materials, especially thermal insulation, in the general work area may also contain asbestos. All thermal insulation in all work areas should be considered to be asbestos unless positively identified by laboratory analysis certifying asbestos free. The contractor shall not remove or perform work on any such materials without the proper approval of the KO. The Contractor shall not engage in any activity that would remove or damage such materials or cause the generation of fibers from such materials. The Contractor shall immediately stop all work which would generate further damage to the material, evacuate the potential asbestos exposed area, and notify the KO for resolution of the situation prior to resuming normal work activities in the affected area.</p>
2.10.17.1	Safety And Health Requirements For Control Of Asbestos Material	<p>Accomplish Asbestos work in accordance with the requirements of references in J-0200000-03. The KO's written approval of the Asbestos Abatement Plan must be received by the Contractor prior to performing Asbestos work. Submit to Code 106 a copy of the approved plan and the completed Asbestos Check Off List in J-0200000-13.</p> <p>For all Asbestos work performed, provide the COR and Code 106 with a copy of the 10 working day notification form required by NESHAPS 40 CFR 61 Subpart M, prior to performing any Class I Asbestos renovation work involving greater than 160 sq. ft. or 260 ln. ft. or any demolition of a facility.</p> <p>An Asbestos inspection must be performed by a qualified AHERA Asbestos inspector to determine the presence of any Asbestos</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		Containing Material (ACM). A copy of a written Asbestos inspection report and laboratory results must be forwarded to the KO and Code 106 for review. If material has been assumed to contain Asbestos, the Asbestos inspection and report are not required. Any material assumed to be, or identified as, Asbestos must be encapsulated / removed by a licensed Asbestos removal contractor employing licensed Asbestos personnel. See J-02000000-03 for required references.
2.10.18	Excavation Requirements	<p>Disturbance of soils at work areas may require sampling for disposal and specific requirements for handling of excavated material. Prior to beginning work operations advise Code 106.31 (396-7231), via pre-work package, of any work operations involving soil excavation. Code 106.31 should be notified in all instances where unforeseen or unusual subsurface conditions or materials are encountered, regardless of the location within the Shipyard. When such conditions are encountered the contractor will stop work until approval to proceed is obtained from Code 106. Sampling results will be incorporated into the contractor's Environmental Management Plan.</p> <p>The following requirements shall apply:</p> <ul style="list-style-type: none"> • Sampling is not required if 100 % of the excavated soils is returned to the excavated area. • Sampling is required for all waste generation. • Code 106.32 can assist, but the contractor will have primary responsibility to develop and execute the waste analysis.
2.10.18.1	Soil Storage Management	Soil storage areas shall meet the requirements of J-0200000-14 when greater than 2 cubic yards of soil is expected to be stored over a 24 hour period. When indicated by the results of the sampling plan hazardous and non hazardous waste will be kept segregated.
2.10.18.2	Soil Disposal	<p>Soil shall be characterized for disposal as follows:</p> <ol style="list-style-type: none"> 1) Small quantities/areas (less than 2 cubic yards) require a single sample which shall be used to determine contractor/ NNSY disposal. 2) Large quantities/areas (greater than 2 cubic yards) require multiple samples which shall be used to determine the contractor/NNSY disposal as follows: <p>All sample results are non-hazardous; the contractor shall be responsible for containerization and disposal per J-0200000-05.</p> <p>All sample results are hazardous; the contractor shall be responsible for loading NNSY provided disposal container for disposal by NNSY.</p> <p>Sample results are mixed, (non-hazardous and hazardous), within 21 days prior to completion of work the notify Code 106.31 there will be soil remaining. As soon as practicable the contractor shall obtain a TCLP metals composite sample and provide composite sample results of remaining soil to Code 106.31. Sample results will determine disposal requirements.</p>
2.10.19	Green Procurement Program	The Green Procurement Program (GPP) and Comprehensive Procurement Guideline (CPG) were authorized by Congress under

0200000 - Management and Administration		
Spec Item	Title	Description
		Section 6002 of the RCRA and Executive order 13101. The GPP and CPG apply to each installation and to any person contracting with the installation with respect to work performed under any contract where GPP items are purchased or used in the performance of the contract. Purchases must contain specific levels of recycled materials unless exempted due to price, performance, or availability and training is an integral part of the compliance process. The following are GPP guidelines for the NNSY.
2.10.19.1	Green Procurement Training	Code 106.31 GPP Program Manager Shall: Provide web site for training to Contractor personnel on GPP policies.
2.10.19.2	GPP Policy	<p>The Contractor Shall:</p> <ol style="list-style-type: none"> 1) Complete the Recovery Material Determination Form J-0200000-15 for all contractor-derived purchases (each item) greater than \$2,500. Submit a copy of the form to the KO and Code 106.31 GPP Manager by the 15th of each month for the prior month. 2) Provide the number of personnel trained in GPP to the KO and Code 106.31 GPP Manager each fiscal year October 1 - September 30. 3) Train personnel per the following website: http://www.ofee.gov/gp/gptraining1.asp 4) The following web sites are provided for information, as a resource for contractors to use in the selection of environmentally preferable products and services. <p>EPA is required to designate products that are or can be made with recovered materials, and to recommend practices for buying these products. Once a product is designated, procuring agencies are required to purchase it with the highest recovered material content level practicable. Suppliers of recycled content products can be found on EPA's GPG web site at http://www.ergweb2.com/cpg/user/cpg_search.cfm</p> <p>Alternate source of environmental information for products and services with reduced environmental impacts can be found on EPA's Environmental Preferable Purchasing Database at http://www.epa.gov/oppt/epp/database.htm</p> <p>Official Recycled Compliance Guide is located: http://www.dep.state.pa.us/wm_apps/recycledproducts/</p>
2.10.20	Sewage, Odor, and Pest Control	Dispose of sewage through connection to a municipal, district, or station sanitary sewage system. Notify Code 106 through the KO two weeks prior to any planned connections or required discharges. Where such system(s) is/are not available, use chemical toilets or comparably effective units, and periodically empty wastes into a municipal, district,

0200000 - Management and Administration		
Spec Item	Title	Description
		or station sanitary sewage system(s), or construct and maintain an approved type of adequate sanitary convenience for the use of persons employed on the work. Include provisions for pest control and elimination of odors.
2.11	Warranty of Services	The Contractor shall report to the KO all defects in workmanship, material, parts, or improper installation by others and found by the Contractor to be covered by a warranty prior to performing repair work. 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.
2.12	IDIQ Work	IDIQ work is identified in each applicable annex or sub-annex. IDIQ work may consist of Unit Priced Tasks (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). 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 Quantity Work (Bid Schedule) in Section B on an as needed basis.
2.12.1	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 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.
2.12.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform IDIQ work via an electronic medium with Clients 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 FSCM.
2.12.1.2	Invoicing and Receiving Payment	The Contractor shall possess the capability to invoice and receive payment for IDIQ work via an electronic medium with Clients utilizing their GPC. No partial or advance payments are provided. 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 invoice for IDIQ work completed during the preceding month.
2.12.2	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, and material 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.

0200000 - Management and Administration		
Spec Item	Title	Description
2.12.3	IDIQ Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit a 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 3) The projected quantity and costs of materials to perform the required scope of work.
2.12.3.1	Labor Requirements	The Contractor shall prepare an independent estimate for negotiation of the labor hours to be used. The estimated labor hours shall be based on industry recognized estimating criteria such as RS Means for work being ordered. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the labor hour unit price from the Schedule of Indefinite Quantity Work.
2.12.3.2	Material Requirements	Vendor quotes shall be used for determining the material estimate. Projected material requirements will include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials will not be included in the list of materials since the cost for these items were included in the labor hour unit price bid. Material prices provided by the Contractor shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall be adjusted by all discounts, burden rates, and rebates for core value or salvage value that accrue to the Contractor.
2.12.3.3	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.
2.12.4	IDIQ ELINS	Refer to J-0200000-16 for IDIQ ELINs.

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, supervision, tools, materials, equipment and transportation necessary to perform inspection, maintenance, and certification of Recovery Material Bulk Containers (RMBC) at Norfolk Naval Shipyard and other sites listed in Spec. Item 1.2 of Annex 0100000. The scope of work includes (10,000 gal) railcars, (5,000 gal) tank trailers, (1,000 and 600 gal) metal containers and (600 gal) poly tanks.

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	See J-0200000-01 for Acronyms.

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
2.1.1	Approved	As used in this contract, in conjunction with attachments in Section J, approved means has been accepted by the KO for use identification, documentation, or classification in accordance with 40 CFR or 49 CFR requirements.
2.1.2	Container	A portable enclosure, in which a material is stored, transported, treated, disposed or otherwise handled.
2.1.3	Emergency Work	The work requiring immediate action to correct or prevent loss or damage to Government property, or to eliminate hazards to personnel or equipment.
2.1.4	Equipment	For the purpose of this specification, equipment refers to the equipment necessary to perform work as required to complete a job ordered under this contract.
2.1.5	Inspect	To examine thoroughly, to view closely in critical appraisal.
2.1.6	Maintain	To keep in a state of repair and efficiency, to preserve from failure or decline.
2.1.7	Maintenance	Work which is required to repair, or maintain in an existing condition, or to repair or restore facilities to initial or usable condition by overcoming the effects of wear and tear, damage, or deterioration. New construction or alteration is not included.
2.1.8	Minor Maintenance	Includes the repairs needed to certify each container. Minor maintenance shall not exceed 4 man-hours or \$100.00 material per incident of inspection per container.
2.1.9	Repair	Work required restoring a piece of equipment, system or facility to such condition that it may be effectively and efficiently utilized for its designated purposes. Repair may be overhaul, reprocessing, or replacement of constituent parts or materials or of the entire item. Repairs may be required because of deterioration due to normal wear and tear or action by the elements that has not been corrected through maintenance or may be required due to the accidental or deliberate actions of Government or Contractor personnel.
2.1.10	Replace	To remove damaged, defective, or deteriorated materials or parts and install new materials or parts as approved.
2.1.11	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.
2.1.12	Rinsate	The solution remaining after rinsing something.
2.2	General Workmanship and Material Standards	The Contractor shall be responsible for inspecting, maintaining and certifying railcars, containers, tanks, and trailers 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. 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 safety codes, applicable requirements 40 CFR Environmental Regulations and 49 CFR Transportation Regulations, any additional local, State, or Federal regulations, and other technical requirements identified within this technical sub-annex.

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
		<p>Workmanship for maintenance and repair shall include all work necessary to complete railcar, tank and trailer restoration, including touch-up painting and operational checks. Upon completion of work, the Contractor shall ensure all systems, and equipment is free of missing components or defects which would affect the safety, appearance, or usability of the container. Repairs shall be made in accordance with the manufacturers’ specifications and guidelines, and standard 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 certify (in writing) that RMBCS are gas free, prior to performing any maintenance, leak test, or certification.</p> <p>The Contractor shall complete required forms for inspection, leak test maintenance, and certification and forward to Code 106.3 upon completion of work.</p> <p>Certifications performed on all RMBC containers, shall be documented and signed off by the Contractor's Quality Control Manager. This documentation shall be sent to Code 106.3 prior to the Government’s acceptance of the work performed.</p> <p>Maintenance or repair of all RMBC containers beyond the scope of minor maintenance shall be reported to the KO within two working days after completion of inspection. The Contractor shall provide a detailed estimate of the required repairs with the notification. The Government may order the identified repairs as a negotiated Task Order under the Labor and Material line items.</p> <p>The expiration date for certification will be stenciled on the outside of all RMBC and a copy of the documentation for certification will be attached to the container in a weather proof box.</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> <p>Specific Requirements for each item of work is described in Attachment J-1700000-02</p>

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
2.2.1	Qualifications	Technicians performing the inspections and tests specified in this contract must be registered with the DOT in accordance with 49 CFR part 107, subpart F and be familiar with DOT specification cargo tanks and must be trained and experienced in use of the inspection and testing equipment required.
2.3	Historical Repair Work	Informational Note: Refer to Attachment J-1700000-09 for historical workload of negotiated Task Orders. This information provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract.
2.5	Records and Reports	Reports are listed in Section F of the solicitation. The Contractor shall submit accurate and complete documents within the required timeframes.

1700000 – Base Support Vehicles and Equipment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP Work	N/A	N/A	N/A

1700000 – Base Support Vehicles and Equipment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4	IDIQ Work	IDIQ 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 IDIQ 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 IDIQ work will be the same as those in Spec Item 3 where applicable.	

SECTION E

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.

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.

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.

E.4 PERFORMANCE EVALUATION MEETINGS

a. The Contractor shall meet with the Government's representative at least monthly during the initial quarters 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 fifteen (15) calendar days.

b. The Government will periodically assess the Contractor's overall performance on this contract by completing a Contractor Performance Appraisal Report (CPAR). A copy of this form is available upon request. The Government may use this form to evaluate the Contractor more frequently if it becomes necessary. The Contractor will be afforded an opportunity to comment on each evaluation performed when the Government uses the CPAR. The Contractor has thirty (30) calendar days to submit written comments on unsatisfactory ratings.

SECTION F

0200000 – Management and Administration

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/ 2.2.1.2	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	As specified	KO	1	Before work commences and as requested by the KO.
0200000/ 2.3.5.1	N/A	Certificate of Insurance	As specified	KO	1	Within 15 calendar days after award.
0200000/ 2.6.6.1	N/A	Quality Management Plan	As specified	KO	1	Within 15 calendar days after award and within seven calendar days of changes.
0200000/ 2.6.6.2	N/A	QC Inspection File	Within five calendar days of completion/ termination of the contract.	KO	1	As specified
0200000/ 2.6.6.3	N/A	Quality Inspection and Surveillance Report	First work day of each month.	KO	1	Monthly
0200000/ 2.6.7	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

DELIVERABLES						
Annex/Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/2.7.2.6	N/A	Proof of Legal Residency	Prior to be admitted to site of work.	KO	1	As specified
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	As specified	KO	1	Within 15 calendar days after award and within seven calendar days of changes.
0200000/2.8.7	N/A	Personnel Security Investigation (PSI) and Fingerprint Card (FD87)	Prior to employee access to sensitive unclassified information.	KO/ Security Manager	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
0200000/2.9.4	J-0200000-05	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO	1	As required
0200000/2.9.4	J-0200000-05	Weight Handling Equipment Accident Report	Within 30 calendar day of accident.	KO	1	As required
0200000/2.9.6	N/A	Monthly On-Site Labor Report	First work day of each month.	KO	1	Monthly

DELIVERABLES						
Annex/Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/2.9.7	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
0200000/2.10.1.1	N/A	Water Conservation Plan	Within 15 calendar days after award and for changes.	KO	1	As specified
0200000/2.10.2.4	J-0200000-05	Emergency Planning and Community Right-To-Know Act (EPCRA) Report	Within 15 calendar days after contract award and not less than 10 working days prior to planned use of hazardous material.	KO	2	As specified
0200000/2.10.2.4	J-0200000-08	Contractor Hazardous Material Inventory Log	Within 15 calendar days after the end of each calendar year and at termination of the contract.	KO	2	Annually
0200000/2.10.3	N/A	Sustainable Procurement and Practices Plan	As specified	KO	1	Within 15 calendar days after award.
0200000/2.10.3	N/A	Sustainable Delivery of Services Report	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.

DELIVERABLES						
Annex/Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/2.15.2.1	N/A	IDIQ Proposal	As specified	KO	1	Within two working days after Government's Request for Proposal.

F.1 PERFORMANCE PERIOD OF CONTRACT

The contract term shall be for a period of one to twelve months commencing within 30 days from 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) (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

SECTION G - Contract Administration Data

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:

Norfolk Naval Shipyard NNSY, Portsmouth, Virginia

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 to day out of said contract.

SECTION H

SECTION H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

E-FSC

CONTRACTOR SUPPORT OF ELECTRONIC FACILITIES SUPPORT CONTRACTING (E-FSC)

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 current list of GPC users authorized to place orders with the contractor for services will be furnished by letter to the contractor from the Contracting Officer.

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.

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 each preceding 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.

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.

SECTION I

SECTION I

CONTRACT CLAUSES

See Contract Clauses at the end of this document.

SECTION J

SECTION J

SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-0200000-01	DEFINITIONS AND ACRONYMS
J-0200000-02	WAGE DETERMINATIONS
J-0200000-03	REFERENCES, INSTRUCTIONS, DIRECTIVES
J-0200000-04	INVOICING PROCEDURES

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J-0200000-04	INVOICING PROCEDURES
J-0200000-05	FORMS
J-0200000-05-01	NNSY Hazardous Material And Emergency Planning
J-0200000-05-02	NNSY Code 106 Asbestos Check Off List
J-0200000-05-03	NNSY Soil Coverage Guidance
J-0200000-05-04	NNSY Solid Waste Management
J-0200000-05-05	NNSY Sampling And Monitoring Request Form
J-0200000-05-06	NNSY Annual Epcra Hazardous Material Report
J-0200000-05-07	NNSY Discharge/Flush Authorization Form
J-0200000-05-08	NNSY PCB Disposal
J-0200000-05-09	NNSY Contract Lead Paint Removal Work Plan Contract Administrator (CA) Review Checklist
J-0200000-05-10	NNSY Transfer, Handling and Storage Procedure Inspection Form
J-0200000-05-11	Recovered Material Determination Form
J-0200000-05-12	NNSY Ballast Disposal
J-0200000-05-13	NNSY Fluorescent Light Disposal
J-0200000-05-14	Hazardous Waste Management
J-0200000-05-15	NNSY Service Interruption Request
J-0200000-05-16	CONTRACTOR INCIDENT REPORT SYSTEM
J-0200000-06	GOVERNMENT-FURNISHED PROPERTY, MATERIALS, AND SERVICES
J-0200000-07	INSTALLATION SPILL CONTROL PLAN

J-0200000-08	CONTRACTOR HAZARDOUS MATERIAL INVENTORY LOG
J-0200000-09	EXHIBIT LINE ITEM NUMBERS
Annex 1700000	
J-1700000-01	Government Owned Recover Material Bulk Containers
J-1700000-02	Unit Price Task Work Requirements
J-1700000-03	Annual Inspection, Maintenance and Certification Test for Railcars
J-1700000-04	Five Year Certification Test for 10,000 Gallon Railcars
J-1700000-05	Annual Inspection and Certification Test for 5,000 Gallon Tanker Trailers
J-1700000-06	Annual Inspection, Maintenance and Certification Test for 1,000 Gallon and 600 Gallon Metal Containers
J-1700000-07	Annual Inspection, Maintenance and Certification Test for 600 Gallon (RMBC) Poly Containers
J-1700000-08	Inspection Form for Leak Testing Bulk Containers
J-1700000-09	Historical Work (Negotiated Task Orders)

ATTACHMENT J-0200000-01 DEFINITIONS AND ACRONYMS	
Definition	Description
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.
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.
Equipment	Tangible asset that is functionally complete for its intended purpose, durable, and non-expendable.
Facility	A building or structure designed and created to serve a particular function.

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>
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.
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".
Monthly On-Site Labor Report	A compilation of all Contractor and subcontractor employee-hours involved in delivering contract services on a Government property.
Electronic Operation And Maintenance And Support Information (eOMSI)	eOMSI is a set of consultant-prepared data manuals 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 prepared following completion of new construction facility or major facility upgrade. eOMSI's typically include 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.
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 Control (QC)	A method used by the Contractor to control the quality of goods and services produced.
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.

Acronym	Title
ACO	Administrative Contracting Officer
BW	Biweekly
CDR	Contract Discrepancy Report
CIA	Controlled Industrial Area
CMMS	Computerized Maintenance Management System
COR	Condition of Readiness
DBH	Diameter at Breast Height
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
FSC	Facility Support Contract
GFE	Government-furnished Equipment
GFF	Government-furnished Facilities
GFM	Government-furnished Materials
GPWS	Guide Performance Work Statements
HCA	Head Contracting Agency
ICP	Integrated Contingency Plan
IDIQ	Indefinite Delivery Indefinite Quantity
KO	Contracting Officer
LAN	Local Area Network
M	Monthly
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
PRCSP	Permit Required Confined Space Program
PWS	Performance Work Statement
Q	Quarterly
QC	Quality Control
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
WAGE DETERMINATIONS

WD 05-2543 (Rev.-16) was first posted on www.wdol.gov on 08/05/2014

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2543
Revision No.: 16
Date Of Revision: 07/25/2014

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.03
01012 - Accounting Clerk II		15.74
01013 - Accounting Clerk III		17.61
01020 - Administrative Assistant		22.28
01040 - Court Reporter		17.11
01051 - Data Entry Operator I		11.94
01052 - Data Entry Operator II		13.90
01060 - Dispatcher, Motor Vehicle		16.01
01070 - Document Preparation Clerk		13.21
01090 - Duplicating Machine Operator		13.21
01111 - General Clerk I		12.08
01112 - General Clerk II		13.78
01113 - General Clerk III		15.47
01120 - Housing Referral Assistant		19.08
01141 - Messenger Courier		12.22
01191 - Order Clerk I		13.46
01192 - Order Clerk II		17.61
01261 - Personnel Assistant (Employment) I		16.22
01262 - Personnel Assistant (Employment) II		18.14
01263 - Personnel Assistant (Employment) III		20.23
01270 - Production Control Clerk		23.57
01280 - Receptionist		12.28
01290 - Rental Clerk		14.15
01300 - Scheduler, Maintenance		15.30
01311 - Secretary I		15.30
01312 - Secretary II		17.11
01313 - Secretary III		19.08
01320 - Service Order Dispatcher		15.37
01410 - Supply Technician		22.28
01420 - Survey Worker		13.82
01531 - Travel Clerk I		11.49
01532 - Travel Clerk II		12.26
01533 - Travel Clerk III		13.09
01611 - Word Processor I		13.38

01612	- Word Processor II	15.02
01613	- Word Processor III	16.80
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.47
05010	- Automotive Electrician	21.03
05040	- Automotive Glass Installer	20.09
05070	- Automotive Worker	20.09
05110	- Mobile Equipment Servicer	18.15
05130	- Motor Equipment Metal Mechanic	22.02
05160	- Motor Equipment Metal Worker	20.09
05190	- Motor Vehicle Mechanic	22.02
05220	- Motor Vehicle Mechanic Helper	17.13
05250	- Motor Vehicle Upholstery Worker	19.10
05280	- Motor Vehicle Wrecker	20.09
05310	- Painter, Automotive	21.03
05340	- Radiator Repair Specialist	19.10
05370	- Tire Repairer	13.37
05400	- Transmission Repair Specialist	22.02
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.48
07041	- Cook I	10.11
07042	- Cook II	11.21
07070	- Dishwasher	8.12
07130	- Food Service Worker	9.74
07210	- Meat Cutter	15.33
07260	- Waiter/Waitress	8.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	21.23
09040	- Furniture Handler	14.67
09080	- Furniture Refinisher	17.63
09090	- Furniture Refinisher Helper	14.36
09110	- Furniture Repairer, Minor	16.02
09130	- Upholsterer	18.34
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.41
11060	- Elevator Operator	11.41
11090	- Gardener	13.67
11122	- Housekeeping Aide	11.92
11150	- Janitor	11.92
11210	- Laborer, Grounds Maintenance	11.41
11240	- Maid or Houseman	8.93
11260	- Pruner	11.63
11270	- Tractor Operator	12.88
11330	- Trail Maintenance Worker	11.41
11360	- Window Cleaner	12.64
12000	- Health Occupations	
12010	- Ambulance Driver	16.84
12011	- Breath Alcohol Technician	16.09
12012	- Certified Occupational Therapist Assistant	24.34
12015	- Certified Physical Therapist Assistant	24.89
12020	- Dental Assistant	15.56
12025	- Dental Hygienist	33.25
12030	- EKG Technician	23.73
12035	- Electroneurodiagnostic Technologist	23.73
12040	- Emergency Medical Technician	16.84
12071	- Licensed Practical Nurse I	14.39
12072	- Licensed Practical Nurse II	16.09
12073	- Licensed Practical Nurse III	17.95
12100	- Medical Assistant	13.48
12130	- Medical Laboratory Technician	17.16
12160	- Medical Record Clerk	13.96
12190	- Medical Record Technician	15.61
12195	- Medical Transcriptionist	14.13
12210	- Nuclear Medicine Technologist	30.53
12221	- Nursing Assistant I	9.46
12222	- Nursing Assistant II	10.27

12223 - Nursing Assistant III	11.21
12224 - Nursing Assistant IV	12.58
12235 - Optical Dispenser	18.17
12236 - Optical Technician	15.08
12250 - Pharmacy Technician	17.33
12280 - Phlebotomist	12.58
12305 - Radiologic Technologist	25.40
12311 - Registered Nurse I	24.37
12312 - Registered Nurse II	29.81
12313 - Registered Nurse II, Specialist	29.81
12314 - Registered Nurse III	36.07
12315 - Registered Nurse III, Anesthetist	36.07
12316 - Registered Nurse IV	43.23
12317 - Scheduler (Drug and Alcohol Testing)	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.46
13012 - Exhibits Specialist II	25.36
13013 - Exhibits Specialist III	29.19
13041 - Illustrator I	20.00
13042 - Illustrator II	24.56
13043 - Illustrator III	29.80
13047 - Librarian	32.67
13050 - Library Aide/Clerk	10.41
13054 - Library Information Technology Systems Administrator	23.82
13058 - Library Technician	16.78
13061 - Media Specialist I	16.68
13062 - Media Specialist II	18.66
13063 - Media Specialist III	20.80
13071 - Photographer I	13.93
13072 - Photographer II	18.46
13073 - Photographer III	22.43
13074 - Photographer IV	24.90
13075 - Photographer V	30.14
13110 - Video Teleconference Technician	15.93
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.56
14042 - Computer Operator II	17.40
14043 - Computer Operator III	19.41
14044 - Computer Operator IV	21.57
14045 - Computer Operator V	23.88
14071 - Computer Programmer I	(see 1) 20.07
14072 - Computer Programmer II	(see 1) 24.57
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	15.56
14160 - Personal Computer Support Technician	21.57
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.24
15020 - Aircrew Training Devices Instructor (Rated)	40.21
15030 - Air Crew Training Devices Instructor (Pilot)	48.04
15050 - Computer Based Training Specialist / Instructor	32.44
15060 - Educational Technologist	29.72
15070 - Flight Instructor (Pilot)	48.04
15080 - Graphic Artist	24.28
15090 - Technical Instructor	20.94
15095 - Technical Instructor/Course Developer	25.61
15110 - Test Proctor	17.61
15120 - Tutor	17.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.54
16030 - Counter Attendant	8.54
16040 - Dry Cleaner	10.70

16070	- Finisher, Flatwork, Machine	8.54
16090	- Presser, Hand	8.54
16110	- Presser, Machine, Drycleaning	8.54
16130	- Presser, Machine, Shirts	8.54
16160	- Presser, Machine, Wearing Apparel, Laundry	8.54
16190	- Sewing Machine Operator	11.44
16220	- Tailor	12.22
16250	- Washer, Machine	9.27
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	23.51
19040	- Tool And Die Maker	24.69
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	15.55
21030	- Material Coordinator	23.57
21040	- Material Expediter	23.57
21050	- Material Handling Laborer	11.27
21071	- Order Filler	11.49
21080	- Production Line Worker (Food Processing)	15.55
21110	- Shipping Packer	13.83
21130	- Shipping/Receiving Clerk	13.83
21140	- Store Worker I	12.41
21150	- Stock Clerk	15.52
21210	- Tools And Parts Attendant	15.55
21410	- Warehouse Specialist	15.55
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	23.29
23021	- Aircraft Mechanic I	22.18
23022	- Aircraft Mechanic II	23.29
23023	- Aircraft Mechanic III	24.37
23040	- Aircraft Mechanic Helper	16.35
23050	- Aircraft, Painter	20.20
23060	- Aircraft Servicer	18.22
23080	- Aircraft Worker	19.17
23110	- Appliance Mechanic	19.24
23120	- Bicycle Repairer	14.43
23125	- Cable Splicer	23.93
23130	- Carpenter, Maintenance	19.24
23140	- Carpet Layer	18.79
23160	- Electrician, Maintenance	21.90
23181	- Electronics Technician Maintenance I	22.38
23182	- Electronics Technician Maintenance II	23.53
23183	- Electronics Technician Maintenance III	24.70
23260	- Fabric Worker	17.81
23290	- Fire Alarm System Mechanic	20.20
23310	- Fire Extinguisher Repairer	16.50
23311	- Fuel Distribution System Mechanic	20.48
23312	- Fuel Distribution System Operator	16.73
23370	- General Maintenance Worker	18.30
23380	- Ground Support Equipment Mechanic	22.18
23381	- Ground Support Equipment Servicer	18.22
23382	- Ground Support Equipment Worker	19.17
23391	- Gunsmith I	16.50
23392	- Gunsmith II	18.33
23393	- Gunsmith III	20.20
23410	- Heating, Ventilation And Air-Conditioning Mechanic	20.20
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.31
23430	- Heavy Equipment Mechanic	20.03
23440	- Heavy Equipment Operator	20.20
23460	- Instrument Mechanic	19.24
23465	- Laboratory/Shelter Mechanic	11.27
23470	- Laborer	11.27
23510	- Locksmith	19.31
23530	- Machinery Maintenance Mechanic	20.28
23550	- Machinist, Maintenance	19.32

23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	21.03
23592 - Metrology Technician II	22.04
23593 - Metrology Technician III	22.96
23640 - Millwright	25.71
23710 - Office Appliance Repairer	19.24
23760 - Painter, Maintenance	19.24
23790 - Pipefitter, Maintenance	20.23
23810 - Plumber, Maintenance	19.31
23820 - Pneudraulic Systems Mechanic	20.20
23850 - Rigger	20.52
23870 - Scale Mechanic	18.30
23890 - Sheet-Metal Worker, Maintenance	20.20
23910 - Small Engine Mechanic	19.24
23931 - Telecommunications Mechanic I	23.97
23932 - Telecommunications Mechanic II	25.18
23950 - Telephone Lineman	22.88
23960 - Welder, Combination, Maintenance	19.47
23965 - Well Driller	19.93
23970 - Woodcraft Worker	20.20
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.58
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	7.66
24620 - Family Readiness And Support Services Coordinator	13.31
24630 - Homemaker	14.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.80
25040 - Sewage Plant Operator	20.01
25070 - Stationary Engineer	20.80
25190 - Ventilation Equipment Tender	15.80
25210 - Water Treatment Plant Operator	20.01
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.96
27007 - Baggage Inspector	12.01
27008 - Corrections Officer	18.71
27010 - Court Security Officer	20.29
27030 - Detection Dog Handler	15.31
27040 - Detention Officer	18.71
27070 - Firefighter	19.65
27101 - Guard I	12.01
27102 - Guard II	15.31
27131 - Police Officer I	22.07
27132 - Police Officer II	24.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.47
28042 - Carnival Equipment Repairer	10.99
28043 - Carnival Equipment Worker	8.21
28210 - Gate Attendant/Gate Tender	14.30
28310 - Lifeguard	12.22
28350 - Park Attendant (Aide)	15.60
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.83
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	15.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.73
29020 - Hatch Tender	20.73
29030 - Line Handler	20.73
29041 - Stevedore I	19.71
29042 - Stevedore II	21.80
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	18.28
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	25.14
30030 - Cartographic Technician	26.68
30040 - Civil Engineering Technician	25.15
30061 - Drafter/CAD Operator I	18.85
30062 - Drafter/CAD Operator II	21.09
30063 - Drafter/CAD Operator III	23.52
30064 - Drafter/CAD Operator IV	28.93
30081 - Engineering Technician I	17.82
30082 - Engineering Technician II	19.79
30083 - Engineering Technician III	22.59
30084 - Engineering Technician IV	27.42
30085 - Engineering Technician V	33.54
30086 - Engineering Technician VI	40.58
30090 - Environmental Technician	21.87
30210 - Laboratory Technician	20.41
30240 - Mathematical Technician	26.68
30361 - Paralegal/Legal Assistant I	16.04
30362 - Paralegal/Legal Assistant II	19.88
30363 - Paralegal/Legal Assistant III	24.32
30364 - Paralegal/Legal Assistant IV	29.42
30390 - Photo-Optics Technician	26.68
30461 - Technical Writer I	23.10
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.17
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 2)	23.52
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.61
31030 - Bus Driver	14.66
31043 - Driver Courier	13.40
31260 - Parking and Lot Attendant	9.25
31290 - Shuttle Bus Driver	14.22
31310 - Taxi Driver	11.32
31361 - Truckdriver, Light	14.22
31362 - Truckdriver, Medium	15.59
31363 - Truckdriver, Heavy	17.75
31364 - Truckdriver, Tractor-Trailer	17.75
99000 - Miscellaneous Occupations	
99030 - Cashier	8.95
99050 - Desk Clerk	9.12
99095 - Embalmer	23.61
99251 - Laboratory Animal Caretaker I	9.86
99252 - Laboratory Animal Caretaker II	10.47
99310 - Mortician	30.76
99410 - Pest Controller	15.66
99510 - Photofinishing Worker	11.61
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.17
99810 - Sales Clerk	11.04
99820 - School Crossing Guard	11.64
99830 - Survey Party Chief	18.10
99831 - Surveying Aide	11.30
99832 - Surveying Technician	16.46
99840 - Vending Machine Attendant	12.92
99841 - Vending Machine Repairer	15.13
99842 - Vending Machine Repairer Helper	12.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks 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) 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 link 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.

ATTACHMENT J-0200000-03
REFERENCES, INSTRUCTIONS, DIRECTIVES

<u>REFERENCE</u>	<u>TITLE</u>
Code of Federal Regulations (CFR) 40	Environmental Protection Regulations
Code of Federal Regulations (CFR) 49	Department of Transportation (DOT) Regulations
COMNAVREGMIDLANT HRINST 11320.11	Fire Prevention and Protection Regulations
DON NAVSUP Publication 728	Affirmative Procurement Guide, July 2002
EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements
Emergency Planning and Community Right to Know Act (EPCRA) of 1986	
NAVSHIPYDNORINST 11450.2B (latest revision)	Contractor Operated Crane Access and Utilization With the Confines of Norfolk Naval Shipyard; Aerial Platforms ANSI/SAI A92.2-1990, ANSI/SAI A92.3-1990, ANSI/SAI A92.5-1992, ANSI/SAI A92.6-1990; OSHE/SLC.GOV 1910.66, 1910.67, and 1910.68
NAVSHIPYDNORINST 4101.2A 22 June 1981	Energy Conservation Standard
NAVSHIPYDNORINST P11320.6 29 April 1982	Fire Prevention
NAVSHIPYDNORINST P.5090.1	Environmental Protection Manual
NAVY OSHE Program Manual(s)	Chapter 15 Personal Protective Equipment
NAVSHIPYDNORINST P.5090.2, Volume II	
NAVY OSHE Program Manual(s)	Chapter 25 Man made Vitreous Fibers
NAVSHIPYDNORINST P.5090.2, Volume II	
NAVY OSHE Program Manual(s)	Chapter 27 Hazardous Material Controls and Management
NAVSHIPYDNORINST P.5090.2, Volume II	
NAVY OSHE Program Manual(s)	Chapter 38 Non-Bulk Recovery Material Control
NAVSHIPYDNORINST P.5090.2, Volume II	
NAVY OSHE Program Manual(s)	Chapter 40 Emergency & Hazardous Materials Discharge Contingency Plan
NAVSHIPYDNORINST P.5090.2, Volume II	
NAVY OSHE Program Manual(s)	Chapter 45 Bulk Recovery Material Program
NAVSHIPYDNORINST P.5090.2, Volume II	
NAVY OSHE Program Manual(s)	Chapter 51 Environmental Coordinators Program
NAVSHIPYDNORINST P.5090.2, Volume II	
NAVY OSHE Program Manual(s)	Chapter 52 Solid Waste Management
NAVSHIPYDNORINST P.5090.2, Volume II	
NAVY OSHE Program Manual(s)	Chapter 58 Water Pollution Control Plan
NAVSHIPYDNORINST P.5090.2, Volume II	
NAVY OSHE Program Manual(s)	Chapter 63 Clean Air Act (CAA) Compliance
NAVSHIPYDNORINST P.5090.2, Volume II	
NFPA 54	(2006) National Fuel Gas Code
NFPA 70	(2005) National Electrical Code
OPNAVINST 5090.1B (latest change)	

OPNAVINST 5100.23F	Navy Occupational Safety and Health Program Manual
OSHA 29 CFR	Occupational Safety and Health Regulations
P.L. 91-190	National Environmental Policy Act (NEPA) of 1969
P.L. 91-596	Occupational Safety and Health Act
Public Law 94-580	Resource Conservation and Recovery Act (RCRA) of 1976
Resource Conservation and Recovery Act (RCRA)	Section 6002 and Executive Order 13101
UFGS 23 11 23.00 40	Facility Natural Gas Piping (April 2006)
UFGS 23 52 00.00 10	Water & Steam Heating; Oil, Gas or Both (April 2006)
UFGS 23 54 16.00 10	Heating Systems, Gas Fired Heaters (April 2006)
UFGS 33 11 23.00 20	Natural Gas and Liquefied Petroleum Piping (April 2006)
UFGS 33 51 00.00 20	Natural Gas Distribution (April 2006)
UFGS 33 51 01.00 10	Gas Piping Systems (April 2006)
Virginia Department of Environmental Quality (VADEQ)	Hazardous Waste Management Regulations

ATTACHMENT J-0200000-04

INVOICING PROCEDURES

The contractor shall possess the capability to invoice and receive payment for IDIQ work via an electronic medium with clients utilizing their GPC. The contractor shall submit a payment schedule for all firm-fixed price work for approval by the Contracting Officer as referenced in Section G. A separate invoice shall be submitted for each task order. No partial or advance payments are provided. Sample Invoice Form will be provided after award.

ATTACHMENT J-0200000-05

FORMS

ATTACHMENT J-0200000-05-01

NNSY HAZARDOUS MATERIAL AND EMERGENCY PLANNING

CONTRACTORS HAZARDOUS MATERIAL (HM) AND EMERGENCY PLANNING AND COMMUNITY RIGHT TO KNOW ACT (EPCRA) REPORTING FORM					
CONTRACTORS NAME:					
POINT OF CONTACT / PHONE NUMBER:					
SUBCONTRACTORS NAME/ PHONE NUMBER:					
DATE OF WORK:		BEGIN		END	
JOB LOCATION					
CONTRACTING OFFICE (IE., ROICC, PWC, SUPSHIP)					
EMERGENCY (24 HR.) POINT OF CONTACT NAME:					
				PHONE#:	
Mail form & Material safety Data Sheets (MSDS) to:					
NAVFAC MIDLANT 9742 Maryland Ave. Norfolk, Virginia 23511-3095				Phone # 757-444-3028 Fax # 757-445-9837	
Hazardous Materials Name	Manufacturer's Name	Amt. Stored on Base (Gal/Lb)	Storage Location on Base	Usage for Calendar Yr. (gal/Lb)	How will Waste be Disposed of?

ATTACHMENT J-0200000-05-02

CODE 106 ASBESTOS CHECK OFF LIST

REVIEW OF ASBESTOS REMOVAL PLANS

11/15/94

Contract # _____ Project _____

1. Was plan signed, sealed and prepared by a Certified Industrial Hygienist (CIH)? (NOTE: New contract specs may allow plan to be prepared by someone other than a CIH – check the contract spec if prepared by someone other than a CIH to see what is required.) If answer is NO, review of plan stops at this point.

2. Is CIH certificate or credentials of person preparing plan included?

Independent Laboratory

3. Is laboratory identified?

4. Is laboratory licensed in Virginia?

5. Is a copy of current license included?

6. Is a copy of the latest Proficiency Analytical Testing (PAT) round for asbestos provided?

Current published PAT round is _____.

7. Is certification that laboratory personnel that will be working on site meet current medical and training requirements included?

8. Are provisions for laboratory to report results within the time limits specified in the contract included?

9. Are limits specified in 29 CFR 1926.1101 specified for the work to be performed? Negative Pressure Enclosures – 0.1 f/cc and Glovebag – 0.01 f/cc. Note contract may require clearance at 0.01 f/cc.

10. Are monitoring frequency and locations correct?

Contractor

11. Is the Asbestos Contractor identified?

12. Is a copy of the contractor's current Virginia license provided?

13. Is the contractor's Competent Person identified?

14. Is the Competent Person licensed in Virginia?

15. Is a copy of the Competent Person's license provided?

___ 16. Will all licenses be valid throughout the course of the contract? If no, make a tickle to obtain a copy of the renewed license.

___ 17. Are contractor employees that will perform the asbestos removals identified?

___ 18. Are all identified employees licensed in Virginia as Asbestos Workers or Supervisor Equipment

___ 19. Is manufacturer's data for vacuums and ventilation equipment included?

___ 20. Are dioctylphalate (DOP) test certificates provided for each piece of equipment?

___ 21. Were the test conducted within the last 90 days?

___ 22. Will the asbestos removal be done within the DOP test period for the equipment? If yes, make a tickle to obtain updated test certificates.

___ 23. If rental equipment will be used on the job, is a copy of the notification that the equipment will be used for asbestos included?

Work Procedures

___ 24. Is a sketch of the asbestos work area provided?

___ 25. If glovebags are used are glovebag work procedures that meet the requirements of 29 CFR 1926.1101 included?

___ 26. Does the plan require a 24 hour guard at the regulated area or is the regulated area built of structural materials?

___ 27. Does plan require smoke testing of containments and glovebags?

___ 28. Does the plan provide for monitoring of the negative pressure in Negative Pressure Enclosures?

Miscellaneous

___ 29. Is the Asbestos Landfill identified?

___ 30. Is EPA/state approval for landfill provided?

___ 31. Is a properly completed copy of the EPA/Virginia notification included?

___ 32. Does the plan require all bags of asbestos waste to have the contract number and contractor's name on them?

___ 33. Does the plan adequately protect shipyard personnel and property?

Check list completed by: _____

Date: _____

A COPY OF THIS CHECK LIST WILL BE FILED WITH THE REMOVAL PLAN IN THE CODE 106 OFFICE.

ATTACHMENT J-0200000-05-03

SOIL COVERAGE GUIDANCE

The construction of the soil storage area shall be as follows:

Plastic sheeting shall be laid on the ground surface prior to any soil collection.

Hay bales, or similar structure, will be placed around the perimeter of the storage area.

The ground cover plastic will be placed up and over the hay bales at the perimeter and anchored with a heavy object (brick, rock, lumber).

The entire pile must be covered with plastic at all times the soil pile is not being actively worked to prevent collection of potentially hazardous rainwater.

Holes in any plastic should be repaired, or the entire sheet replaced.

ATTACHMENT J-0200000-05-04

SOLID WASTE MANAGEMENT

DEFINITIONS

Solid Waste: For purposes of the waste management program, solid waste shall be categorized as material for disposal in a landfill or incinerator (for energy recovery such as SEPSA), or as waste materials for salvage or resale, salvage for reuse, or recycling.

Recyclable Materials: Products and materials that can be recovered and remanufactured into a new product. Recyclable materials include, but are not limited to, the following:

Metals (ferrous and non-ferrous), including banding, metal studs, ductwork, piping

Asphalt

Concrete, including concrete compression test cylinders, and rubble

Land clearing and grubbing debris, dirt and soil

Gypsum board

Paper and cardboard

Wood products, including crates and pallets

Brick and masonry

Carpet and padding

Plastics

Aluminum, including beverage cans

Copper wiring

Mechanical and electrical products and equipment

Recycling Facility: A business that specializes in collecting, handling, processing, distributing, or remanufacturing waste materials such as those generated by this project, into products or materials that can be used by others.

Salvage and Reuse: Existing usable product or material that can be saved and reused in some manner on the project site. Materials that can be salvaged and reused must comply with the applicable technical specifications and include, but are not limited to, the following:

Dimensional lumber and other wood products

Metal scrap

Structural steel items

Mechanical or electrical equipment

Gypsum board

Brick and masonry

Salvage for Resale: Existing usable product or material that can be saved and removed intact (as is) from the project site to another site for resale to others without re-manufacturing.

Trash: Product or material unable to be salvaged for resale, salvaged and reused, returned, or recycled.

SOLID WASTE MANAGEMENT

General Intent: The Contracting Officer is concerned with the polluting effect, on the local environment, associated with waste generated by this project being sent to a landfill or SEPSA incinerator. Therefore, it is the intent of the Contracting Officer, to the greatest extent practical and economically feasible, to provide for affirmative procurement requirements IAW reference 2.12, that all solid waste materials generated be salvaged for resale, salvaged and reused, or appropriately recycled, rather than transported to a landfill, and control and dispose of solid waste IAW reference 2.13.

An effective waste management program will benefit the Contractor through reduced landfill tipping fees and reduction in material usage.

3) Waste Management Operations: Take a pro-active, responsible role in management of waste and require all subcontractors, vendors, and suppliers to participate in the effort. Establish a management program that includes, but is not limited to:

Salvage for resale

Salvage and reuse

Recycling

Disposal

Minimizing Packaging Waste

4) Salvage and Reuse: Salvage and reuse is a better waste management method than recycling because little or no reprocessing is necessary, thus less pollution is created when items are reused in their original form. Therefore, a diligent effort shall be made to salvage and reuse products and materials. Waste materials that cannot be salvaged and reused, and have value as being recyclable, shall be recycled. Only trash shall be transported to a landfill or SEPSA incinerator. The Contractor shall be responsible for implementation of any special programs involving rebates or similar incentives related to recycling waste for this project. Revenues or other savings obtained for recycling or returns shall accrue to the Contractor.

5) Solid Waste Management Plan: Perform a waste analysis to determine the types and quantity of waste anticipated and identify salvage for resale, salvage and reuse, recycling and disposal options available. Within 30 days after contract award and prior to performing work, submit a Waste Management Plan for review and approval. The Solid Waste Management Plan shall include the following:

- a) Project waste analysis.
 - b) Landfill or incinerator name, address and phone number, tipping fee amounts, projected cost of disposing of all trash and waste materials in the landfill or incinerator as if there would be no salvage or recycling on this project.
 - c) A list of waste materials that will be salvaged for resale and salvaged and reused, and the recycling facilities that will be utilized.
 - d) Anticipated net cost savings determined by subtracting the cost of separating and recycling from the following:
 1. Revenue from the sale of salvaged for resale products and materials.
 2. Revenue from the sale of recycled products and materials.
 3. Landfill or incinerator tipping fees saved due to diversion of materials to recycling.
 - e) Description of the means by which waste materials, selected for recycling, will be protected from contamination and a description of the means to be employed in recycling waste materials so they will be consistent with the requirements for acceptance by the recycling facilities.
 - f) Description of the means of transportation of recyclable materials and the destination of the materials.
- 6) Transportation of Recyclable Materials: Contractor must comply with all federal, state, and local environmental regulations and laws, including, but not limited to, the following:
- a) DOT requirements for 49 CFR 173 and 178.

EXECUTION

1. Program Implementation And Monitoring: Implement and maintain, for the duration of the project, the solid waste management program. Establish a method of documenting and monitoring the program, and submit a report by the 10th of the next month for the prior month with each application for payment that includes the following:

- a) Amount and type of material that is recycled, by weight, including the means of transportation and the destination.
- b) Amount and type of material disposed of in a landfill or SEPSA incinerator, by weight.
- c) Earned revenue and the savings projected from tipping fee savings.
- d) Cost benefit to the Project and general effectiveness of the program.

Salvage And Reuse: Encourage the practice of efficient waste management when using, sizing, cutting, and installing the products and materials required for this project, and reuse as many discarded original materials as possible (that would traditionally become waste) that are within the limits of other specification requirements concerning material quality.

Separation Of Recyclable Waste Materials: Provide the necessary containers and bins, to facilitate the solid waste management program, that are clearly and appropriately marked with Contractor Name and acceptable waste. Prevent contamination of recyclable materials from non-compatible products and materials. Separate waste at the project site by one of the following methods:

Source Separated Method: Waste products and materials, that are recyclable, are separated from trash and sorted into appropriately marked separate containers and then transported to the respective recycling facility for further processing. Trash is transported to a landfill or SEPSA incinerator.

Co-Mingled Method: All waste is placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed and the remaining trash is transported to a landfill or SEPSA incinerator.

Other methods that are proposed by the Contractor and approved by the Contracting Office.

ATTACHMENT J-0200000-05-05

SAMPLING AND MONITORING REQUEST FORM

Name:
Code:
Phone:
FAX:
Date:

Code 106.323 USE ONLY
Date Received:
Date Completed:
106 -

THE FOLLOWING TYPES OF DATA IS PROVIDED TO REQUEST AND SCHEDULE								
		SAMPLING / MONITORING						
Description of Project:								
Type Of Material:								
Specific Analysis Required:								
Point of Contact:								
<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Code</th> <th style="width: 40%;">Phone/FAX</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Name	Code	Phone/FAX			
Name	Code	Phone/FAX						
Program Code:	I.D. No.							
PIN No.								
LOCATION: (Be Very Specific) :								
PRIORITY ASSIGNED:	106.323:	LAB:						
Priority (1) = 1 - 5 working days, <u>with overtime</u>	_____	_____						
Priority (2) = 6 - 15 working days								
Priority (3) = 16 - 20 working days								
COMMENTS:								
JOB ORDER NUMBER (All programs must have a JOB ORDER NUMBER)								

J.O. #	J.O. #	
PROGRAM MANAGER:		
Name	Code	Phone/Ext.

ATTACHMENT J-0200000-05-06

ANNUAL EPCRA HAZARDOUS MATERIAL REPORT

Information for EPCRA reporting is provided to the Environmental Office at Norfolk Naval Shipyard via the EPCRA Database. The information is input by the tenant or contractor into a table in Microsoft. Below is the structure for the database table. It shows the names to be used for the different data fields, the size of the field, and the type of data stored in each field. The following page gives more explicit instructions as to the data that will be entered into each field.

1.2 STRUCTURE FOR EPCRA DATABASE

Field	Field Name	Type	Width	Dec	Remarks
1	ACTIVITY	Text	45	0	Name of Activity
2	POC	Text	25	0	Point of Contact (Last Name, First Initial)
3	PHONE	Text	10	0	Phone No. for POC (Incl. Area Code, No "(", ")", or "-" 's)
4	PROD_NM	Text	70	0	Product or Trade Name per Label or MSDS
5	MFR_NM	Text	50	0	Manufacturer's Name
6	NSN	Text	13	0	National Stock Number (excluding dashes)
7	MAX_AMT	Numeric	13	2	Max Amount on Site (pounds)
8	AVG_AMT	Numeric	13	2	Average Amount on Site (pounds)
9	STOR_LOC	Text	20	0	Storage Location
10	CAS	Text	11	0	CAS No.
11	CAS_NM	Text	70	0	Chemical Name
12	PCT_WT	Numeric	6	2	Percent (by Weight) of the chemical
13	EHS	Logical	1	0	Is this CAS an EHS? (Y/N)
14	S313	Logical	1	0	Is this a Section 313 chemical or chem. category? (Y/N)
15	AMT_MFR	Numeric	13	0	Amount of the chemical manufactured if no. 14 is "Y"
16	AMT_PRO	Numeric	13	0	Amount of the chemical processed if no. 14 is "Y"
17	AMT_USE	Numeric	13	2	Amount of the chemical otherwise used if no. 14 is "Y"

NOTE: Capital letters should be used at all times.

INSTRUCTIONS FOR COMPLETION OF EPCRA DATABASE

1. ACTIVITY NAME: Name of the contractor/tenant activity
2. POC NAME: Name of the contractor/tenant activity point of contact
3. PHONE: Phone number of the point of contact
4. PRODUCT OR TRADE NAME: Product or trade name of the material as it appears on the MSDS

5. **MANUFACTURE'S NAME:** Name of manufacturer as it appears on the MSDS
6. **NSN:** National Stock Number of the item, if applicable.
7. **MAXIMUM AMOUNT ON SITE:** The maximum amount of the material on site at any given time, including both bench stock and floor stock, in pounds
8. **AVERAGE AMOUNT ON SITE:** The average amount of the material on site during the calendar year, including both bench and floor stock, in pounds
9. **STORAGE LOCATION:** The locations where the material is stored within the facility (Note any locations that need to be kept confidential)
10. **CAS:** Chemical Abstract Service Number of the hazardous chemical, as noted on the MSDS
11. **CAS NAME:** The name of chemical with the CAS number on line 10, as shown on the MSDS
12. **PERCENT:** Percent by weight of the CAS number of the chemical as shown on the MSDS
13. **EHS(Y/N):** Whether or not the CAS number appears in 40 CFR 355 as an Extremely Hazardous Substance
14. **SEC. 313 (Y/N):** Whether or not the CAS number is an EPCRA Section 313 reportable toxic chemical
15. **AMOUNT MANUFACTURED:** The amount of the CAS number produced or imported for: (a) on-site use/processing, (b) sale/distribution, or (c) as a by product, or as an impurity.
16. **AMOUNT PROCESSED:** The amount of the CAS number processed: (a) as a reactant, (b) as a formulation component, (c) as an article component, or (d) for repackaging
17. **AMOUNT OTHERWISE USED:** The amount of the CAS number otherwise used: (a) as a chemical processing aid, (b) as a manufacturing aid, (c) for ancillary or other use

ATTACHMENT J-0200000-05-07

DISCHARGE/FLUSH AUTHORIZATION FORM

A flush is defined as any evolution that sends a fluid through system piping, tanks, valves, drains etc. for the purpose of washing, emptying, testing or purifying the system. This definition includes a complete or partial filling, hydrostatic testing and draining of the system.

DISCHARGE/FLUSH AUTHORIZATION REQUEST (To Be Filled Out By The Requesting Contractor)

Ship Name:		Hull Number:	
ShipSystem/Location/Description: _____ _____ _____			
Company Requesting Discharge/Flush			
Contractor POC For Discharge/Flush		Date Request Submitted:	
Fluid To Be Discharged/Flushed:			
Fluid Additives:			
Requested Disposal Method:	River:	Dry-dock:	Sewer:
Discharge/Flush Volume (Gallons):		Normal System Fluid:	
Requested Start Date:		Estimated Completion Date:	

CODE 106 AUTHORIZATION OF DISCHARGE/FLUSH

- Discharge/Flush Is Authorized To Be Directed To The River/Storm Drain System
- Discharge/Flush Is Authorized To Be Directed To The Sanitary Sewerage System Or CHT System
- Discharge/Flush Is Authorized To Be Directed To The Drydock Floor With Cofferdam System In Place
- Discharge/Flush Is Required To Be Containerized And Disposed In Accordance With The Comments

Code 106 Comments:

Code 106 Contact:		Signature/Date:	
Phone/Beeper Number		Authorization No.:	

CONTRACTOR REPORT OF DISCHARGE/FLUSH COMPLETION

The above referenced Discharge/Flush is complete

Volume Discharged:		Date Discharge Complete:	
Contractor POC Signature/Date:			

ATTACHMENT J-0200000-05-08

PCB DISPOSAL

Contact the Environmental Coordinator prior to performing any work that is expected to generate Recovery Material /Polychlorinated Biphenyl (RM/PCB). This action will establish the area the work will be performed in, determine the proper posting requirements, determine the appropriate containers for storage/disposal of the waste, and labeling requirements in accordance with (IAW) EP Manual III-A-6.

All workers involved with removal of the PCB containing materials shall be personnel trained and qualified in PCB Awareness. Package, handle, and label PCB waste in accordance with the following instructions. Shop personnel must utilize proper personal protective equipment (PPE) for PCB work and any clothing that becomes contaminated with PCB shall be disposed of as PCB waste and disposed via the Environmental Coordinator.

Setting up a work area for PCB greater than 50ppm:

Posting- Isolate the work area with boundary tape or rope. Affix the "PCB Caution Label" to the boundary tape or rope on all sides.

Labeling- Ensure the Environmental Coordinator has labeled the collection container with "PCB Caution" labels (NAVSEA form 5090/3) and "Recovery Material Label" labels (NNSY 4410/183) prior to placing any waste into the container.

Containers- All RM/PCB will be stored in appropriate Performance Oriented Packaging (POP) with the proper POP (UN) markings on the container with watertight lids.

Ensure the area is properly posted, labeled, containers are kept closed and secured at all times except when adding waste.

When storing any PCB waste, the generator shall ensure that the date the first amount of waste is placed in a container is written on the container label as the "Date Removed from Service". To Ensure the EPA's 30-day time limit on PCB waste stored in "less than 30 day storage areas" are not exceeded; containers must be called in for pickup within 21 days of the container's "Date Removed from Service". The date the container is complete should also be reported to the Environmental Coordinator for record keeping and timely disposal.

Prior to removing liquid PCB waste C-106.32 must be notified 3 days prior to removal from service. Liquid PCB waste greater than 50 ppm must be placed in storage the same day they are generated.

ATTACHMENT J-0200000-05-09

CONTRACT LEAD PAINT REMOVAL WORK PLAN

Contract # _____ Project _____ CA _____

This checklist is not all inclusive and is provided to aid the CA in reviewing contract lead paint removal plans. Any item not 'checked' will require a reason be provided. Submit copy of approved lead plan with signed checklist to C106 prior to commencement of lead operations.

CHECKS & SUBMITTALS: (respond w/ a "✓" or "NA")

Certified Industrial Hygienist/Certified Safety Professional:

1. ___ Plan signed, sealed, prepared and/or approved, dated by Certified Industrial Hygienist (CIH) and/or Certified Safety Professional (CSP).
2. ___ Name, address, phone number of CIH or CSP.
3. ___ CIH or CSP certificate submitted.

Contractor:

1. ___ Name, address, phone number of contractor/subcontractor to perform work.
2. ___ Documentation, e.g., training certificates, showing contract employee has current annual lead training required by 29 CFR 1926.62 or 29 CFR 1915.1025/1910.1025, as applicable, is submitted.

NOTE: State Licensing, state training or other HUD or Abatement courses are not acceptable substitutes for documentation of annual OSHA training.

3. ___ If applicable, contractor employees to perform airborne monitoring under the cognizance of the CIH and/or CSP identified. If not applicable, skip to 4.
- 3.a. ___ Documentation of training, by CIH, related to airborne monitoring for those employees are included in the submittals.
4. ___ Safety, respirator programs and waste disposal plan submitted.
 - 4.a. ___ Safety program includes emergency response for the naval facility/location where work is to take place.

Laboratory:

1. ___ Name, address, telephone number of AIHA accredited laboratory.

- 2. ___ The testing laboratory firm is independent of the contractor including no employee or employer relationship which could constitute a conflict of interest.
- 3. ___ Accreditation certificate is submitted and current.
- 4. ___ ELPAT testing rounds are submitted.
- 4.a ___ Testing rounds are less than a year old.
- 4.b. ___ Testing rounds show proficiency in testing for metals and/or lead.
- 5. ___ Airborne monitoring results will be available for the CIH/CSP to review within 16 hours of sampling.

General:

- 1. ___ Description of work process(es) reference 29 CFR 1926.62 or 29 CFR 1915.1025/1910.1025 and/or OPNAVINST 5100.23, as applicable.
- 2. ___ Details of how contractor intends to prevent lead exposure, at or above 30 micrograms (mg) of lead per cubic meter (m³) of air, to shipyard/ship’s force/tenant command employees and equipment.
- 3. ___ Sketch(es) of worksite including location, size, details of lead control area(s) are submitted.
- 4. ___ Details of monitoring frequency and strategy, including worksite release.
- 5. ___ Contractor to forward sampling results/reports to the CA in 3 working days.
- 5.a. ___ Report will be signed by persons who performed the monitoring, analysis and the CIH/CSP.
- 5.b. ___ CA will forward copies of results/reports to C106 upon receipt.
- 6. ___ CA will be contacted immediately if monitoring results at the work boundary equals or exceeds 30 mg/m³.
 - 6.a. ___ CIH/CSP will identify cause of high airborne levels.
 - 6.b. ___ CA must approve of corrective actions prior to contractor resuming work.
- 7. ___ ‘Negative exposure assessments’ and requests to cease monitoring will be forwarded to C106 via the CA for approval.
- 8. ___ MSDSs for the hazardous materials to be used during work are submitted.
- 8.a. ___ CA will forward copies of MSDSs to C106 upon receipt.

Contract Administrator: _____ (signature/code) _____ (date)

Phone Number: _____ Email Address: _____

Plan Approval Date: _____ Estimated Start Date: _____

ATTACHMENT J-0200000-05-10

TRANSFER, HANDLING AND STORAGE PROCEDURE INSPECTION FORM

COMMAND/SHOP: _____ AREA INSPECTED: _____

POC: _____ PHONE/FAX: _____

MARINE COATING OPERATIONS IN PROGRESS __ YES __ NO (CHECK ONE)

INSPECTOR: _____ (NAME) _____ (SIGNATURE)

DATE: _____

	YES/NO	COMMENTS
Are containers of paint and solvents maintained in good order? e.g.: minimal rusting and dents, no openings or leaks		
Are solvent and paint contaminated wastes transferred to a Closed container with a tight fitting cover at the end of each shift?		
Are paint and solvent containing systems (e.g.: spray systems) maintained in good order to minimize chance of leaks?		
Are containers of paint and solvent, (material and waste) kept closed unless material/waste is being added/removed from the container?		
Are funnels or other such devices/practices used to minimize chance of paint/solvent (material or waste) spillage?		
Are spills cleaned up immediately, and are spill contaminated wastes properly containerized?		

NOTES:

1. Work practice inspections to be performed at least monthly for each area where marine coating operations are performed.
2. Bring any findings to the immediate attention of work leader/shop supervisor, if it can be done so safely.
3. Describe finding and corrective actions taken in comment section. Use additional comment section if more space is needed.
4. All completed inspection forms are to be maintained by the shore environmental staff.

ADDITIONAL COMMENTS:

ATTACHMENT J-0200000-05-11

RECOVERED MATERIALS DETERMINATION FORM

This form is to be completed by the procurement originator when EPA-designated items included in the Green Procurement Program for Recovered Materials are being procured from outside vendors. For questions on whether the product counts as “EPA-designated” or what the required recycled content is, refer to product descriptions on EPA’s website at www.epa.gov/cpg/products . The completed form becomes part of the contracting office contract file.

Procurement Request / Project No. _____

The EPA-designated items being procured are:

- | | | |
|---|---|---|
| <input type="checkbox"/> Building insulation | <input type="checkbox"/> Binders
(paper, solid plastic or plastic covered) | <input type="checkbox"/> Playground surfaces |
| <input type="checkbox"/> Polyester carpet | <input type="checkbox"/> Plastic presentation folders | <input type="checkbox"/> Park and recreational furniture |
| Cement & concrete containing: | <input type="checkbox"/> Plastic file folders | <input type="checkbox"/> Running tracks |
| <input type="checkbox"/> Coal fly ash | <input type="checkbox"/> Plastic clip portfolios | <input type="checkbox"/> Playground equipment |
| <input type="checkbox"/> Ground granulated blast furnace slag | <input type="checkbox"/> Plastic clipboards | <input type="checkbox"/> Traffic barricades |
| <input type="checkbox"/> Cenospheres | <input type="checkbox"/> Office furniture | <input type="checkbox"/> Traffic cones |
| <input type="checkbox"/> Silica fume | <input type="checkbox"/> Office recycling containers | <input type="checkbox"/> Parking stops |
| <input type="checkbox"/> Flowable fill | <input type="checkbox"/> Office waste receptacles | <input type="checkbox"/> Plastic fencing (snow or erosion control, safety barriers) |
| <input type="checkbox"/> Latex paint | <input type="checkbox"/> Plastic desktop accessories | <input type="checkbox"/> Channelizers |
| <input type="checkbox"/> Floor tiles | <input type="checkbox"/> Plastic envelopes | <input type="checkbox"/> Delineators |
| <input type="checkbox"/> Laminated paperboard | <input type="checkbox"/> Plastic trash bags | <input type="checkbox"/> Flexible delineators |
| <input type="checkbox"/> Patio blocks | <input type="checkbox"/> Printer ribbons | <input type="checkbox"/> Rebuilt vehicular parts |
| <input type="checkbox"/> Shower & restroom dividers/partitions | <input type="checkbox"/> Toner cartridges | <input type="checkbox"/> Engine coolants |
| <input type="checkbox"/> Structural fiberboard | <input type="checkbox"/> Newsprint | <input type="checkbox"/> Re-refined lubricating oils |
| <input type="checkbox"/> Railroad grade crossing surfaces | <input type="checkbox"/> Commercial/industrial sanitary tissue products | <input type="checkbox"/> Retread tires |
| <input type="checkbox"/> Garden and soaker hoses | <input type="checkbox"/> Printing and writing papers | <input type="checkbox"/> Sorbents |
| <input type="checkbox"/> Lawn and garden edging | <input type="checkbox"/> Paperboard and packaging | <input type="checkbox"/> Awards and plaques |
| <input type="checkbox"/> Landscaping timbers and posts (plastic lumber) | | <input type="checkbox"/> Mats |
| | | <input type="checkbox"/> Signage |

- Hydraulic mulch Tray liners Strapping
- Compost from yard trimmings or food waste Industrial drums Pallets
- Modular threshold ramps Bike racks Blasting grit
- Nonpressure pipe Roofing materials

EPA recycled content requirements have been met for this procurement action.

**** OR ****

The following EPA designated guideline item is included in the specifications for project number _____, however, compliance with EPA standards is not attainable.

Item: _____

I have determined that the EPA guidelines were considered and determined inapplicable, based on the following:

Item is not available within a reasonable period of time.

Need date: _____ Date available: _____

Item fails to meet a performance standard in the specifications.

Describe the standard and why it is needed: _____

Describe how the guideline item fails to meet the standard: _____

Item is not available from 2 or more sources.

Market research was performed by calling _____(insert number) vendors, but only _____ (enter name) was able to supply the item.

Item was only available at an unreasonable price (i.e., recycled item is more expensive).

Price of recycled item: _____

Price of non-recycled item: _____

This determination is made in accordance with FAR 23.405(c).

Technical OPR - Signature and Office Symbol Date

Concurrence - Contracting Officer Date

ATTACHMENT J-0200000-05-12

BALLAST DISPOSAL

I. PCB BALLAST

Ballast that are NOT IDENTIFIED as "PCB FREE" or "NO PCB" handle and dispose of as (PIN 650) PCB > 500 ppm .

1. Place ballast (s) in an appropriate storage container (i.e. drum).
2. Shop/Ship Environmental Coordinator call C-106.322 Dispatcher (396-7287 for turn in I.A.W. OSHE Program Manual Chapter II-38 Non Bulk Recovery Material Control as (PIN 650) PCB > 500 ppm within 24 hours of removal.

WARNING: Ballast identified as "No PCB" may contain PCB's up to 50 ppm, ballast identified as "NO PCB" handle and dispose of as (PIN 650B) PCB $\geq 1 < 50$ ppm.

1. Place ballast (s) in an appropriate storage container (i.e. drum).
2. Shop/Ship Environmental Coordinator call C-106.322 Dispatcher (396-7287 for turn in I.A.W. OSHE Program Manual Chapter II-38 Non Bulk Recovery Material Control as (PIN 650B) PCB $\geq 1 < 50$ ppm .

II. NON - PCB BALLAST

Ballast marked "PCB FREE" or marked with these military specifications, MIL-F-16377/44-001 and MIL-F-16377/45-001 are dry type ballast(s), handle and dispose of as "PCB FREE" PCB < 1 ppm

1. Double bag in green poly.
2. Mark the outer bag PCB FREE, PCB < 1 ppm, shop/project point of contact, and phone number.
3. Place the bag of ballast (s) in a black dumpster for disposal as solid waste.

III. LEAKING BALLAST

For leaking ballast (s), where leakage has not run off the ballast, this is considered "minor seepage" and is not a "PCB SPILL". Assume leaking ballast (s) contains PCB > 500 ppm until proven otherwise.

1. Place ballast (s) in an appropriate storage container (i.e. drum).
2. Shop/Ship Environmental Coordinator call C-106.322 Dispatcher 396-7287 for turn in I.A.W. OSHE Program Manual Chapter II-38 Non Bulk Recovery Material Control as (PIN 650) PCB >500 ppm within 24 hours of removal/analysis determination. Only qualified personnel are to take PCB samples.

For leaking ballast (s), where leakage has run off the ballast onto the fixture, or dripped onto the floor or deck this is a "PCB SPILL" and the Fire Department must be called (911) for cell phones 396-3333. Do not handle the ballast. The PCB Program Manager will provide guidance on how to handle the spill, spill materials, etc...

IV. FIXTURES

The remaining light cover and frame work are scrap metal, dispose in green dumpsters.

- V. OTHER - Ballasts are identified with markings on a label or stamped into the metal casing. For questions contact Program Manager, Matt Peppers @ 396-4403. Personnel must be PCB worker qualified to perform the work of this section. Contact C-900T

James Kasey @ 6-4895/4980 for PCB training information.

ATTACHMENT J-0200000-05-13

FLUORESCENT LIGHT DISPOSAL

Fluorescent lights will be handled as a Hazardous Waste; the Shipyard will no longer dispose of small quantities of fluorescent lights in open containers.

There are two types of fluorescent lights, regular duty and rough service. The rough service fluorescent light is protected by a thin plastic shell that encases the tube.

Fluorescent lights WITHOUT the plastic shell will be turned over to Code-106.32 by calling 396-7287 to coordinate delivery to Building 281. The Outage Verification Log for this waste stream is required for transferring custody to C-106 personnel.

Prior to transporting the fluorescent lights, double bag / wrap in poly or place in the manufacture's original container. The Process Identification Number (PIN) is not required for this waste stream, C-106 assigns the PIN after crushing.

Fluorescent lights WITH the plastic shell will be turned over to Code-106.32 by calling 396- 7287 to coordinate delivery to Building 281. The Outage Verification Log for this waste stream is required for transferring custody to C-106 personnel.

Prior to transporting the fluorescent lights, call 396-7287 to obtain disposal container, or place in the manufacture's original DOT approved performance oriented package. Use Process Identification Number (PIN) 1416 to identify this waste stream.

Fluorescent lights BROKEN use PIN 943 "Mercury contaminated Debris, Hg > 260ppm."

Sodium vapor lights INTACT OR BROKEN use (PIN) 1434 "Sodium Vapor Lamps W/ Mercury & Lead."
Mercury vapor lights INTACT OR BROKEN use (PIN) 943.

ATTACHMENT J-0200000-05-14

HAZARDOUS WASTE MANAGEMENT

The purpose of this instruction is to provide guidance to sample for hazardous constituents. Identification of waste shall be accomplished by analyzing for the following properties as a minimum: Toxicity Characteristic Leaching Procedure (TCLP) metals and where applicable ignitability, and corrosively for liquid waste.

The contractor shall identify all work activities which will generate hazardous waste. The contractor shall conduct testing for hazardous constituents and submit results to the contracting officer prior to beginning work operations. The contracting officer shall contact the cognizant Environmental Coordinator and provide a copy of the laboratory results to Code 106 prior to performing any work that is expected to generate Recovery Material /Hazardous Waste (RM/HW). This action is mandatory to identify the work area where RM/HW will be generated; establish and properly post any accumulation areas, as applicable; determine the appropriate containers for storage/disposal of the waste and labeling requirements in accordance with (IAW) OSHE Chapter II-38.

All Hazardous Waste/Recovery Materials will be stored in contractor provided UN Performance Oriented Packaging (POP) containers with watertight lids IAW OSHE Chapter II-38. The storage areas are authorized by Code 106.321 and the containers should be labeled IAW OSHE Chapter II-38. The Environmental Coordinator shall ensure the area is properly posted, outage date entered on label, and the contractor shall ensure containers are kept closed and secured at all times except when adding waste. Upon completion of packaging the Environmental Coordinator should be contacted for disposal requirements. The Environmental Coordinator must notify Code 106 on the same day the drum is filled. Material in excess of 55 gallons in Satellite Accumulation Areas cannot be stored for longer than 72 hours.

The government will dispose of all Polychlorinated Biphenyls /hazardous waste. The contractor will dispose of all other wastes.

ATTACHMENT J-0200000-05-15

NNSY SERVICE INTERRUPTION REQUEST

Subj: REQUEST FOR UTILITIES OUTAGE

Ref: (a) PWCINST 11310.5

1. As set forth in reference (a), an outage is requested.

Contract No. _____

Title: _____

Contractor: _____

PAR: _____

(Contractor shall fill out all information below and return to the Government Representative)	
Description of work to be accomplished: _____ _____ _____	
Boundaries of work: _____ _____	
Expected start date: _____	Days Required: _____
Expected completion date: _____	
Requested by: _____	Date: _____

Authorized by: _____ Date: _____

Work completed : _____

ATTACHMENT J-0200000-05-16
Contractor Incident Report System (CIRS)
[See Attachment J-0200000-05-16 \(CIRS\)](#)

ATTACHMENT J-0200000-06
GOVERNMENT-FURNISHED PROPERTY, MATERIALS, AND SERVICES

ATTACHMENT J-0200000-07 INSTALLATION SPILL CONTROL PLAN
--

Spill Control Plans or(WEB SITE) will be provided after award

ATTACHMENT J-0200000-09
EXHIBIT LINE ITEM NUMBERS

ELINS ATTACHED – SEE EXCEL DOCUMENT

ATTACHMENT J-1700000-01
GOVERNMENT OWNED RECOVER MATERIAL BULK CONTAINERS
INVENTORY

Description	Quantity
Rail Car (10,000 Gallon Capacity)	30
Tank Trailers (5,000 Gallon Capacity)	1
Metal Containers (1,000 Gallon Capacity)	12
Metal Containers (600 Gallon Capacity)	17
Poly Containers (600 Gallon capacity)	21

ATTACHMENT J-1700000-02
UNIT PRICE TASK WORK REQUIREMENTS

<p>Annual Inspection, Maintenance and Certification Test of 10,000 Gallon Railcars</p>	<p>The Contractor Shall:</p> <p>Perform the following requirements in accordance with Attachment J-1700000-03, Annual Inspection, Maintenance and Certification Test for Railcars. Complete attachment form and forward to Code 106.3 within two work days upon completion of work.</p> <ol style="list-style-type: none"> (1) Structure - Inspect outside of tank for cracked welds. Inspect accessible area of body bolsters, center plate, side and center sills, and crossbeams for cracked welds or any broken structural member. Inspect entire outside of tank and truck for rust spots requiring repainting. (2) Couplers/Yokes - Inspect for cracks, wear, missing or broken knuckle pin or parts. (3) Coupling Levers - Inspect to insure there are no bent or broken coupling levers and ensure their operational capability. (4) Brake Hoses - Inspect all air brake hoses for damaged, deteriorated worn or missing parts. Ensure there are no bent worn, broken, or missing brake line bracket supports. (5) Air Brake System - Inspect air brake shoes for proper thickness. Check for air leaks to ensure there are no loose or defective fittings. Inspect entire brake linkage to ensure there are no bent, broken, missing, worn pins, bolts, rods, guides and levers. (6) Hand Brake - Operate the hand brake to determine it will hold and let the equipment move in either direction on a 3 degree grade. (7) Trucks - Inspect trucks to ensure broken springs do not exist. Inspect wheels for wear, flat spots, chips, flange wear, cracks, looseness of axle-pin or securing devices. Inspect bearings for discoloration due to heat. Check noise, vibration, and lubrication. (8) Handrails, Walkways, and Ladder - Inspect for loose, missing, bent deteriorated or misaligned members, loose bolts, rivets, broken welds, and hangers. (9) Hatches - Inspect gasket for cracks, tears, and proper sealage. Inspect covers for loose, bent or broken linkage, bolts and nuts. (10) Valves - Inspect valve assemblies for rust, freedom of movement leakage, worn or broken parts, and missing caps or plugs. (11) Leak Test - Perform a 24 hour leak test on all railcars in accordance with Attachment J-1700000-07, complete attachment and forward to Code 106.3 within 2 calendar days upon completion of work. <p>The Contractor shall perform minor maintenance on railcars to achieve certification. Minor maintenance shall include adjusting, cleaning, repairing, or replacing gate valves, valve seats, gaskets, bolt, nuts and miscellaneous parts.</p> <ol style="list-style-type: none"> (1) An additional 24 hour Leak Test will be performed whenever maintenance that could affect the integrity of the container such as maintenance of bottom discharge valve is completed on a railcar. (2) The Contractor shall complete the Inspection Form For Leak Testing of Bulking
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	Container, Attachment J-170000-08 , and turn into Code 106.3 within two working days of the completion of the testing.
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ATTACHMENT J-1700000-02
UNIT PRICE TASK WORK REQUIREMENTS (Cont.)

Five Year Certification for Railcars	<p>The Contractor shall:</p> <p>(1) Perform requirement in accordance with Attachment J-1700000-04, Five Year Certification Test for 10,000 Gallon Railcars. Complete attachment form and forward to Code 106.3 within two work days upon completion of work.</p> <p>(2) Ultrasonic (U.T.) Test to ensure thickness of tank metal meets minimum requirement for tank with inside diameter of 89" as specified in 49 CFR 179.201-2.</p> <p>(3) Hydrostatic Test - This test will be performed to ensure tank will withstand a pressure test of 5.0 (psi) pounds per square inch for a minimum of 30 minutes. Ensure relief valves are operational at 2.5 (psi).</p>
Maintenance of 5,000 Gallon Tanker Trailers	<p>The Contractor shall:</p> <p>(1) Perform requirement in accordance with Attachment J-1700000-05, Annual Inspection and Certification Test for 5,000 Gallon Tanker Trailers. Complete attachment form and forward to Code 106.3 within two work days upon completion of work.</p> <p>(2) Inspection - The Contractor shall perform the following inspection item annually:</p> <p style="padding-left: 40px;">a. All tanker trailers will be inspected annually per Department of Motor Vehicle For the State of Virginia specifications.</p> <p>(3) Maintenance - The Contractor shall perform minor maintenance on tanker trailers to achieve certification. Minor maintenance shall include adjusting, cleaning, repairing, or replacing valves, gaskets, light bulbs, detective wiring, brake linings, nuts, bolts, air lines and misc. parts.</p> <p style="padding-left: 40px;">a. A 24 hour Leak Test will be performed whenever maintenance is completed on a tanker trailer that could affect the integrity of the container such as maintenance on bottom discharge valves.</p> <p style="padding-left: 40px;">b. The Contractor shall complete the Inspection Form For Leak testing of Bulk Containers, Attachment J-1700000-08 and forward to Code 106.3 within two working days of the completion of the testing.</p> <p>(4) Annual Certification Test - The Contractor shall perform the following tests annually on the RMBC Tanker Trailer</p> <p style="padding-left: 40px;">a. Ultrasonic Test (U.T.) - Test to ensure thickness of tank metal meets minimum requirements for tank as specified in CFR 49 specification, (refer to specification plate on tanker trailer)</p> <p style="padding-left: 40px;">b. Hydrostatic Test - This test will be performed to ensure tank will withstand a pressure test of 5.0 (psi) pounds per square inch for a minimum of 30 minutes. Ensure relief valves are operational at 2.5 (psi).</p>

ATTACHMENT J-1700000-02
UNIT PRICE TASK WORK REQUIREMENTS (Cont.)

<p>Maintenance of 1,000 and 600 Gallon Metal Containers</p>	<p>The Contractor shall:</p> <p>(1) Perform requirement in accordance with Attachment J-1700000-06, Annual Inspection, Maintenance and Certification Test for 1,000 Gallon and 600 Gallon Metal Containers. Complete attachment form and forward to Code 106.3 within two work days upon completion of work.</p> <p>(2) Inspection - The Contractor shall perform the following inspection items annually:</p> <ul style="list-style-type: none"> a. Inspect the hatches and seals for watertight integrity. b. Inspect container for excessive rust and damage to outside and inside of the container. c. Inspect the bottom discharge valves for leakage, freedom of movement, broken valve stems, and packing gland leakage. <p>(3) Maintenance - The contractor shall perform minor maintenance on metal containers to achieve certification. Minor maintenance includes adjusting, cleaning, repairing, replacing bottom drain valves, rubber gaskets, bolts, nuts and misc. parts.</p> <ul style="list-style-type: none"> a. An additional 24 hour Leak Test will be performed whenever maintenance is completed on a metal container that could affect the integrity of the container such as maintenance of bottom discharge valve. b. The Contractor shall collect the Inspection Form for Leak Testing of Bulk Containers, Attachment J-1700000-08, and turn into Code 106.3 within two working days of the completion of the testing. <p>(4) Annual Certification Test - The Contractor shall perform the following annual test:</p> <ul style="list-style-type: none"> a. Ultrasonic Test (U.T.) - This ensure thickness of tank metal meets minimum requirements of the original thickness of the tank. b. Hydrostatic Test - This test will be performed to ensure tank will withstand pressure test of 5.0 (psi) pound per square inch for a minimum of 30 minutes. Ensure relief valves are operation1 at 2.5 (psi).
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ATTACHMENT J-1700000-02
UNIT PRICE TASK WORK REQUIREMENTS (Cont.)

Maintenance of 600 Gallon RMBC Poly Containers	<p>The Contractor Shall:</p> <p>(1) Perform requirement in accordance with Attachment J-1700000-07, Annual Inspection, Maintenance and Certification Test for 600 Gallon (RMBC) Poly Containers. Complete attachment form and forward to Code 106.3 within two work days upon completion of work.</p> <p>(2) Inspection - The Contractor shall perform the following inspection items annually:</p> <ul style="list-style-type: none"> a. Inspect the hatches and seals for watertight integrity. b. Inspect container for excessive rust and damage to metal supports. c. Inspect the bottom discharge valves for leakage, freedom of movement, broken or bent valve stems, and packing gland leakage. <p>(3) Maintenance - The Contractor shall perform minor maintenance on plastic containers, to achieve certification. Minor maintenance includes, adjusting, cleaning, repairing, or replacing bottom drain valves, rubber gaskets, bolts, nuts and misc. parts.</p> <ul style="list-style-type: none"> a. An additional 24 hour leak test will be performed whenever maintenance is completed on a plastic container that could affect the integrity of the container such as maintenance of bottom discharge valve. b. The Contractor shall complete the Inspection Form for Leak Testing of Bulk Containers, Attachment J-1700000-08, and forward to Code 106.3 within two working days of completion of the testing.
Leak Testing Of Railcars And Tanker Trailers	<p>The Contractor Shall:</p> <p>Perform requirement in accordance with Attachment J-1700000-08, Inspection Form for Leak Testing Bulk Containers. Complete attachment form and forward to Code 106.3 within two work days upon completion of work.</p>
Container Cleaning	<p>Cleaning shall consist of high pressure hydro-blasting of walls, scrapping, vacuuming of residual material, and rinsate. All waste generated as a result of cleaning work (including rinsate) will be disposed by the government under this work. Rinsate used will be at least the minimum required to perform sufficient cleaning of containers. Cleaning acceptance standard for each type containers is as specified below.</p> <ul style="list-style-type: none"> (1) Portable Metal/Poly Tanks. These containers range in size from 600 to 1000 gallons capacity. (2) Trailers. These containers range in size from 3000 to 5,000 gallon capacity. (3) Railcar Tankers. These containers are 10,000 gallon capacity.

ATTACHMENT J-1700000-03
ANNUAL INSPECTION, MAINTENANCE AND CERTIFICATION TEST FOR RAILCARS

Railcar Number: _____	Date: _____		
Description	Satisfactory	Unsatisfactory	Comments
1. Structure.			
2. Coupling Leavers.			
3. Couplers/Yokes.			
4. Brake Hoses.			
5. Air Brake System.			
6. Hand Brake.			
7. Trucks.			
8. Handrails, Walkways and Ladders.			
9. Hatches.			
10. Valves.			
11. Leak Test.			
12. Bollster.			
13. Stainless Steel Box Installed.			
14. Information Sign Installed on Both Sides			
15. Center Bearing			
16. Axle Bearing Plain Journal			

*Signature _____

* The person designated to sign for an action verifies based on personal observation and certifies by his/her signature that the action has been performed in accordance with the specified requirements.

** Signature _____

** The person designated by the Government verifies based on personal observation or certifies records that the inspection has been performed in accordance with the specified requirements.

ATTACHMENT J-1700000-04
 FIVE YEAR CERTIFICATION TEST for 10,000 GALLON RAILCARS

Railcar Number: _____	Date: _____		
Description	Satisfactory	Unsatisfactory	Comments
1. Ultrasonic (U.T.) Note: Attach results of U.T. to the Certification Test Form.			
2. Hydrostatic Test. Note: Attach results if recorded on separate form.			
*Signature_____			
* The person designated to sign for an action verifies based on personal observation and certifies by his/her signature that the action has been performed in accordance with the specified requirements.			
** Signature_____			
** The person designated by the Government verifies based on personal observation or certifies records that the inspection has been performed in accordance with the specified requirements.			

ATTACHMENT J-1700000-05
ANNUAL INSPECTION and CERTIFICATION TEST for 5,000 GALLON TANKER TRAILERS

Trailer Number: _____	Date: _____
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Satisfactory	Unsatisfactory	Comments	Description
			1. Man-way(s) assembly is in good condition. (Gaskets and closing devices)
			2. Rupture disc and relief valve in good condition.
			3. Closure devices in good condition. (Valves, clean-out plugs, sealing caps, rupture disc and relief valve, flange connection)
			4. Tires/wheels satisfactory by 49 CFR 393.75
			5. Lights operating satisfactory (Turn signals, clearance, 4-way flashers, running, brake)
			6. Emergency shutoff device in good condition.
			7. No bad dents, damage or corrosion areas on tank, piping or other parts of trailer.
			8. All wiring in good condition.
			9. All air lines and brakes in good condition.
			10. Ultrasonic (U.T.) Test: Tank meets minimum thickness specified for tank trailer.
			11. Hydrostatic Test: Per contract requirements.
			12. Stainless steel box installed on container.
			13. Information sign installed on both sides.

*Signature_____

* The person designated to sign for an action verifies based on personal observation and certifies by his/her signature that the action has been performed in accordance with the specified requirements.

** Signature_____

** The person designated by the Government verifies based on personal observation or certifies records that the inspection has been performed in accordance with the specified requirements

ATTACHMENT J-1700000-06
 ANNUAL INSPECTION MAINTENANCE and CERTIFICATION TEST for
 1,000 GALLON and 600 GALLON METAL CONTAINERS

Trailer Number: _____	Date: _____
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Satisfactory	Unsatisfactory	Comments	Description
			1. Man-way assembly is in good condition. (Gaskets and closing devices)
			2. Closure devices in good condition on container.
			3. No bad dents, damage or corrosion areas on tank or other parts of container.
			4. Ultrasonic (U.T.) Test meets minimum thickness of _____.
			5. 24-Hour Leak Test: Fill container 90% full.
			6. Stainless steel box installed on container.

*Signature _____

* The person designated to sign for an action verifies based on personal observation and certifies by his/her signature that the action has been performed in accordance with the specified requirements.

** Signature _____

** The person designated by the Government verifies based on personal observation or certifies records that the inspection has been performed in accordance with the specified requirements

ATTACHMENT J-1700000-07
 ANNUAL INSPECTION MAINTENANCE and CERTIFICATION TEST for
 600 GALLON (RMBC) POLY CONTAINERS

Trailer Number: _____	Date: _____
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Satisfactory	Unsatisfactory	Comments	Description
			1. Man-way assembly is in good condition. (Gaskets and closing devices)
			2. Closure devices in good condition on container.
			3. No bad dents, damage or corrosion areas on tank or other parts of container.
			4. Ultrasonic (U.T.) Test meets minimum thickness of _____.
			5. 24-Hour Leak Test: Fill container 90% full.
			6. Stainless steel box installed on container.

*Signature _____

* The person designated to sign for an action verifies based on personal observation and certifies by his/her signature that the action has been performed in accordance with the specified requirements.

** Signature _____

** The person designated by the Government verifies based on personal observation or certifies records that the inspection has been performed in accordance with the specified requirements

**ATTACHMENT J-1700000-08
INSPECTION FORM FOR LEAK TESTING BULK CONTAINERS**

Perform the following steps when leak testing a recovery material bulk container:
 A. Check all bottom discharge valves for proper seating, leaky packing glands and excess wear or damage to valve stem.

Checked By: (Initials)	SAT or UNSAT	Reason for Unsatisfactory Rating

B. Close off all bottom discharge valves on the container and fill the container with fresh water to 90% full capacity, For a twenty four hour period check the bottom drain valves and the rest of the container for visible leakage. If there are visible signs of leakage mark the spots and indicate in this section as unsatisfactory and give the exact location of the leak (s). Note: This test will be performed with all discharge valve caps off.

Checked By: (Initials)	SAT or UNSAT	Reason for Unsatisfactory Rating

C. If there are two discharge valves, close exterior valve and open inner valve. Leak test for twelve hours.

*Signature _____

* The person designated to sign for an action verifies based on personal observation and certifies by his/her signature that the action has been performed in accordance with the specified requirements.

** Signature _____

** The person designated by the Government verifies based on personal observation or certifies records that the inspection has been performed in accordance with the specified requirements

ATTACHMENT J-1700000-09
HISTORICAL WORK (NEGOTIATED TASK ORDERS)

DATE	TASK DESCRIPTION	COMPLETION DATE
January 27, 2005	Sandblast and paint of 20 each 600 gallon tanks in accordance with the attached scope of work; construction wages apply. The work shall be performed in two phases.	March 13, 2006

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 06-MAR-2015 TO 05-MAR-2016	N/A	N/A FOB: Destination	
0002	POP 06-MAR-2016 TO 05-MAR-2017	N/A	N/A FOB: Destination	
0003	POP 06-MAR-2017 TO 05-MAR-2018	N/A	N/A FOB: Destination	
0004	POP 06-MAR-2018 TO 05-MAR-2019	N/A	N/A FOB: Destination	
0005	POP 06-MAR-2019 TO 05-MAR-2020	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
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

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
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
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.204-7	System for Award Management	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.217-5	Evaluation Of Options	JUL 1990
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2013-O0014)	SEP 2013
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
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
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012

252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
5252.246-9303	Consequences of Contractor's Failure to Perform Required Services	OCT 2004
5252.246-9304	Estimating the Price of Nonperformed or Unsatisfactory Work	OCT 2004

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 811310.

(2) The small business size standard is \$7,500,000.00.

(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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (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) 52.214-14, 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.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 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.
- (x) 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.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 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.
- (xiii) 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.
- (xiv) 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.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.

(xxi) 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; and --

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

(Contracting Officer check as appropriate.)

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA--Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2014)
ALTERNATE I (OCT 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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 size standards in this solicitation.

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.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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—

“Women-owned business concern” means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“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 its stock is owned by one or more women; or

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

"Women-owned business concern" means a concern which 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 whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) 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 this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in 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 paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

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.

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 ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (___) is, (___) is not a small business concern.

(2) Veteran-owned small business concern. (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.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (___) is, (___) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (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.

(5) Women-owned small business concern. (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 women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents 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)(6)(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.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [___] is, [___] is not an EDWOSB concern, 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)(7)(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.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(12) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.) (The offeror shall check the category in which its ownership falls):

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246—

(1) Previous Contracts and Compliance. The offeror represents that--

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

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying

contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":
Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
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—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

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

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
—	—
—	—
—	—

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

(___) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(___) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

() (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

() (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

(___) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name ___ .

TIN - ___ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [--] has or [--] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates ``has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity:

[___] Yes or [___] No.

(3) If the Offeror indicates ``yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a ``doing business as" name)

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

- ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (NOV 2011).
- ___ (iii) Alternate II (NOV 2011).
- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (OCT 2014) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(35) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-13.

(36)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(38)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

(39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(41) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

_____ (iii) Alternate II (May 2014) of 52.225-3.

_____ (iv) Alternate III (May 2014) of 52.225-3.

_____ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 X (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_____ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

_____ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

_____ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

_____ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_____ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

 X (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

_____ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

_____ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

_____ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_____ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

_____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_____ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

_____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

 - (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
 - (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
 - (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

_____Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
 - (xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
 - (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
 - (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The Government contemplates award of a firm fixed-price indefinite delivery, indefinite quantity contract resulting from this solicitation.

(End of provision)

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 through [insert dates]. DATES TO BE DETERMINED AT TIME OF AWARD.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$200.00 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 \$15,000.00

(2) Any order for a combination of items in excess of \$40,000.00; or

(3) A series of orders from the same ordering office within 7 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 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date]. DATE TO BE DETERMINED AT TIME OF AWARD.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days of contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.233-2 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 _____ . (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

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

(End of provision)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/>

(End of provision)

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://www.acquisition.gov/far/>

(End of clause)

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)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (AUG 2014)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

- ___ Use with Alternate I.
- ___ Use with Alternate II.
- ___ Use with Alternate III.
- ___ Use with Alternate IV.
- ___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <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 FAR 52.204-8(c) and paragraph (d) 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 provision 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/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the

clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related

information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this

clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>).

BILLING CODE 5001-06-P

[GRAPHIC] [TIFF OMITTED] TR18NO13.031

BILLING CODE 5001-06-C

Legend:

AC: Access Control

AT: Awareness and Training MP:

AU: Auditing and Accountability

CM: Configuration Management

CP: Contingency Planning

IA: Identification and Authentication

IR: Incident Response

MA: Maintenance

MP: Media Protection

PE: Physical & Environmental Protection

PM: Program Management

RA: Risk Assessment

SC: System & Communications Protection

SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified

Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on

or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014
APPROPRIATIONS (DEVIATION 2014-000009) (FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency

has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.216-7006 ORDERING (MAY 2011)

(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 contract schedule. Such orders may be issued from _____ through _____ [insert dates]. TO BE DETERMINED AT CONTRACT AWARD.

(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)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____

LPO DoDAAC _____
 DCAA Auditor DoDAAC _____
 Other DoDAAC(s) _____

TO BE COMPLETED WITH EACH TASK ORDER

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.216 9314 Economic Price Adjustment For Changes in Landfill/Disposal Fees. As prescribed in 16.203-4-100(b), insert the following clause:

ECONOMIC PRICE ADJUSTMENT FOR CHANGES IN LANDFILL/DISPOSAL FEES (JUN 1994)

(a) The Contractor shall notify the Contracting Officer, at any time during contract performance, the disposal fee unit prices shown in the schedule in Section B either increase or decrease as a result of new landfill/disposal fees set by the County Commissioners. The Contractor shall furnish this notice within 20 calendar days after being notified of any increase or decrease, or within any additional period that the Contracting Officer may approve in writing. Adjustment for increases shall not be retroactive beyond the 20 calendar day notification period or such time as approved in writing by the Contracting Officer. Adjustments for decreases shall be made effective immediately on the date they are implemented by the landfill. The notice shall include the amount of the adjustment (increase or decrease), the effective date and supporting data explaining the cause of the adjustment.

- (b) Promptly after the Contracting Officer receives the notice and date under paragraph (a) above, the Contracting Officer shall modify this contract to include the increase or decrease in the disposal fee (resulting from the adjustment) and its effective date. The contractor shall continue performance pending adjustment.
- (c) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (d) No increase shall exceed the cost of using other alternative landfills which are available for use by the Contractor, considering the disposal fees, labor and transportation cost.
- (e) Any price adjustment under this clause is subject to the following limitations:
- (1) Any adjustment shall be limited to the effect on unit prices as a result of new landfill/disposal fees set by the County Commissioners. There shall be no adjustment for (i) changes in rates or unit prices other than those shown in the Schedule, or (ii) changes in the quantities of labor or material used from those shown in the Schedule for each item.
 - (2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment.
 - (3) No upward adjustment shall be approved for any disposal fee increase that does not apply equally to all landfill customers of similar conditions of service.
 - (4) The aggregate of the increases in any contract unit price for disposal fees made under this clause shall not exceed 100 percent of the originally awarded unit price for line item, disposal fees for the base period. There is no percentage limitation on the amount of decreases that may be made under this clause.
 - (5) There will be no adjustment for any increase in the disposal fees which will not result in a net change of at least 3 (three) percent of the total unit price for the then current contract term (not the cumulative total contract price).
- (f) The Government's obligation under this clause is contingent upon the availability of appropriated funds before payment for this increase 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 increase and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. The clause entitled "Availability of Funds" in Section I, paragraph applies. (End of clause)

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.

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

Within 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.

B.1 CONTRACT LINE ITEMS AND CONTRACT SUBLINE ITEMS

a. Bidders shall enter unit prices and amounts for contract line items (CLINs) and contract subline items (SLINS), and exhibit line items (ELINS) as indicated in the schedules and any 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 contract line item, contract subline item or exhibit line items will be recomputed accordingly. The contract line item which includes recomputed contract subline items or exhibit line items will also be recomputed to take into account the change in the contract subline item or exhibit line item. If the bidder provides a total amount for a contract line item, contract subline item or exhibit line items but fails to enter the unit price, the total amount divided by the contract line item, contract subline item or exhibit line item quantity will be held to be the intended unit price.

B.3 INDEFINITE QUANTITY INDIVIDUAL CONTRACT LINE ITEM QUANTITIES

Once the estimated quantities for individual line items shown in the Schedule and any accompanying exhibits 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.

MINIMUM GUARANTEE

The only work authorized under this contract is that which is ordered by the Government through issuance of a Task Order. The Government makes no representation as to the number of Task Orders or actual amount of work to be ordered. However, during the term of the contract, a minimum of \$5,000.00 is guaranteed to be ordered to the awardee under the basic performance period of the contract. Contractors are not guaranteed work in excess of the minimum guarantee specified herein.

Section B. 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/Exhibits, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

Section C. 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.

F.3 LOCATION

a. Location. All work is primarily located at the Norfolk Naval Shipyard, PWD Portsmouth, Facility Engineering & Acquisition Divison (FEAD), Portsmouth, Virginia. Work can be added for locations within a 50 mile radius.

- i. Other locations that may be added include, but are not limited to, the following:

Little Creek Naval Amphibious Base, Norfolk, Virginia, Oceana Naval Air Station, Dam Neck, Fort Story, Virginia Beach, Virginia, St. Juliens Creek, Norfolk Naval Shipyard Portsmouth Virginia, and Yorktown Naval Weapons Station, Yorktown, Virginia.

ii. Should these 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.

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.

M.1 PRE-AWARD SURVEY

The Government may make a pre-award survey of the low conforming bidder to determine whether such bidder is qualified and capable of performing the contract. The pre-award survey will involve examination of the bidder's financial and technical status and understanding of the contract requirements. The following are examples of the information that, upon request, the bidder shall be required to provide in writing to the pre-award survey team. Requested information shall be forwarded within three days of request. Failure to provide requested information, or a determination, after review of the information, of the bidder's non-responsibility, may result in bid rejection.

- a. Identification of the Contractor's personnel and management to be used on this contract.
- b. The Contractor's technical and management plans for performing required services.

- c. Description of Contractor's facilities and equipment.
- d. Summary of the Contractor's experience in performing work of the type required by this specification.
- e. Three of the most current financial statements.
- f. Other work presently under contract.
- g. Prior contracts for similar work, and the names and addresses of individuals with the organization issuing the contract who may be contacted for information concerning the Contractor's performance.
- h. Contractor Quality Control plan for this contract.

a. The low offeror for purposes of award shall be the conforming, responsive, responsible offeror offering a technically acceptable proposal and (1) the lowest total price for Contract Line Items _____ OR (2) the best value to the Government.

b. Offerors shall be submitted for the performance of work for the period identified in the "PERIOD OF PERFORMANCE" clause.

c. Offers are solitude on an "all or none" basis and FAR 52.216-16, "CONTRACT AWARD - NEGOTIATED" provision, Section L, is hereby modified. Failure to submit offers for all items and quantities listed shall be cause for rejection of the offer.

SECTIONS L & M
SECTION L

L.1 CONTRACTOR PROPOSAL CERTIFICATION

Contractor is required to certify in writing on page 1 of proposal the following:

_____ (Name of Offeror) warrants that its proposal _____ (of date or other identifier) incorporated herein by reference, including, but not limited to , proposed approaches, staffing, methodology, or work plans, 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 proved 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 INQUIRIES

All questions from offer concerning any aspect of this request for proposal, (RFP) must be submitted in writing. Prospective offeror is requested to submit written questions specifying the section and paragraph of the specification for which clarification is desired. All inquiries will be answered in writing. Telephone questions will not be entertained. Offeror is specifically cautioned that verbal discussions and replies to questions shall not have the effect of changing the provisions of the written RFP.

All questions must be submitted at least ten (10) days before proposals are due. This is the most efficient way to ensure all questions are addressed in a timely manner.

Pre-Proposal Inquiries shall be electronically sent to:

Sidnia Finke, Contracting Officer, at the following email address: sidnia.finke@navy.mil.

L3. PRICE PROPOSAL SUBMITTAL REQUIREMENTS

Submit one (1) original and one (1) copy of the price proposal in three-ring binders and clearly marked as the price proposal. In addition to providing hard copies of the price proposal, offerors shall provide one (1) electronic copy of the price proposal on a non-rewritable CD in Microsoft Excel format. 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. Each copy of the price proposal shall include a separate tab for each item specified below:

Tab #1: Completed hard copy of ELIN spreadsheet (Section J Attachment).

Tab #2: Representations and Certifications

SECTION M

A. BASIS FOR AWARD

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced, technically acceptable offer.

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, 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.

3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

4. An overall non-price factors rating must be at least "ACCEPTABLE" in order to be

eligible for award. An “UNACCEPTABLE” rating in any factor results in the overall non-price factors proposal being rated “UNACCEPTABLE” unless corrected through discussions. An overall non-price factors rating of “UNACCEPTABLE” makes a proposal ineligible for award.

5. 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 lowest priced proposals. The Navy will make award to the lowest priced technically acceptable proposal from among the three lowest priced proposals. However the Navy, at its sole discretion, reserves the right to increase the number of proposals it will review under this methodology. 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.

B. EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price and the following non-price factors:

- Factor 1 - Corporate Experience
- Factor 2 - Technical and Management Approach
- Factor 3 - Safety
- Factor 4 - Past Performance

Although not an Evaluation Factor, offerors will be required to submit a Small Business Subcontracting Plan with their proposal.

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. Basis of Evaluation and Submittal Requirements for Each Factor.

(a) Price:

(1) Solicitation Submittal Requirements: Submit one (1) original and one (1) copy of the price proposal in three-ring binders and clearly marked as the price proposal. In addition to providing hard copies of the price proposal, offerors shall provide one (1) electronic copy of the price proposal on a non-rewritable CD in Microsoft Excel format. 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. Each copy of the price proposal shall include a separate tab for each item specified below:

Tab #1: Completed hard copy of ELIN spreadsheet (Section J attachment).

Tab #2: Representations and Certifications (ref: <http://orca.bpn.gov>)

Tab #3: If offeror is proposing as a Joint Venture and/or Mentor-Protégé, offeror shall provide a copy of the Joint Venture Agreement and/or Mentor-Protégé Agreement with its proposal under this tab. The Mentor-Protégé Agreement shall have prior approval by the Small Business Administration.

(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.

(b) Technical Factors:

General Technical Proposal Submittal Requirements: Submit one (1) original and three (3) copies of the technical proposal [total of four (4) copies], clearly marked as the technical proposal, and tabbed appropriately. Technical proposals shall be submitted in 8-1/2 x 11 format; font size no smaller than 12, limited to 75 single-sided pages, inclusive of all charts, resumes, forms and other documentation responsive to the solicitation requirements.

Price proposals are not part of the 75 page limitation. Pages exceeding the 75 single-sided page maximum 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 a cover page that provides: name and address of the prime contractor, DUNS number, CAGE Code and the name, title, email, phone and fax number of authorized representative.

The technical proposal shall include submittals for each technical factor as specified below:

Factor 1, Corporate Experience

- (i) **Solicitation Submittal Requirements:** Submit a minimum of one (1) and a maximum of five (5) projects that are similar in size, scope, and complexity to the work requirements specified in the RFP.

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 A) 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.

(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 2, 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 four 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 and responsibilities regarding employees at all levels.
- (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 diagrams showing the proposed organization and workforce project management plan.
 - (3) Demonstrate your ability to provide and maintain a qualified workforce.
 - (4) Describe how you plan to manage the different workforce and competing priorities at various sites.

- (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 this Sub-Annex. Explain how do you will ensure this training and certification is maintained current.
 - (2) Explain how your Integrated Maintenance Program (IMP) program incorporates an optimized approach to maximize useful life of equipment while still being economical (i.e., not gold-plated).

(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 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 (3) previous complete calendar years (2011, 2012 and 2013), 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 (3) previous complete calendar years (2011, 2012 and 2013), 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.

(c) Past Performance

Factor 4, Past Performance:

(i) Solicitation 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 1, 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 (Attachment B), 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, Sidnia Finke, via email at sidnia.finke@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 (*insert the number of 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), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), 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. ”

(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

Small Business Subcontracting Plan:

Although not an Evaluation Factor, offerors will be required to submit a Small Business Subcontracting Plan with their proposal. The proposed goals and NAVFAC Subcontracting Targets are expressed as a percentage of total subcontracted values. The minimum NAVFAC Subcontracting Targets are as follows:

<i>Subcontracting</i>	FY2015

Small Business	66.67%
HUBZone Small Business	8.85%
Small Disadvantaged Business	17.10%
Women-Owned Small Business	15%
Service-Disabled Veteran-Owned SB	3%

LIST OF ATTACHMENTS:

1. Corporate Experience Project Data Sheet
2. Past Performance Questionnaire
3. Small Business Subcontracting Plan
4. **Exhibit Line Item Numbers (ELIN) Spreadsheet**