

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 223		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER N40085-16-Q-8481		6. SOLICITATION ISSUE DATE 11-Dec-2015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN M. KUNCKEN			b. TELEPHONE NUMBER <i>(No Collect Calls)</i> 732-866-2135	8. OFFER DUE DATE/LOCAL TIME 02:00 PM 08 Jan 2016		
9. ISSUED BY NAVFAC MID ATLANTIC PWD EARLE 201 HIGHWAY SOUTH BLDG C-9 NWP STATION EARLE COLTS NECK NJ 07722-5017 TEL: FAX:		CODE N40085	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" 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: \$15.0M NAICS: 541380			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	
					13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
					14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO		CODE	16. ADMINISTERED BY			CODE		
SEE SCHEDULE								
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY			CODE		
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					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 <input checked="" type="checkbox"/> 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.				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 <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>					
			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
SEE SCHEDULE					

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Base Period - FFP (Recurring) FFP The Contractor shall provide all Sampling, Laboratory Analysis and all Administration and Documentation Services required for compliance with NJDEP Permit Number NJ0023540 in strict accordance with the specifications. The price for this Contract Line Item is the sum total of Exhibit Line Item A001 listed in Exhibit A, Attachment J-0200000-07. FOB: Destination</p>	12	Months		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Base Period - IDIQ (Non-Recurring) FFP Contractor shall provide all Sampling, Laboratory Analysis and Testing for Indefinite Delivery/Indefinite Quantity Work in strict accordance with the Specifications, Section C, Spec Item 4. The price for this Contract Line Item is the sum total of Exhibit Line Items A700, A701 and A702 listed in Exhibit A, Attachment J-0200000-07. FOB: Destination</p>	1	Lump Sum		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	1st Option Period - FFP (Recurring) FFP The Contractor shall provide all Sampling, Laboratory Anaysis and all Administration and Documentation Services required for compliance with NJDEP Permit Number NJ0023540 in strict accordance with the specifications. The price for this Contract Line Item is the sum total of Exhibit Line Item B001 listed in Exhibit A, Attachment J-0200000-07. FOB: Destination	12	Months		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	1st Option Period - IDIQ (Non-Recurring) FFP Contractor shall provide all Sampling, Laboratory Analysis and Testing for Indefinite Delivery/Indefinite Quantity Work in strict accordance with the Specifications, Section C, Spec Item 4. The price for this Contract Line Item is the sum total of Exhibit Line Items B700, B701 and B702 listed in Exhibit A, Attachment J-0200000-07. FOB: Destination	1	Lump Sum		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	2nd Option Period - FFP (Recurring) FFP The Contractor shall provide all Sampling, Laboratory Analysis and all Administration and Documentation Services required for compliance with NJDEP Permit Number NJ0023540 in strict accordance with the specifications. The price for this ContractLine Item is the sum total of Exhibit Line Item C001 listed in Exhibit A, Attachment J-0200000-07. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	2nd Option Period - IDIQ (Non-Recurring) FFP Contractor shall provide all Sampling, Laboratory Analysis and Testing for Indefinite Delivery/Indefinite Quantity Work in strict accordance with the Specifications, Section C, Spec Item 4. The price for this Contract Line Item is the sum total of Exhibit Line Items C700, C701 and C702 listed in Exhibit A, Attachment J-0200000-07. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	3rd Option Period - FFP (Recurring) FFP The Contractor shall provide all Sampling, Laboratory Analysis and all Administration and Documentation Services required for compliance with NJDEP Permit Number NJ0023540 in strict accordance with the specifications. The price for this ContractLine Item is the sum total of Exhibit Line Item D001 listed in Exhibit A, Attachment J-0200000-07. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	3rd Option Period - IDIQ (Non-Recurring) FFP Contractor shall provide all Sampling, Laboratory Analysis and Testing for Indefinite Delivery/Indefinite Quantity Work in strict accordance with the Specifications, Section C, Spec Item 4. The price for this Contract Line Item is the sum total of Exhibit Line Items D700, D701 and D702 listed in Exhibit A, Attachment J-0200000-07. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	4th Option Period - FFP (Recurring) FFP The Contractor shall provide all Sampling, Laboratory Analysis and all Administration and Documentation Services required for compliance with NJDEP Permit Number NJ0023540 in strict accordance with the specifications. The price for this ContractLine Item is the sum total of Exhibit Line Item E001 listed in Exhibit A, Attachment J-0200000-07. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	4th Option Period - IDIQ (Non-Recurring) FFP Contractor shall provide all Sampling, Laboratory Analysis and Testing for Indefinite Delivery/Indefinite Quantity Work in strict accordance with the Specifications, Section C, Spec Item 4. The price for this Contract Line Item is the sum total of Exhibit Line Items E700, E701 and E702 listed in Exhibit A, Attachment J-0200000-07. FOB: Destination	1	Lump Sum		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-FEB-2016 TO 31-JAN-2017	N/A	N/A FOB: Destination	
0002	POP 01-FEB-2016 TO 31-JAN-2017	N/A	N/A FOB: Destination	
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A

GENERAL INFORMATION

1. Project Title: Provide Sampling, Certified Laboratory Analysis, Administration and Documentation Services for Testing of Waste Water & Potable Water, Naval Weapons Station Earle, Colts Neck, NJ
2. Type of Contract: This is a Performance Based, Firm Fixed Price type contract utilizing FAR 12, Acquisition of Commercial Items and FAR 13, Simplified Acquisition Procedures.
3. Set-Aside: This is a 100% small business set-aside competitive procurement.
4. NAICS Code: The NAICS Code assigned to this procurement is 541380 with a small business size standard of \$15,000,000.00. Refer to On-Line Representations and Certifications Applications via <https://www.sam.gov/portal/public/SAM/> (FAR 52.219-1 – Small Business Program Representations (Oct 2014)).
5. Wage Determination (Service):

Wage Determination (Service): Service Contract Act (SCA) WD 05-2351 (Rev.-15) is included in this solicitation. Refer to Section J, Attachment J-0200000-02.
6. Contract Term: This contract will be for a maximum contract term of sixty (60) months. There is a one year base period and four additional option periods (up to 12 months each).
7. Period of Performance: The period of performance will begin on or about 1 February 2016 and continue through and including 31 Jan 2016.
4. The **site visit** for this project is scheduled at 10:00 a.m. sharp on Tuesday, 22 December 2015. **Please contact Alex McNair at (732) 866-2396** to pre-register for the site visit by 3:00 p.m. on Friday, 18 December 2015. Pre-registration is mandatory.
5. All questions are to be submitted in writing via e-mail to: Susan Kuncken at susan.kuncken@navy.mil.
6. Quotations are due no later than 2:00 p.m. on 08 January 2016.
7. Contractors may experience delays at the gates when entering and/or exiting the installation. The Government shall not compensate for any such delays. All vehicles are subject to search upon entry, exit and while on the installation. Refusal to comply with a DoD police request to search a vehicle will result in denial of access to the installation and may result in criminal prosecution.

QUOTATION DELIVERY:

NOTICE TO ALL OFFERORS

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers and service providers not otherwise entitled to the issuance of a Common Access Card (CAC). This is for those who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials

through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at its own cost through a designated independent contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract.

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

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

9. Submitting Your Quotations

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

**NAVFAC MIDLANT / PWD EARLE
201 HWY 34
ATTN: SUSAN KUNCKEN (ACQUISITION)
BUILDING C-9
COLTS NECK, NJ 07722**

Quotations that are **hand carried**, shall be delivered to the address listed above.

Inquires: All questions from offerors concerning any aspect of this request for quotation (RFQ) must be submitted in writing. Prospective offerors are requested to submit written questions specifying the section and paragraph of the specification for which clarification is desired. All inquires will be answered in writing. Telephone questions will not be entertained. Offerors are specifically cautioned that verbal discussions and replies to question shall not have the effect of changing the provisions of the written RFQ.

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

Pre-Proposal Inquires shall be electronically sent to Susan Kuncken, Contract Specialist, susan.kuncken@navy.mil

10. Quotation Submission: A complete quotation will consist of the following items completed, signed (if applicable) and returned by 08 January 2016:

1. Completed SF1449 – page 1 and pages 3 through 7 of solicitation
2. Quote Sheet with proposal pricing (pages 13 through 23)
3. Copy of Representations and Certifications completed online at the System for Award Management (SAM) database. Website address: <https://www.sam.gov/>
4. Signed amendments (as applicable).
5. Offerors shall provide information on similar contracts performed within the past 5 years, including current, ongoing contracts. Contracts should be similar in size, scope and complexity as the current requirement. Include short description, contract number, title, contract value, location and a list of clients and points of contact on individual contracts with accurate telephone numbers. *This information will be used to make a responsibility determination.*
6. Name of Financial institution (include Name, Phone number, and e-mail address of the Point of Contact. *This information will only be used to contact your financial institution should you be the potential awardee to make a responsibility determination.*
7. Current and valid copy of their Environmental Laboratory Certification from the state of New Jersey along with the accompanying Annual Certified Parameter List with their quotations. The Parameter List must be equivalent to all of the testing required within this solicitation. Without the required Certification (must be current and valid) and/or without the equivalent Annual Certified Parameter List, an offeror may be disqualified from receiving an award under this solicitation.

ELECTRONIC SUBMISSIONS ARE NOT PERMITTED

Quote Sheet for Pricing of
Solicitation N40085-16-Q-8481 – Environmental Laboratory Testing Services at Naval Weapons
Station Earle, Colts Neck, NJ

CONTRACTOR TO COMPLETE

Name and Address of Proposer/Offeror: _____

CAGE Code: _____

DUNS #: _____

Date of Quotation: _____

IS YOUR COMPANY REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM)
DATABASE (FORMERLY THE CENTRAL CONTRACTOR REGISTRATION (CCR))? _____

Size: (Check all that apply)

NISH/NIB _____ Small Business _____ Veteran Owned Small Business _____
HUB Zone _____ Service Disabled Veteran Owned Small Business _____
8(a) _____ Women Owned Small Business _____ Emerging Small Business _____
Large Business _____

Line Item 0001 Firm Fixed Price - Base Period						
PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, ATTACHMENT J-02000000-3A, FIRM FIXED PRICE - IN ACCORDANCE WITH SECTION C, SPEC ITEM 3 ELINs A001						
ELIN/ Sub ELIN	Description	Qty	Unit of Issue	Unit Price	Total	CAC
A001 - REGION Spec Item 3						
A001AA	Provide all Sampling, Laboratory Analysis, and all Administration and Documentation services required for compliance with NJDEPS Permit No. NJ0023540 identified in ATTACHMENT J-0200000-3A	12	MO	\$_____	\$_____	928H
	TOTAL FFP / RECURRING PRICE - BASE PERIOD				\$_____	

Line Item 0002 Indefinity Delivery / Indefinite Quantity - Base Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND FOR DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, INDEFINITE DELIVERY / INDEFINITE QUANTITY IN ACCORDANCE WITH SECTION C, SPEC ITEM 4 ELINs A700 through A702						
ELIN	Product / Service Name	Description Extended	Est. Qty	Unit of issue	Unit Price	Extended Price
A700	Labor	Provide trained and certified personnel to perform sampling, testing, analysis and laboratory services as identified in Individual Task Order Scope of Work. (Quantities must be negotiated by the Contracting Officer prior to issuance of Task Order)	150	Labor Hour	\$ _____	\$ _____
A701	Materials	Provide all materials as specified in the Individual Task Order. (Material must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$8,500.00	\$8,500.00
A702	Certified Laboratory Analysis	Provide Certified Laboratory Services as specified in the Individual Task Order. (Lab services must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$15,000.00	\$15,000.00
		TOTAL INDEFINITE QUANTITY / NON-RECURRING PRICE BASE YEAR				\$ _____

Line Item 0003 Firm Fixed Price – 1st Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, ATTACHMENT J-02000000-3A, FIRM FIXED PRICE - IN ACCORDANCE WITH SECTION C, SPEC ITEM 3 ELINs B001						
ELIN/ Sub ELIN	Description	Qty	Unit of Issue	Unit Price	Total	CAC
B001 - REGION Spec Item 3						
B001AA	Provide all Sampling, Laboratory Analysis, and all Administration and Documentation services required for compliance with NJDEPS Permit No. NJ0023540 identified in ATTACHMENT J-02000000-3A	12	MO	\$ _____	\$ _____	928H
	TOTAL FFP / RECURRING PRICE – 1ST OPTION PERIOD				\$ _____	

Line Item 0004 Indefinity Delivery / Indefinite Quantity – 1st Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND FOR DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, INDEFINITE DELIVERY / INDEFINITE QUANTITY IN ACCORDANCE WITH SECTION C, SPEC ITEM 4 ELINs B700 through B702						
ELIN	Product / Service Name	Description Extended	Est. Qty	Unit of issue	Unit Price	Extended Price
B700	Labor	Provide trained and certified personnel to perform sampling, testing, analysis and laboratory services as identified in Individual Task Order Scope of Work. (Quantities must be negotiated by the Contracting Officer prior to issuance of Task Order)	150	Labor Hour	\$ _____	\$ _____
B701	Materials	Provide all materials as specified in the Individual Task Order. (Material must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$8,500.00	\$8,500.00
B702	Certified Laboratory Analysis	Provide Certified Laboratory Services as specified in the Individual Task Order. (Lab services must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$15,000.00	\$15,000.00
		TOTAL INDEFINITE QUANTITY / NON-RECURRING PRICE – 1ST OPTION PERIOD				\$ _____

Line Item 0005 Firm Fixed Price – 2nd Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, ATTACHMENT J-02000000-3A, FIRM FIXED PRICE - IN ACCORDANCE WITH SECTION C, SPEC ITEM 3 ELINs C001						
ELIN/ Sub ELIN	Description	Qty	Unit of Issue	Unit Price	Total	CAC
C001 - REGION Spec Item 3						
C001AA	Provide all Sampling, Laboratory Analysis, and all Administration and Documentation services required for compliance with NJDEPS Permit No. NJ0023540 identified in ATTACHMENT J-02000000-3A	12	MO	\$ _____	\$ _____	928H
	TOTAL FFP / RECURRING PRICE – 2nd OPTION PERIOD				\$ _____	

Line Item 0006 Indefinity Delivery / Indefinite Quantity – 2nd Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND FOR DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, INDEFINITE DELIVERY / INDEFINITE QUANTITY IN ACCORDANCE WITH SECTION C, SPEC ITEM 4 ELINs C700 through C702						
ELIN	Product / Service Name	Description Extended	Est. Qty	Unit of issue	Unit Price	Extended Price
C700	Labor	Provide trained and certified personnel to perform sampling, testing, analysis and laboratory services as identified in Individual Task Order Scope of Work. (Quantities must be negotiated by the Contracting Officer prior to issuance of Task Order)	150	Labor Hour	\$ _____	\$ _____
C701	Materials	Provide all materials as specified in the Individual Task Order. (Material must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$8,500.00	\$8,500.00
C702	Certified Laboratory Analysis	Provide Certified Laboratory Services as specified in the Individual Task Order. (Lab services must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$15,000.00	\$15,000.00
		TOTAL INDEFINITE QUANTITY / NON-RECURRING PRICE – 2nd OPTION PERIOD				\$ _____

Line Item 0007 Firm Fixed Price – 3rd Option Period						
PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, ATTACHMENT J-02000000-3A, FIRM FIXED PRICE - IN ACCORDANCE WITH SECTION C, SPEC ITEM 3 ELINs D001						
ELIN/ Sub ELIN	Description	Qty	Unit of Issue	Unit Price	Total	CAC
D001 - REGION Spec Item 3						
D001AA	Provide all Sampling, Laboratory Analysis, and all Administration and Documentation services required for compliance with NJDEPS Permit No. NJ0023540 identified in ATTACHMENT J-02000000-3A	12	MO	\$ _____	\$ _____	928H
	TOTAL FFP / RECURRING PRICE – 3rd OPTION PERIOD				\$ _____	

Line Item 0008 Indefinity Delivery / Indefinite Quantity – 3rd Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND FOR DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, INDEFINITE DELIVERY / INDEFINITE QUANTITY IN ACCORDANCE WITH SECTION C, SPEC ITEM 4 ELINs D700 through D702						
ELIN	Product / Service Name	Description Extended	Est. Qty	Unit of issue	Unit Price	Extended Price
D700	Labor	Provide trained and certified personnel to perform sampling, testing, analysis and laboratory services as identified in Individual Task Order Scope of Work. (Quantities must be negotiated by the Contracting Officer prior to issuance of Task Order)	150	Labor Hour	\$ _____	\$ _____
D701	Materials	Provide all materials as specified in the Individual Task Order. (Material must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$8,500.00	\$8,500.00
D702	Certified Laboratory Analysis	Provide Certified Laboratory Services as specified in the Individual Task Order. (Lab services must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$15,000.00	\$15,000.00
		TOTAL INDEFINITE QUANTITY / NON-RECURRING PRICE – 3rd OPTION PERIOD				\$ _____

Line Item 0009 Firm Fixed Price – 4th Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, ATTACHMENT J-02000000-3A, FIRM FIXED PRICE - IN ACCORDANCE WITH SECTION C, SPEC ITEM 3 ELINs E001						
ELIN/ Sub ELIN	Description	Qty	Unit of Issue	Unit Price	Total	CAC
E001 - REGION Spec Item 3						
E001AA	Provide all Sampling, Laboratory Analysis, and all Administration and Documentation services required for compliance with NJDEPS Permit No. NJ0023540 identified in ATTACHMENT J-02000000-3A	12	MO	\$ _____	\$ _____	928H
TOTAL FFP / RECURRING PRICE – 4th OPTION PERIOD					\$ _____	

Line Item 0010 Indefinite Delivery / Indefinite Quantity – 4th Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND FOR DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, INDEFINITE DELIVERY / INDEFINITE QUANTITY IN ACCORDANCE WITH SECTION C, SPEC ITEM 4 ELINs E700 through E702						
ELIN	Product / Service Name	Description Extended	Est. Qty	Unit of issue	Unit Price	Extended Price
E700	Labor	Provide trained and certified personnel to perform sampling, testing, analysis and laboratory services as identified in Individual Task Order Scope of Work. (Quantities must be negotiated by the Contracting Officer prior to issuance of Task Order)	150	Labor Hour	\$ _____	\$ _____
E701	Materials	Provide all materials as specified in the Individual Task Order. (Material must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$8,500.00	\$8,500.00
E702	Certified Laboratory Analysis	Provide Certified Laboratory Services as specified in the Individual Task Order. (Lab services must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$15,000.00	\$15,000.00
		TOTAL INDEFINITE QUANTITY / NON-RECURRING PRICE – 4th OPTION PERIOD				\$ _____

BASIS FOR AWARD (SIMPLIFIED ACQUISITION PROCEDURES)

Quotations received will be evaluated based on reasonableness of price and the offerors experience and past performance. If deemed necessary by the government, offerors maybe requested to provide information concerning price and/or past projects at the time of quote evaluation. Award will be made to the offeror whose conforming quote will be most advantageous to the Government based on price and the offerors experience and past performance. The Government reserves the right to award to other than the offeror submitting the lowest price.

The Government will select one Offeror on the basis of its quotation providing the “best value” to the Government, considering price and past performance as indicated in FAR Clause 52.212-2 “Evaluation – Commercial Items”.

The Government intends to evaluate each offer and award a contract without discussions. However, the Government reserves the right to conduct discussions if it is determined to be in the best interest of the Government.

EVALUTION (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.

DESCRIPTIONS AND SPECIFICATION

ANNEXES 1, 2 AND 18

010000 – General Information		
Spec Item	Title	Description
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at Naval Weapons Station Earle, Colts Neck and Leonardo New Jersey, under a performance-based contract that is comprised of both Recurring Work and Non-Recurring Work Items.</p> <p>The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the full expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 1 General Information Annex 2 Management and Administration Annex 3 Command and Staff N/A Annex 4 Public Safety N/A Annex 5 Air Operations N/A Annex 6 Port Operations N/A Annex 7 Ordnance N/A Annex 8 Range Operations N/A Annex 9 Health Care Support N/A Annex 10 Supply N/A Annex 11 Personnel Support N/A Annex 12 Morale, Welfare and Recreation Support N/A Annex 13 Galley N/A Annex 14 Housing N/A Annex 15 Facilities Support N/A Annex 16 Utilities N/A Annex 17 Base Support Vehicles and Equipment N/A Annex 18 Environmental Environmental Laboratory Testing Services</p>

010000 – General Information		
Spec Item	Title	Description
1.2	Project Location	The work shall be performed at various locations at Naval Weapons Station Earle, located in Colts Neck, New Jersey on State Highway Route 34 (Main Side of NWS Earle), and in Leonardo, New Jersey on State Highway Route 36 (Waterfront side of NWS Earle). A government owned highway known as Normandy Road interconnects the two activities and spans approximately 18 miles. Normandy Road is Government property with restricted access limited to Station personnel and Contractors working at NWS Earle.
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional Environmental Laboratory Testing Services at additional locations in addition to the services and locations identified in the recurring work requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the indefinite delivery indefinite quantity provisions of the contract. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.
1.4	Background Information	Naval Weapons Station (NWS) Earle is located approximately 50 statute miles south of New York City in the township of Colts Neck in Monmouth County New Jersey. The Main Station area occupies 10,218 acres. Another 670 acres are occupied in the vicinity of the Waterfront area in Leonardo, New Jersey. The remaining are abuts the road, which connects the two areas.
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 inventories, 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.
1.6	Climate Patterns	The weather has basically four seasons with a spring that normally is very rainy. During the summer, toward the end of July and most of August, there is little rain, except for occasional thunderstorms, so it can be very hot. Climate temperatures span from freezing temperatures in the winter, to above 90 degrees in the summer months.
1.7	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>

010000 – General Information		
Spec Item	Title	Description
		<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>
1.8	Navy Approach to Service Contracting	<p>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:</p>
1.8.1	Partnering Philosophy	<p>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.</p>
1.8.2	Contractor's Knowledge	<p>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.</p>
1.8.3	Industry Best Practices	<p>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).</p>
1.9	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always</p>

0100000 – General Information		
Spec Item	Title	Description
		<p>contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the Recurring Work requirements. Specification item 4 will always contain the Non-recurring Work requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all recurring work specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18.</p>
1.10	Navy PBSA Approach	The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

0200000 – Management and Administration	
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2.2.1.1	Observed Federal Holidays
2.2.1.2	Restriction to Contractor Working Hours
2.2.2	Wage Determinations
2.2.3	Requirements Hierarchy
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2.3.2	N/A
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
2.3.7	Government Information Technology (IT) System
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2.5	Contractor-Furnished Items
2.6	Management
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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
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2.6.8	Property Management Plan

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2.7.1.2	Quality Manager
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
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2.8	Security Requirements
2.8.1	Employee Listing
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2.9	Contractor Safety Program
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2.9.2	Activity Hazard Analysis (AHA)
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2.9.3.1	Alcohol and Drug Abuse Prevention Plan
2.9.3.2	Chemical Hazard Communication Program
2.9.3.3	Confined Space Program
2.9.3.4	N/A
2.9.3.5	Fall Prevention and Protection Plan
2.9.4	N/A
2.9.4.1	N/A
2.9.4.2	N/A
2.9.4.3	N/A
2.9.5	Accident and Damage Reporting
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2.9.6	Fire Protection
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2.10	Environmental Management and Sustainability
2.10.1	Energy Management Program
2.10.1.1	Water Conservation Plan
2.10.1.2	Energy Efficient Products
2.10.2	Environmental Protection
2.10.2.1	N/A
2.10.2.2	Non-Hazardous Waste Disposal
2.10.2.3	Hazardous Waste Disposal
2.10.2.4	Spill Prevention, Containment, and Clean-up
2.10.2.5	N/A
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)
2.10.2.7	Noise Control
2.10.2.8	N/A
2.10.2.9	Asbestos Containing Material (ACM)
2.10.3	Sustainable Procurement and Practices
2.10.3.1	Environmentally Preferable Products
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2.11	Disaster Preparedness
2.12	Technical Library
2.13	Warranty Management
2.14	Recurring Work Procedures
2.14.1	Notification to the Government for Work Above the Recurring Work Limitations
2.14.2	Recurring Work Exhibit Line Item Numbers (ELINS)
2.14.3	N/A
2.14.3.1	N/A
2.14.3.2	N/A
2.14.3.3	N/A
2.15	Non-recurring Work
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)
2.15.1.1	Acceptance and Performance
2.15.1.2	Invoicing and Receiving Payment
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2.15.2.1	Non-recurring Preparation of Proposals
2.15.2.1.1	Labor Requirements
2.15.2.1.2	Material and Equipment Requirements
2.15.2.2	Issuance of Final Task Order
2.15.3	Non-recurring ELINS

0200000 - Management and Administration		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in J-0200000-02.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on. Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	N/A
2.3.3	Partnering	To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>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.
2.3.3.1	Formal Partnering	N/A
2.3.3.1	Informal Partnering	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.
2.3.3.2	Contract Partnering Administration	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
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</p> <ul style="list-style-type: none"> * Project Manager * Quality Manager * Site Safety and Health Officer
2.3.4	Permits and Licenses	The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.
2.3.5	Insurance	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.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:

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Spec Item	Title	Description
		<p>Ensure insurance amounts are current.</p> <p>Comprehensive General Liability: \$500,000 per occurrence</p> <p>Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</p> <p>Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes</p> <p>Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers</p>
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.7	Government Information Technology (IT) System	If applicable, ensure local IT system rates and policies are incorporated. Additional information about NMCI may be obtained at http://www.eds.com/nmci .
2.3.8	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in J-0200000-03. 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. Refer to Invoice Form in J-0200000-04 for sample.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-05.
2.4	Government-Furnished Property, Materials and Services	A list of Government Furnished Property, Materials, and Services is provided in J-0200000-06.
2.4.1	Government-Furnished Facilities (GFF)	NONE
2.4.2	Government-Furnished Utilities	The Government will furnish water and electricity at existing outlets required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the KO. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site. Provide and maintain backflow prevention devices on connections to domestic water lines and electrical transformer provisions on connections to electric lines. Meet all Federal, State, local, and installation codes and regulations for backflow prevention devices and electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.

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Spec Item	Title	Description
2.4.3	Government-Furnished Materials (GFM)	NONE
2.4.4	Government-Furnished Equipment (GFE)	NONE
2.4.5	Government-Furnished Services (GFS)	NONE
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble/service calls and 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 work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Deliverables	Records and reports are specified in Section C and listed as deliverables in Section F. The Contractor shall submit accurate and complete documents within the required timeframes as specified in Section F. Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the

0200000 - Management and Administration		
Spec Item	Title	Description
		deliverable, as the Contractor is responsible for all requirements of this contract.
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers in accordance with local procedures. If the discontinued service is due to an emergency breakdown the Contractor shall notify the KO, affected tenants and customers as soon as practicable.
2.6.6	Government's Computerized Maintenance Management Systems (CMMS)	N/A
2.6.7	Quality Management System (QMS)	<p>The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:</p> <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 and surveillance 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	<p>The Contractor shall develop and submit a QM Plan per Section F. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, submit to the KO a revised QM Plan for acceptance.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> • Policy and objectives of Quality Management System (QMS) • Quality organization <ul style="list-style-type: none"> ○ List of personnel ○ Responsibilities & lines of authority ○ Training and qualifications • Approach to assuring quality of services provided and conformance with performance objectives and standards • Methods and procedures for effective planning, operation and control of processes and performance of work • Procedures for inspection and surveillance of services <ul style="list-style-type: none"> ○ Scheduling and performance of inspection and surveillance ○ Measurement, data collection and analysis ○ Corrective action, preventive action, and continuous improvement ○ Oversight of subcontracted work

0200000 - Management and Administration		
Spec Item	Title	Description
		<ul style="list-style-type: none"> • Documentation and records management • Communication with government (customers)
2.6.7.2	Quality Inspection and Surveillance	The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be turned over to the KO within five calendar days of termination of the contract.
2.6.7.3	Quality Inspection and Surveillance Report	The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.
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 to use. The KO will furnish available information for the existing systems and equipment.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	<p>Identify appropriate key personnel as sub-sets below. Insert information as appropriate relative to whether PM, SSHO, Quality Manager, and Environmental/Energy Manager may be the same person or not. Ensure consistency with Section L, Key Personnel.</p> <p>The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.</p> <p>The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality</p>

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		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)	<p>The Contractor shall provide a PM and designated alternate, as applicable, who has the have full authority to act for the Contractor on all contract matters relating to this contract</p> <p>The PM shall have satisfactory relevant experience at a comparable level of responsibility on contracts of similar size, scope and complexity.</p>
2.7.1.2	Quality Manager	<p>The Contractor shall provide a Quality Manager or designated alternate. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract:</p> <p>The Quality Manager shall have satisfactory experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO.</p>
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past,</p>

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		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.
2.7.1.4	Environmental/Energy Manager	<p>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 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

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		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 Manpower Reporting Application (eCMRA)	<p>The following manpower reporting is required by NMCARS 5237.102. The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: https://doncmra.nmci.navy.mil.</p> <p>Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk , linked at https://doncmra.nmci.navy.mil.</p>
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F. The list shall include employee's name, supervisor, company, and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.
2.8.4	Access to Installation	<p>All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.</p> <p>The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY</p>

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		VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.
2.8.4.1	NCACS Program	<p>NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit.</p> <p>The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON).</p> <p>Information on costs and requirements to participate and enroll in NCACS is available at http://www.rapidgate.com/vendors/how-to-enroll or by calling 1-877-727-4342.</p>
2.8.4.2	One-Day Passes	Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.
2.8.5	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.6	Access Arrangements	The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for

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		compromised security systems to include replacement costs that result from its action or inaction.
2.8.6.1	Escort Arrangement for Secured Areas	<p>The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.</p> <p>The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contract if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort.</p>
2.8.7	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.8.8	Access to Sensitive Unclassified Information	<p>The Contractor personnel whose work involves access to sensitive unclassified information shall undergo a National Agency Check Investigation (NACI) to verify their suitability. If the Contractor personnel currently have a favorably adjudicated NACI the Contractor shall notify the Government Command Security Manager who will validate this in the Joint Personnel Adjudication System (JPAS).</p> <p>The Contractor shall request from the Government for access to the E-QIP Direct program for the Contractor employees to complete the SF-85 form on line for an NACI. The Security Manager will determine suitability. Upon a favorable NACI, the Contractor personnel shall provide the completed Personnel Security Investigation (PSI) to the Security Manager along with the original signed release statements, applicant fingerprint card (FD87), and an OF-306 Declaration for Federal Employment per Section F. The Contractor shall be responsible for providing the fingerprint card.</p> <p>The request shall be renewed annually or for the duration of the contract if less than one year.</p>
2.8.9	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	<p>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.</p> <p>Any reference to "USACE" facilities, property, or equipment specified in</p>

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		EM 385-1-1 should be interpreted as Government facilities, property, and equipment.
2.9.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The APP shall incorporate Activity Hazard Analyses (AHAs) and compliance plans addressing all applicable Safety and Occupational Health (SOH) risks that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and applicable compliance plans, programs, and procedures as specified below.</p> <p>The Contractor shall not commence work until the APP has been accepted and no activity shall be started on site until the applicable AHAs and compliance plans have been accepted.</p> <p>Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., non-recurring work task orders) work occurrences shall be submitted at least two working days prior to start of work.</p> <p>For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed.</p> <ul style="list-style-type: none"> For contracts with non-recurring work ELINs, the Contractor shall submit an AHA on non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the recurring work priced services. <p>The Contractor shall follow the Risk Management Process for the development of Activity Hazard Analysis (AHA) in accordance with paragraph 01.A.14 and Appendix A of EM 385-1-1. A formatted outline of an AHA is provided in Figure 1-2 of EM 385-1-1.</p>

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		During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.
2.9.3	Safety and Occupational Health (SOH) Risks and Compliance Plans	<p>Based on a risk assessment of recurring and non-recurring work requirements and on mandatory OSHA compliance programs, the Contractor shall develop, provide and implement all applicable compliance plans, as necessary for the situation or types of work to be performed under this contract. Compliance plans, programs, and procedures along with their respective references are detailed in Appendix A, paragraph 3.i of EM 385-1-1.</p> <p>These plans shall be submitted with the APP and shall be updated as situations change. Additional compliance plans, programs, and procedures shall be developed as applicable when new types of work are required under this contract.</p> <p>Additional requirements for specific compliance plans are provided below.</p>
2.9.3.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.3.2	Chemical Hazard Communication Program	The Contractor shall develop a project-specific chemical hazard communication program to include elements addressed in paragraph 06.B.01 of EM 385-1-1 and applicable OSHA requirements in 29 Code of Federal Regulations (CFR) 1910.120 and 29 CFR 1926.59.
2.9.3.3	Confined Space Program	The Contractor shall develop an activity/site-specific confined space program to include elements addressed in paragraph 34.A of EM 385-1-1 and comply with relevant requirements in 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, OSHA Directive CPL 2.100 and any other Federal, state and local regulatory standards.
2.9.3.4	Critical Lift Plan	N/A
2.9.3.5	Fall Prevention and Protection Plan	The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.D of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. The fall prevention and protection plan shall include a Rescue and Evacuation Plan in accordance with EM 385-1-1, Section 21.N. A competent person for fall protection shall prepare and sign the plan.
2.9.4	Crane Operations	N/A
2.9.4.1	Crane Inspections	N/A
2.9.4.2	Rigging Gear	N/A
2.9.4.3	Crane Operators	N/A
2.9.5	Accident and Damage Reporting	The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of

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		<p>Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000. Notification shall also be provided for any mishap occurring in any of the following high hazard areas: electrical (to include Arc Flash, electrical shock, etc.); uncontrolled release of hazardous energy (includes electrical and non-electrical); fall-from-height (any level other than same surface); These mishaps shall be investigated in depth to identify all causes and to recommend hazard control measures.</p> <p>Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F. Required or special forms are provided within the Forms in J-0200000-05.</p> <p>For a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p>
2.9.5.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> 1) Death, regardless of the time between the injury and death, or the length of the illness; 2) Days away from work (any time lost after day of injury/illness onset); 3) Restricted work; 4) Transfer to another job; 5) Medical treatment beyond first aid; 6) Loss of consciousness; or 7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

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		<p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p>
2.9.6	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.7	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.
2.9.8	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.9	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> • The site is safe and free of job-site hazards • Proper PPE is being utilized and worn. • Safe work practices and processes are being followed. • Workers are familiar with the hazards covered in the respective AHA for that work activity. • All equipment and tools are in good condition and being used safely. <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the</p>

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

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		<ul style="list-style-type: none"> • Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations; • Enhance our program as we develop and implement an Environmental Management System; and • Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words. <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.10.1	Energy Management Program	<p>The Contractor shall comply with the installation's energy management program. The Contractor PM, or designee, shall represent the Contractor's interest at all meetings of the activity's Energy Management Board.</p> <p>The Contractor shall attend periodic meetings with the Installation Energy Manager, where energy and water efficiency goals and project status will be discussed to ensure that any Contractor work complements and optimizes efficiency efforts.</p>
2.10.1.1	Water Conservation Plan	The Contractor shall develop, submit and implement a Water Conservation Plan per Section F.
2.10.1.2	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a

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		nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.10.2.1	ODS Requirements for Refrigerant Recycling	N/A
2.10.2.2	Non-Hazardous Waste Disposal	<p>The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.</p> <p>All non-hazardous, non-regulated debris and rubbish resulting from the work under this contract shall be disposed of at appropriate off installation waste handling facilities.</p> <p>All regulated, non-hazardous waste shall be disposed of in accordance with all applicable Federal, state, and local laws, regulations, and with base-wide instructions.</p>
2.10.2.3	Hazardous Waste Disposal	The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws and regulations. No disposal of hazardous waste onboard the installation is allowed.
2.10.2.4	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations and at no additional cost to the Government.
2.10.2.5	Hazardous Material Management	N/A
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.7	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.8	Salvage	N/A
2.10.2.9	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and follow-up with written ACM Notification within 24 hours.
2.10.3	Sustainable Procurement and Practices	The Contractor shall develop, submit, and implement a Sustainable Procurement and Practices Plan per Section F. This plan shall identify how the Contractor will comply with all applicable Federal, state and local

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>laws and regulation, including E.O. 13423, E.O. 13514, Installation Energy Management Program and Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:</p> <ul style="list-style-type: none"> • Recycled Contents Products • Energy/Water efficiency • Energy Efficient Tools and Equipment • Alternate Fuels and Alternate Fuel Vehicles • Biobased Products • Non-Ozone Depleting Products • Environmental Preferred Products and Services • Low/Non-Toxic and Hazardous Materials <p>The Contractor shall submit an annual Sustainable Delivery of Services Report per Section F.</p>
2.10.3.1	Environmentally Preferable Products	<p>The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (<i>e.g.</i>, Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.</p>
2.10.3.2	Use of Recovered Materials	<p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (http://www.epa.gov/epawaste/conservetools/cpg/index.htm).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO before it is used.</p>
2.10.3.3	Use of Biobased	The Contractor shall make maximum use of biobased products in

0200000 - Management and Administration		
Spec Item	Title	Description
	Products	accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at http://www.usda.gov/biopreferred .
2.11	Disaster Preparedness	The Contractor shall comply with the installation's Contingency Instruction Response Plan. The Contractor shall support the installation contingency response plan as directed by the KO.
2.12	Technical Library	<p>The Contractor shall work with the Government to establish a technical library. Libraries shall include facility drawings, operation & maintenance manuals, warranties, Government publications, record drawings and other appropriate material.</p> <p>The Contractor shall continually update library material to ensure all data is current, complete, accurate and suitable for intended use. The Contractor shall monitor the use of the libraries to ensure materials are returned and data integrity is not compromised. The Contractor shall maintain the libraries until completion or termination of the contract and make the libraries available for inspection by prospective offerors for successive contracts. The technical library contents are the property of the Government and shall be turned over to the KO upon completion or termination of the contract.</p>
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	Recurring Work Procedures	
2.14.1	Notification to the Government for Work Above the Recurring Work Limitations	The Contractor is fully responsible for work up to the recurring work limits. Recurring work limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the recurring work limits, the Contractor shall notify the KO within two hours of identification for further direction. The Government may issue a task order in accordance with the non-recurring work portion of the contract detailed below or accomplish the work by means other than this contract.
2.14.2	Recurring Work Exhibit Line Item Numbers (ELINs)	Recurring work ELINs are provided in J-0200000-07.
2.14.3	Common Output Level Standards (COLS) Options	N/A
		N/A
2.14.3.1	Optional COLS CLINs for Region Funded Facility Services	N/A
2.14.3.2	Option to Change COLS at Contract Award	N/A

0200000 - Management and Administration		
Spec Item	Title	Description
2.14.3.3	Option to Change COLS at Exercise of an Option Period	N/A
2.15	Non-recurring Work	Non-recurring work is identified in each applicable annex or sub-annex. Non-recurring work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all non-recurring task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. Non-recurring work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Non-recurring Work Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as a non-recurring work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The fixed price for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.15.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform non-recurring work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at www.emall.dla.mil under NAVFAC contract. The Contractor is required to report all non-recurring work quantities ordered via EMALL monthly to the KO.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed EMALL orders will be made using the GPC. Reference "payment by third party" clause FAR 52.232-36. The Contractor shall possess the capability to invoice and receive payment for non-recurring work via an electronic medium with supported command representatives utilizing their GPC. No partial or advance payments will be provided.
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the recurring work portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes the fixed price for the task order.
2.15.2.1	Non-recurring Work Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit a non-recurring work proposal to the KO within two working days following receipt for each potential task order which includes: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.

0200000 - Management and Administration		
Spec Item	Title	Description
2.15.2.1.1	Labor Requirements	Tailor to local requirements, e.g., Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the Non-recurring Work Exhibit Line Items (ELINs) provided in Section J.
2.15.2.1.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the recurring work portion of the contract. The direct material price will be multiplied by the Contractor's non-recurring work material fixed burden rate.
2.15.2.2	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.15.3	Non-recurring work ELINS	Non-recurring Work ELINs are provided in J-0200000-07.

1800000 – Environmental	
Table of Contents	
Spec Item	Title
1	General Information
1.1	Concept of Operations
2	Management and Administration
2.1	Definitions and Acronyms
2.2	Personnel
2.2.1	Certification, Training, and Licensing
2.3	Special Requirements
2.3.1	Laboratory Accreditation and Certification
2.4	References and Technical Documents
3	Recurring Work
3.1	Sampling, Field Testing and Laboratory Services
3.1.1	Sampling
3.1.2	Field Testing
3.1.3	Laboratory Services
3.2	N/A
3.2.1	N/A
3.2.2	N/A
3.3	Discarded Hazardous Material/Hazardous Waste/Other Regulated Waste (HM/HW/ORW) Management
3.3.1	N/A
3.3.2	N/A
3.3.3	N/A
3.3.4	N/A
3.4	N/A
3.4.1	N/A
3.4.2	N/A
3.4.3	N/A
3.5	N/A
3.6	N/A
4	Non-Recurring Work

1800000 – Environmental		
Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform environmental services at Naval Weapons Station Earle, Colts Neck and Leonardo New Jersey.
1.1	Concept of Operations	The Contractor shall perform environmental services to support Naval Weapons Station Earle’s Environmental programs that ensure compliance with applicable Federal, state, and local statutes and regulations, and with DoD policies, instructions and guidance.
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1800000-01
2.2	Personnel	The Contractor shall provide personnel with the training, qualifications, technical knowledge, experience and skills required for efficient operations within the environmental function.
2.2.1	Certification, Training, and Licensing	The Contractor shall provide a written training plan and documentation of training for all personnel to demonstrate technical proficiency per Section F. Demonstration of proficiency must take place within established guidelines that are documented in applicable regulations, policies, instructions and Laboratory Quality Assurance Manual.
2.3	Special Requirements	N/A
2.3.1	Laboratory Accreditation and Certification	Only laboratories that have appropriate credentials can perform testing. In the absence of certification requirements, laboratories must be accredited for each applicable test method by a nationally recognized laboratory accreditation body, and or an accrediting authority approved by the National Environmental Laboratory Accreditation Program (NELAP) or the American Association for Laboratory Accreditation (A2LA) operating in accordance with ISO/IEC 17011:2004.
2.4	References and Technical Documents	References and Technical Documents are listed in J-1800000-02.

1800000 – Environmental				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	Recurring Work	The Contractor shall perform environmental services to support the installation's environmental programs to ensure compliance with applicable Federal, state and local statutes and regulations, and with DoD and Navy policies, instructions and guidance.	<p>The Contractor shall comply with all Federal, state and local statutes and regulations, and with DoD and Navy policies, instructions and guidance such as those listed in the References and Technical Documents in J-18000000-02 along with instructions such as;</p> <p>(1) OPNAVINST 5090.1D (2) NAVSEA T0300-AZ-PRO-010 (3) DoD Instruction 4715.4 (4) BUMEDINST 6280.1 (5) DoD Publication 4715.5G (6)EPA 833-B-92-001 (7)NJDES Permit No. NJ0023540</p> <p>If environmental related procedures or operations are found to be out of compliance the Contractor shall immediately notify the KO and the Installation Environmental Program Manager with recommendations for appropriate action.</p> <p>Regulatory compliance and adherence to policies, instructions and guidance, may be determined by planned sampling, validated customer complaints and documented citations if applicable.</p>	<p>Services are performed in a timely manner and in compliance with Federal, state and local statutes and regulations, and with DoD and Navy policies, instructions and guidance.</p> <p>No documented citations such as NOV, NON, warning letters or citizen suits due to Contractor's non-performance, mismanagement or negligence.</p> <p>All deficiencies noted in internal compliance inspection corrected in a timely manner.</p>
3.1	Sampling, Field Testing and Laboratory Services	The Contractor shall provide environmental sampling, field testing, laboratory services to ensure compliance oversight at the installation.	<p>The Contractor shall comply with Federal, state and local statutes and regulations, and with DoD and Navy policies, instructions and guidance.</p> <p>The existing Sampling Plan is provided in J-1800000-07 and Potential Sampling Plan is provided in J-1800000-08. The Contractor shall dispose of</p>	<p>Sample collection, field testing and laboratory services comply with the following in addition to all applicable EPA and state regulations, permit requirements and guidance.</p> <p>(1) OPNAVINST 5090.1D (2) EPA SW-846 (3) EPA PB83-124503 (4) EPA/600/4-85/013</p>

1800000 – Environmental				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			all excess sample material in accordance with applicable Federal and state requirements.	(5) NAVSEA T0300-AZ-PRO-010
3.1.1	Sampling	The Contractor shall conduct timely sample collection to ensure the installation complies with sampling plan.	The Contractor shall provide reports in accordance with the sampling plan Sampling Services Historical Data is provided in J-1800000-07.	Sample collection complies with the approved sampling plan. Samples are collected daily or in accordance with the schedule included in the sampling plan.
3.1.2	Field Testing	The Contractor shall conduct timely field testing to ensure the installation complies with the sampling plan.	The Contractor shall provide Field Testing Reports in accordance with the sampling plan and shall provide copies of field testing results to the installation Utilities office within seven days after sampling has been completed. Field Testing Services Historical Data is provided in J-1800000-07.	Field testing complies with the approved sampling plan. Field tests are completed within seven days of notification or in accordance with the schedule included in the sampling plan.
3.1.3	Laboratory Services	The Contractor shall provide laboratory services to ensure the installation complies with the sampling plan.	The laboratory shall be certified by NELAP. The Contractor shall provide Laboratory Analysis Reports in accordance with the approved sampling plan and submit per Section F. The Contractor shall provide reports in accordance with all applicable EPA and State regulations, permit requirements and guidance. Data shall be qualified in accordance with EPA Data Quality Objectives (DQO). Laboratory Services Historical Data is provided in J-1800000-07.	Laboratory services comply with the approved sampling plan. Samples are analyzed and results are reported within 14 days of receipt of sample.
3.2	N/A			
3.2.1	N/A			
3.2.2	N/A			

1800000 – Environmental				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.3	Discarded Hazardous Material/ Hazardous Waste/Other Regulated Waste (HM/ HW/ORW) Management	The Contractor shall manage discarded HM/HW/ORW to ensure the installation complies with Federal, state and local statutes and regulations, and with DoD and Navy policies, instructions and guidance.	The Contractor shall comply with all HM/HW/ORW Federal, state and local statutes and regulations, and with DoD policies, instructions and guidance such as: (1) OPNAVINST 5090.1D (2) DoD Instruction 4715.4 (3) BUMEDINST 6280.1 (4) DoD Publication 4715.5-G The Contractor shall not bring non-federal waste onto DoD installations.	HM/HW/ORW management complies with Federal, state and local statutes and regulations, and with DoD and Navy policies, instructions guidance, and permits. No release of HM/HW/ORW to the environment due to Contractor's non-performance, mismanagement or negligence. No documented citations such as NOV, warning letters or citizen suits due to Contractor's non-performance, mismanagement or negligence.
3.3.1	N/A			
3.3.2	N/A			
3.3.3	N/A			
3.3.4	N/A			
3.4	N/A			
3.4.1	N/A			
3.4.2	N/A			
3.4.3	N/A			
3.5	N/A			
3.6	N/A			

1800000 – Environmental				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4	Non-Recurring Work	Non-Recurring work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to Non-Recurring ELINs for task listings, descriptions, and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance standards for Non-Recurring work will be the same as those in Spec Item 3 where applicable.	

DELIVERABLES

SECTION F DELIVERIES OR PERFORMANCE

0200000 – Management and Administration

Annex/ Spec Item	Form Attachme nt	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	As specified	KO	1	At least seven calendar days prior to requested day.
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 / 2.5	N/A	Samples, MSDS, Manufacturer 's Data Cut Sheets of Materials	As specified	KO	1	When requested.

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000 / 2.6.2	N/A	Work Status Report	As specified	KO	1	Within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
0200000 / 2.6.7.1	N/A	Quality Management Plan	As specified	KO	1	Within 15 calendar days after award and within seven calendar days of changes.
0200000 / 2.6.7.2	N/A	QC Inspection File	As specified	KO	1	Within five calendar days of completion/termination of the contract.
0200000 / 2.6.7.3	N/A	Quality Inspection/ Surveillance Report	First work day of each month.	KO	1	Monthly
0200000 / 2.6.8	N/A	Property Management Plan	N/A	N/A	N/A	N/A

Annex/ Spec Item	Form Attachme nt	Deliverable Title	Date (s) of Submissio n	Distribution		Frequency
				Original	Copies (including original)	
0200000 / 2.7.1	N/A	List of Key Personnel and	As specified	K O	1	Within 15 calendar days after award.
0200000 / 2.7.2.6	N/A	Proof of Legal Residency	As specified	K O	1	Prior to be admitted to site of work.
0200000 / 2.8.1	N/A	Employee Listing	As specified	K O	1	Upon request.
0200000 / 2.8.3	N/A	Passes and Badges	As specified	K O	1	Within 10 calendar days when an employee leaves the Contractor's service.
0200000 / 2.8.7	N/A	Security Clearances	As specified	K O	1	Prior to be admitted to site of work
0200000 / 2.8.8	N/A	SF-85P and SF-87 Fingerprint Card	As specified	KO/ Govern ment Security Manage	1	Prior to use of Government computers, IT, etc.
0200000 / 2.9.1	N/A	Accident Prevention Plan	As specified	KO	1	Within 15 calendar days after award and within seven calendar days of changes.

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000 / 2.9.2	N/A	Activity Hazard Analysis	As specified	KO	1	Together with the Accident Prevention Plan and for changes.
0200000 / 2.9.3	N/A	Occupational Risk and Compliance	As specified	KO	1	Together with the Accident Prevention Plan and for changes.
0200000 / 2.9.5	J- 02000 00- 05	Navy Contractor Significant Incident Report	As specified	KO	1	Within one calendar day of accident.
0200000 / 2.9.5	N/A	Accident and Damage Reporting	As specified	KO	1	Immediately after that an accident or near miss.
0200000 / 2.9.5.1	N/A	Accident Reporting and Notification Criteria	As specified	KO	1	Close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning.

DELIVERABLES						
Annex/ Spec Item	Form Attachme nt	Deliverable Title	Date (s) of Submissio n	Distribution		Frequency
				Original	Copies (including original)	
0200000 / 2.9.7	N/A	On-Site Labor Report	First work day of each month.	K O	1	Monthly, by the fifth day of the month
0200000 / 2.9.8	N/A	OSHA Citations and Violations Corrective	As specified	K O	1	Within 48 hours after receiving a citation.
0200000 / 2.9.10	N/A	Safety Certificatio ns	As specified	K O	1	Prior to start of work and as old certifications expire.
0200000 /2.10	N/A	Environment al	As specified	K O	1	When requested
0200000 / 2.10.1.1	N/A	Water Conservation	As specified	K O	1	Within 15 calendar days after award and for changes
0200000 / 2.10.2.9	N/A	Asbestos Containing Material Notification	As specified	K O	1	Within 24 hours if ACM is encountered or suspected in the performance of work.
0200000 / 2.10.3	N/A	Sustainable Procuremen t and Practices	As specified	K O	1	Within 15 calendar days after award.

Annex/ Spec Item	Form Attach ment	Deliverabl e Title	Date (s) of Submissi on	Distribution		Frequency
				Original	Copies (includin g original)	
0200000 / 2.10.3	N/A	Sustainabl e Delivery of Services Report	Within five calendar days after each contract period.	K O	1	Annually
0200000 / 2.15.1.2	N/A	Invoicing and Payment for Non-	First work day of each month.	K O	1	Monthly
0200000 / 2.15.2.1	N/A	Non- recurring Work	As specified	K O	1	Within two working days after Government's Request for Proposal.

1800000 - Environmental

SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
1800000/3.1	N/A	Sampling Plan	15 days after award/ Annually	KO/ Installation Environmental Office	2	Annually
1800000/3.1.1	N/A	Sample Collection Logs	7 days after sampling	KO/ Installation Environmental Office	2	As Required
1800000/3.1.2	N/A	Field Testing Reports	7 days after testing	KO/ Installation Environmental Office	2	As Required
1800000/3.1.3	N/A	Laboratory Analysis Reports	14 days after receipt of sample	KO/ Installation Environmental Office	2	As Required

RECORDS

1. The Contractor shall maintain Sampling, Testing and Laboratory Services records for a period of 5 years. Such records shall include, but are not limited to, the following:
 - a. Sampling and field testing records
 - b. Laboratory analysis records

ATTACHMENTS

SECTION J - 0200000 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	DIRECTIVES, INSTRUCTIONS, and REFERENCES
J-0200000-03A	SPECIFIC NEW JERSEY ADMINISTRATION CODE REFERENCES
J-0200000-04	INVOICING PROCEDURES
J-0200000-05	FORMS
J-0200000-06	GOVERNMENT-FURNISHED PROPERTY, MATERIALS, AND SERVICES
J-0200000-07	EXHIBIT LINE ITEM NUMBERS

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
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
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
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	Annual (A). Services performed once during each 12-month period of the contract at
Maintenance And	The preservation or restoration of a piece of equipment, system, or facility to such condition that it
R. S. Means	A data collection and organization system developed by R. S. Means Company which can be used to
Monthly On-Site Labor	A compilation of all Contractor and subcontractor employee-hours involved in delivering contract
N/A	
Performance	A method used by the Government to provide some measure of control over the quality of purchased
Performance	That individual designated by the KO to be responsible for the monitoring of Contractor
Pre-Expended Bin	The minor materials and supplies that are incidental to the job, for which the total direct cost of any
Property Administrator	An authorized representative of the Contracting Officer who is responsible for administering contract
Property Management	A Government program established for the purpose of reviewing and approving the Contractor's
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
Unit Priced Labor	The unit price bid by the Contractor to perform one hour of work-in-place. With the exception of

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
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act
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
IPM	Integrated Pest Management
IPMIS	Integrated Pest Management Information System
IPMP	Integrated Pest Management Plan
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 DETERMINATION

WD 05-2351 (Rev.-15) was first posted on www.wdol.gov on 07/14/2015

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2351
Revision No.: 15
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10
for 2015 that applies to all contracts subject to the Service Contract Act for
which the solicitation is issued on or after January 1, 2015. If this contract
is covered by the EO, the contractor must pay all workers in any
classification listed on this wage determination at least \$10.10 (or the
applicable wage rate listed on this wage determination, if it is higher) for
all hours spent performing on the contract. The EO minimum wage rate will be
adjusted annually. Additional information on contractor requirements and
worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: New Jersey

Area: New Jersey Counties of Monmouth, Ocean

Fringe Benefits Required Follow the Occupational Listing

Table with 3 columns: OCCUPATION CODE - TITLE, FOOTNOTE, RATE. Lists various occupational codes and titles such as Administrative Support, Accounting Clerk, and Automotive Service Occupations with their corresponding rates.

05280	- Motor Vehicle Wrecker	27.31
05310	- Painter, Automotive	28.50
05340	- Radiator Repair Specialist	27.31
05370	- Tire Repairer	14.59
05400	- Transmission Repair Specialist	29.68
07000	- Food Preparation And Service Occupations	
07010	- Baker	18.55
07041	- Cook I	15.07
07042	- Cook II	16.80
07070	- Dishwasher	11.19
07130	- Food Service Worker	12.77
07210	- Meat Cutter	19.44
07260	- Waiter/Waitress	12.67
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.44
09040	- Furniture Handler	15.61
09080	- Furniture Refinisher	18.44
09090	- Furniture Refinisher Helper	15.48
09110	- Furniture Repairer, Minor	16.96
09130	- Upholsterer	19.06
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.94
11060	- Elevator Operator	12.94
11090	- Gardener	19.39
11122	- Housekeeping Aide	15.70
11150	- Janitor	15.70
11210	- Laborer, Grounds Maintenance	15.89
11240	- Maid or Houseman	13.34
11260	- Pruner	14.75
11270	- Tractor Operator	18.27
11330	- Trail Maintenance Worker	15.89
11360	- Window Cleaner	16.95
12000	- Health Occupations	
12010	- Ambulance Driver	22.17
12011	- Breath Alcohol Technician	22.17
12012	- Certified Occupational Therapist Assistant	24.12
12015	- Certified Physical Therapist Assistant	22.28
12020	- Dental Assistant	16.75
12025	- Dental Hygienist	35.31
12030	- EKG Technician	28.65
12035	- Electroneurodiagnostic Technologist	28.65
12040	- Emergency Medical Technician	22.17
12071	- Licensed Practical Nurse I	19.53
12072	- Licensed Practical Nurse II	24.34
12073	- Licensed Practical Nurse III	24.48
12100	- Medical Assistant	16.66
12130	- Medical Laboratory Technician	20.63
12160	- Medical Record Clerk	18.00
12190	- Medical Record Technician	20.55
12195	- Medical Transcriptionist	18.33
12210	- Nuclear Medicine Technologist	36.93
12221	- Nursing Assistant I	12.37
12222	- Nursing Assistant II	13.91
12223	- Nursing Assistant III	15.82
12224	- Nursing Assistant IV	16.79
12235	- Optical Dispenser	24.64
12236	- Optical Technician	16.64
12250	- Pharmacy Technician	14.58
12280	- Phlebotomist	16.79
12305	- Radiologic Technologist	28.08
12311	- Registered Nurse I	32.76
12312	- Registered Nurse II	38.41
12313	- Registered Nurse II, Specialist	38.41
12314	- Registered Nurse III	49.39
12315	- Registered Nurse III, Anesthetist	49.39
12316	- Registered Nurse IV	59.22
12317	- Scheduler (Drug and Alcohol Testing)	26.17
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	27.03
13012	- Exhibits Specialist II	33.49
13013	- Exhibits Specialist III	40.95
13041	- Illustrator I	27.04
13042	- Illustrator II	33.23
13043	- Illustrator III	40.66
13047	- Librarian	36.42
13050	- Library Aide/Clerk	15.79
13054	- Library Information Technology Systems Administrator	32.65
13058	- Library Technician	23.36
13061	- Media Specialist I	22.39
13062	- Media Specialist II	25.16
13063	- Media Specialist III	27.93
13071	- Photographer I	20.06
13072	- Photographer II	24.10
13073	- Photographer III	31.90

13074 - Photographer IV	37.88
13075 - Photographer V	43.69
13110 - Video Teleconference Technician	24.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.00
14042 - Computer Operator II	21.26
14043 - Computer Operator III	23.71
14044 - Computer Operator IV	26.35
14045 - Computer Operator V	29.17
14071 - Computer Programmer I (see 1)	27.56
14072 - Computer Programmer II (see 1)	
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	19.00
14160 - Personal Computer Support Technician	28.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	39.54
15020 - Aircrew Training Devices Instructor (Rated)	43.75
15030 - Air Crew Training Devices Instructor (Pilot)	52.46
15050 - Computer Based Training Specialist / Instructor	39.54
15060 - Educational Technologist	36.60
15070 - Flight Instructor (Pilot)	52.46
15080 - Graphic Artist	30.86
15090 - Technical Instructor	27.17
15095 - Technical Instructor/Course Developer	31.35
15110 - Test Proctor	21.13
15120 - Tutor	21.13
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.29
16030 - Counter Attendant	10.29
16040 - Dry Cleaner	12.75
16070 - Finisher, Flatwork, Machine	10.29
16090 - Presser, Hand	10.29
16110 - Presser, Machine, Drycleaning	10.29
16130 - Presser, Machine, Shirts	10.29
16160 - Presser, Machine, Wearing Apparel, Laundry	10.29
16190 - Sewing Machine Operator	13.58
16220 - Tailor	14.40
16250 - Washer, Machine	11.12
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.74
19040 - Tool And Die Maker	24.21
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.96
21030 - Material Coordinator	23.51
21040 - Material Expediter	23.51
21050 - Material Handling Laborer	13.99
21071 - Order Filler	14.00
21080 - Production Line Worker (Food Processing)	16.96
21110 - Shipping Packer	15.28
21130 - Shipping/Receiving Clerk	15.28
21140 - Store Worker I	15.06
21150 - Stock Clerk	18.88
21210 - Tools And Parts Attendant	16.96
21410 - Warehouse Specialist	16.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.63
23021 - Aircraft Mechanic I	27.11
23022 - Aircraft Mechanic II	29.58
23023 - Aircraft Mechanic III	30.66
23040 - Aircraft Mechanic Helper	22.60
23050 - Aircraft, Painter	25.97
23060 - Aircraft Servicer	23.73
23080 - Aircraft Worker	24.95
23110 - Appliance Mechanic	24.11
23120 - Bicycle Repairer	14.93
23125 - Cable Splicer	36.53
23130 - Carpenter, Maintenance	29.56
23140 - Carpet Layer	27.62
23160 - Electrician, Maintenance	36.84
23181 - Electronics Technician Maintenance I	24.19
23182 - Electronics Technician Maintenance II	27.62
23183 - Electronics Technician Maintenance III	28.68
23260 - Fabric Worker	25.86
23290 - Fire Alarm System Mechanic	22.64
23310 - Fire Extinguisher Repairer	22.51
23311 - Fuel Distribution System Mechanic	29.00
23312 - Fuel Distribution System Operator	24.41
23370 - General Maintenance Worker	23.33
23380 - Ground Support Equipment Mechanic	27.11
23381 - Ground Support Equipment Servicer	23.73
23382 - Ground Support Equipment Worker	24.95

23391 - Gunsmith I	22.51
23392 - Gunsmith II	25.12
23393 - Gunsmith III	27.25
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.97
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	28.93
23430 - Heavy Equipment Mechanic	26.10
23440 - Heavy Equipment Operator	34.10
23460 - Instrument Mechanic	30.86
23465 - Laboratory/Shelter Mechanic	26.21
23470 - Laborer	13.74
23510 - Locksmith	20.70
23530 - Machinery Maintenance Mechanic	23.76
23550 - Machinist, Maintenance	19.74
23580 - Maintenance Trades Helper	16.11
23591 - Metrology Technician I	30.35
23592 - Metrology Technician II	31.54
23593 - Metrology Technician III	32.62
23640 - Millwright	30.36
23710 - Office Appliance Repairer	21.80
23760 - Painter, Maintenance	22.59
23790 - Pipefitter, Maintenance	28.93
23810 - Plumber, Maintenance	29.26
23820 - Pneudraulic Systems Mechanic	27.25
23850 - Rigger	24.36
23870 - Scale Mechanic	25.12
23890 - Sheet-Metal Worker, Maintenance	29.46
23910 - Small Engine Mechanic	18.88
23931 - Telecommunications Mechanic I	29.87
23932 - Telecommunications Mechanic II	31.05
23950 - Telephone Lineman	29.40
23960 - Welder, Combination, Maintenance	22.17
23965 - Well Driller	22.73
23970 - Woodcraft Worker	25.89
23980 - Woodworker	17.56
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.27
24610 - Chore Aide	10.49
24620 - Family Readiness And Support Services Coordinator	14.89
24630 - Homemaker	14.99
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.03
25040 - Sewage Plant Operator	25.19
25070 - Stationary Engineer	29.03
25190 - Ventilation Equipment Tender	23.71
25210 - Water Treatment Plant Operator	25.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.12
27007 - Baggage Inspector	17.98
27008 - Corrections Officer	30.97
27010 - Court Security Officer	30.66
27030 - Detection Dog Handler	20.36
27040 - Detention Officer	30.97
27070 - Firefighter	31.42
27101 - Guard I	17.98
27102 - Guard II	20.36
27131 - Police Officer I	32.37
27132 - Police Officer II	35.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.45
28042 - Carnival Equipment Repairer	14.22
28043 - Carnival Equipment Worker	11.19
28210 - Gate Attendant/Gate Tender	16.49
28310 - Lifeguard	13.00
28350 - Park Attendant (Aide)	18.46
28510 - Recreation Aide/Health Facility Attendant	14.91
28515 - Recreation Specialist	19.84
28630 - Sports Official	14.69
28690 - Swimming Pool Operator	21.52
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.64
29020 - Hatch Tender	27.64
29030 - Line Handler	27.64
29041 - Stevedore I	25.53
29042 - Stevedore II	27.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.82
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021 - Archeological Technician I	19.69
30022 - Archeological Technician II	20.44
30023 - Archeological Technician III	27.27

30030 - Cartographic Technician	27.27
30040 - Civil Engineering Technician	25.21
30061 - Drafter/CAD Operator I	19.69
30062 - Drafter/CAD Operator II	22.02
30063 - Drafter/CAD Operator III	24.55
30064 - Drafter/CAD Operator IV	30.20
30081 - Engineering Technician I	19.28
30082 - Engineering Technician II	22.03
30083 - Engineering Technician III	24.65
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	46.20
30090 - Environmental Technician	22.50
30210 - Laboratory Technician	21.37
30240 - Mathematical Technician	26.78
30361 - Paralegal/Legal Assistant I	23.36
30362 - Paralegal/Legal Assistant II	28.94
30363 - Paralegal/Legal Assistant III	35.39
30364 - Paralegal/Legal Assistant IV	42.84
30390 - Photo-Optics Technician	27.27
30461 - Technical Writer I	26.46
30462 - Technical Writer II	32.35
30463 - Technical Writer III	39.92
30491 - Unexploded Ordnance (UXO) Technician I	25.63
30492 - Unexploded Ordnance (UXO) Technician II	31.02
30493 - Unexploded Ordnance (UXO) Technician III	37.18
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or (see 3)	24.55
Surface Programs	
30621 - Weather Observer, Senior (see 3)	27.27
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.40
31030 - Bus Driver	19.89
31043 - Driver Courier	16.75
31260 - Parking and Lot Attendant	12.93
31290 - Shuttle Bus Driver	17.80
31310 - Taxi Driver	13.51
31361 - Truckdriver, Light	17.80
31362 - Truckdriver, Medium	18.87
31363 - Truckdriver, Heavy	24.52
31364 - Truckdriver, Tractor-Trailer	24.52
99000 - Miscellaneous Occupations	
99030 - Cashier	10.53
99050 - Desk Clerk	13.34
99095 - Embalmer	30.19
99251 - Laboratory Animal Caretaker I	13.64
99252 - Laboratory Animal Caretaker II	14.32
99310 - Mortician	34.82
99410 - Pest Controller	16.49
99510 - Photofinishing Worker	16.23
99710 - Recycling Laborer	22.08
99711 - Recycling Specialist	23.50
99730 - Refuse Collector	19.82
99810 - Sales Clerk	14.70
99820 - School Crossing Guard	14.08
99830 - Survey Party Chief	21.47
99831 - Surveying Aide	12.78
99832 - Surveying Technician	20.42
99840 - Vending Machine Attendant	16.40
99841 - Vending Machine Repairer	19.12
99842 - Vending Machine Repairer Helper	16.40

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 4.174)

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

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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.

<u>ATTACHMENT J-0200000-03</u> <u>REFERENCES AND TECHNICAL</u> <u>DOCUMENTS</u>	
<u>Reference</u>	<u>Title</u>
EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements
P.L. 91-596	Occupational Safety and Health Act
UFGS 01 35 .26.24	Unified Facilities Guide Specifications
(N.J.A.C. 7:1 4A-6.5(b)4), and/or 2)	August 2005 / Aug. 2009 edition of NJ DEP's <i>Field Sampling Procedures Manual</i> http://www.nj.gov/dep/srp/guidance/fspm/
40 CFR 136	Combine Federal Regulations
40 CFR 503.8	Combine Federal Regulations

ATTACHMENT J-0200000-03-A
SPECIFIC NEW JERSEY ADMINISTRATION
CODE REFERENCES

The following is a list of specific requirements incorporate by reference and the references are taken from the NewJersey Administrative Codes.

SPECIFIC NEW JERSEY ADMINISTRATION
CODE REFERENCES

A. General Requirements of an NJPDES Permits

I. Requirements Incorporated by Reference

- a. The permittee shall comply with all conditions set forth in this permit and with all the applicable requirements incorporated into this permit by reference. The permittee is required to comply with the regulations, including those cited in paragraphs b. through e. following, which are in effect as of the effective date of the final permit.
- b. General Conditions
- | | |
|---|--------------------------------------|
| Penalties for Violations | N.J.A.C. 7:14-S.1 <u>et sec</u> |
| Incorporation by Reference | N.J.A.C.7:14A-2.3 |
| Toxic Pollutants | N.J.A.C.7:14A-6.2(a)4i |
| Duty to Comply | N.J.A.C. 7:1 4A-6.2(a) I & 4 |
| Duty to Mitigate | N.J.A.C. 7:14A-6.2(a)5 & 11 |
| Inspection and Entry | N.J.A.C.7:14A-2.11(e) |
| Enforcement Action | N.J.A.C.7:14A-2.9 |
| Duty to Reapply | N.J.A.C. 7: 14A-4.2(e)3 |
| Signatory Requirements for Applications and Reports | N.J.A.C. 7: 14A-4.9 |
| Effect of Permit/Other Laws | N.J.A.C. 7: 14A-6.2(a)6 & 7 & 2.9(c) |
| Severability | N.J.A.C.7:14A-2.2 |
| Administrative Continuation of Permits | N.J.A.C. 7:14A-2.S |
| Permit Actions | N.J.A.C.7:14A-2.7(c) |
| Reopener Clause | N.J.A.C.7:14A-6.2(a)10 |
| Permit Duration and Renewal | N.J.A.C. 7: 14A-2.7(a) & (b) |
| Consolidation of Permit Process | N.J.A.C.7:14A-15.5 |
| Confidentiality | N.J.A.C. 7:14A-IS.2 & 2.11(g) |
| Fee Schedule | N.J.A.C.7:14A-3.1 |
| Treatment Works Approval | N.J.A.C. 7:14A-22 & 23 |
- c. Operation And Maintenance
- | | |
|--------------------------------------|------------------------|
| Need to Halt or Reduce not a Defense | N.J.A.C. 7: 14A-2.9(b) |
| Proper Operation and Maintenance | N.J.A.C.7:14A-6.12 |

d. Monitoring And Records	
Monitoring	N.J.A.C.7:14A-6.5
Recordkeeping	N.J.A.C. 7: 14A-6.6
Signatory Requirements for Monitoring Reports	N.J.A.C. 7: 14A-6.9
e. Reporting Requirements	
Planned Changes	N.J.A.C.7:14A-6.7
Reporting of Monitoring Results	N.J.A.C.7:14A-6.S
Noncompliance Reporting	N.J.A.C. 7:14A-6.10 & 6.S(h)
Hot liner Two Hour & Twenty-four Hour Reporting	N.J.A.C. 7:14A-6.IO(c) & (d)
Written Reporting	N.J.A.C. 7:14A-6.10(e) &(1) & 6.S(h)
Duty to Provide Information	N.J.A.C. 7:14A-2.11, 6.2(a)14 & IS.1
Schedules of Compliance	N.J.A.C.7:14A-6.4
Transfer	N.J.A.C. 7:14A-6.2(a)S & 16.2

ATTACHMENT J-0200000-04

INVOICING PROCEDURES

The Contractor shall possess the capability to invoice and receive payment for work via Wide Area Work Flow (WAWF). WAWF is a Paperless Contracting DoD-wide application designed to eliminate paper from the receipts and acceptance process of the DoD contracting lifecycle. The goal is to enable authorized Defense contractors and DoD personnel the ability to create invoices and receiving reports and access contract related documents.

In the traditional DoD business method, three documents are required to make a payment - the contract, the receiving report and the invoice. Each of these may arrive at the payment office separately - if they are paper. They are processed individually as they arrive. Information is then manually keyed in to the payment system. Using WAWF, electronic documents are shared, eliminating paper and redundant data entry. Data accuracy is increased and the risk of losing a document is greatly reduced.

The contract is available through a seamless interface with an application called Electronic Document Access (EDA). Contractors have electronic options for submitting invoices and receiving documents. They can submit documents on the Web, through FTP, or through EDI.

WAWF supports DoD's efforts to reduce unmatched disbursements in the DoD receipt, acceptance, entitlement and payment process through data sharing and electronic processing. The benefits to DoD are global accessibility of documents, reduced need for re-keying, improved data accuracy, real-time processing, and secure transactions with audit capability. For vendors, benefits include the capability to electronically submit invoices, reduction of lost or misplaced documents, and online access to contract payment records.

ATTACHMENT J-0200000-05

FORMS

Initial Report

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1. General Information

Contracting Activity/ROICC Office:

Accident Classification:

- Injury Fatality Environment Procedural Issues Lessons Learned
 Illness Property Damage Other _____

Involving:

- Confined Space Equip/Mrt Ver/Mat Handling (Heavy Construction Equip.) Hazardous Material
 Crane and Rigging Equip/Mrt Ver/Mat Handling (Material Handling) Trenching/Excavation
 Diving Equip/Mrt Ver/Mat Handling (Man-Lift/Elevated Platform) Waterfront/Marine Operations
 Demolition/Renovation Fall from Ladder Fall from Scaffold Other _____
 Electrical Fall from Roof Fire

2. Personal Information

Name (Last, First, MI):

Age:

Sex:

Job Title/Description: <i>(List any additional witnesses on a separate sheet and attach.)</i>	Employed By:
Supervisor Name (Last, First, MI) & Title:	Was the person trained to perform this activity/task? <input type="checkbox"/> Yes <input type="checkbox"/> No
What type of training was received (OJT, classroom, etc)?	Date of the most recent formal training and topics discussed?
3. Witness Information	
Witness #1: Name (Last, First, MI):	Job Title/Description:
Employed By:	Supervisor Name (Last, First, MI):
Witness #2: Name (Last, First, MI):	Job Title/Description:
Employed By:	Supervisor Name (Last, First, MI):
Additional Witnesses:	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Contract Information	
Type of Contract: <input type="checkbox"/> A/E <input type="checkbox"/> BOS <input type="checkbox"/> CLEAN <input type="checkbox"/> Construction <input type="checkbox"/> Design Build <input type="checkbox"/> FSCC <input type="checkbox"/> FSSC <input type="checkbox"/> JOC <input type="checkbox"/> RAC <input type="checkbox"/> Service <input type="checkbox"/> Other _____	
Contract Number & Title:	Industrial Group & Industrial Type:

Prime Contractor Name/Address/Phone & Fax No:		Sub Contractor Name/Address/Phone & FAX No:	
Safety Manager (Last, First, MI):		Safety Manager (Last, First, MI):	
Insurance Carrier:		Insurance Carrier:	
5. Accident Description			
Date of Accident:	Time of Accident:	Exact Location of Accident:	
Describe the accident in detail in your words: <i>(Use the back of page if you need additional space)</i>			

Direct Cause(s) of Accident:	
Indirect Cause(s) of Accident:	
Action(s) taken to prevent re-occurrence or provide on-going corrective actions:	
Corrective Action Beginning Date:	Anticipated Completion Date:
<p>Personal Protective Equipment:</p> <p> <input type="checkbox"/> Available and used <input type="checkbox"/> Available and not used <input type="checkbox"/> Not Required <input type="checkbox"/> Not related to Mishap <input type="checkbox"/> Wrong PPE for job </p> <p>List PPE Used:</p>	

Type of Construction Equipment (Make, Model, Serial #, VIN#) Involved:	
Was Hazardous Material Spilled/Released? <input type="checkbox"/> Yes <input type="checkbox"/> No Please List Hazardous Material(s) Involved:	
Who provided first aid or cleanup of mishap site?	
Any blood-borne pathogen exposure, other than EMTs? <input type="checkbox"/> Yes <input type="checkbox"/> No Who?	
List OSHA and EM-385-1-1 standards that were violated:	
Was site secured and witness statements taken immediately? <input type="checkbox"/> Yes <input type="checkbox"/> No By Whom?	
6. Injury Illness/Fatality Information	
Severity of Injury/Illness:	
<input type="checkbox"/> Fatality	<input type="checkbox"/> Lost Workday Case Involving Days Away From Work
<input type="checkbox"/> Temporary Disability	<input type="checkbox"/> Recordable Workday Case Involving Restricted Duty

<input type="checkbox"/> Permanent Total Disability <input type="checkbox"/> Other Recordable Case <input type="checkbox"/> Recordable First Aid Case <input type="checkbox"/> Permanent Partial Disability <input type="checkbox"/> Non-Recordable Case <input type="checkbox"/> No Injury		
Estimated Days Lost:	Estimated Days Hospitalized:	Estimated Days Restricted Duty:
List Primary Body Part Affected:	List Other Body Part(s) Affected:	
Nature of Injury/Illness for Primary Body Part (Examples: Amputation, Burn, Hernia):		
Type of Accident (Examples: Fall same level, Lifting, Bitten, Exerted):		
Source of Accident (Examples: Crane, Carbon Monoxide, Ladder, Welding Equipment):		
7. Causal Factors (Explain answers on supplementary sheet)		
• Design – Design of facility, workplace, or equipment was a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
• Inspection/Maintenance – Inspection & Maintenance procedures were a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
• Persons Physical Condition – In your opinion, the physical condition of the person was a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
• Operation Procedures – Operating procedures were a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
• Job Practices – One or more job safety/health practices not being followed when the accident occurred contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
• Human Factors – One or more human factors, such as a person’s size or strength contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
• Environmental Factors – Heat, cold, dust, sun, glare, etc., contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
• Chemical and Physical Agent Factors – Exposure to chemical agents, such as dust, fumes, mist, vapors, or physical agents such as noise, radiation, etc., contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
• Office Factors – Office setting such as lifting office furniture, carrying, stooping, contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

• Support Factors – Inappropriate tools/resources were provided to perform the task?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• PPE – Improper selection, use or maintenance of PPE contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Drugs/Alcohol – In your opinion, were drugs or alcohol a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Job Hazard Analysis – The lack of an adequate (IAW-EM-385-1-1 Sec 01.A) activity hazard analysis was a contributing factor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Job Hazard Analysis – JHA was not site specific and/or did not address the type of work/operations performed when the mishap occurred.	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Management – A lack of adequate supervision contributed to the accident.	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Management – Inadequate information was provided at pre con meeting.	<input type="checkbox"/> Yes <input type="checkbox"/> No

8. OSHA Information

Date OSHA was Notified:	Date(s) of Investigation:	Date of citation: <i>(Attach Copy)</i>	Dollar amount of Penalties:
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9. Report Preparer

Name (Last, First, MI):	Date of Report:
Title: Employer: Phone #:	Signature:

CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR) INSTRUCTIONS
Complete Sections Appropriate to Incident (Rev. 06/02).

SECTION 4 - CONTRACTOR INFORMATION

TYPE OF CONTRACT - Mark appropriate box. A/E means architect/engineer. If "OTHER" is marked, specify type of contract on line provided. **CONTRACT NUMBER/TITLE** - Enter complete contract number and title of prime contract (e.g. N62477-85-C-0100, 184 Pearl City Hsg. Revitalization). **CONSTRUCTION INDUSTRIAL GROUP AND INDUSTRIAL TYPE** – This is the type of construction that will be done at this project.

1. First, you must choose the Industrial Group. You have 4 choices to choose from: (**NOTE!** Review of the Industrial Types below and knowing what the projects scope of work is will assist you in deciding what the Industrial Group should be.)

- a. Buildings
- b. Heavy Industrial
- c. Infrastructure
- d. Light Industrial

2. Once you have chosen the Industrial Group, you now select the Industrial Type.

You have multiple choices under each Group, chose the one you feel fits the

project most closely because on most projects there won't be an exact match:

- a. Buildings:
 - (1) Communications Ctr.
 - (2) Dormitory/Hotel
 - (3) High-rise Office
 - (4) Hospital
 - (5) Housing
 - (6) Laboratory
 - (7) Low-rise Office
 - (8) Maintenance Facility
 - (9) Parking Garage
 - (10) Physical Fitness Ctr.
 - (11) Restaurant/Nightclub
 - (12) School
 - (13) Warehouse
- b. Heavy Industrial:
 - (1) Chemical Mfg.
 - (2) Electrical (Generating)
 - (3) Environmental
 - (4) Metals Refining/Processing
 - (5) Mining
 - (6) Natural Gas Processing
 - (7) Oil Exploration/Production
 - (8) Oil Refining
 - (9) Pulp and Paper
- c. Infrastructure:

- (1) Airport
 - (2) Electrical Distribution
 - (3) Flood Control
 - (4) Highway
 - (5) Marine Facilities
 - (6) Navigation
 - (7) Rail
 - (8) Tunneling
 - (9) Water/Wastewater
- d. Light Industrial:
- (1) Automotive Assembly/Mfg.
 - (2) Consumer Products Mfg.
 - (3) Foods
 - (4) Microelectronics Mfg.
 - (5) Office Products Mfg.
 - (6) Pharmaceuticals Mfg.

CONTRACTOR'S NAME/ADDRESS/PHONE NUMBER

- (1) PRIME - Enter the exact name (title of firm), address, phone and fax numbers of the prime contractor.
- (2) SUBCONTRACTOR - Enter the exact name, address, phone and fax numbers of any subcontractor involved in the accident.

SAFETY MANAGER'S NAME

- (1) PRIME - Enter the name of the prime contractor safety manager.
- (2) SUBCONTRACTOR - Enter the name of the subcontractors safety manager.

INSURANCE CARRIER

- (1) PRIME - Enter the exact name/title of the prime's insurance company. Policy number not required.
- (2) SUBCONTRACTOR - Enter the exact name of the subcontractor's insurance company. Policy number not required.

SECTION 5 - ACCIDENT DESCRIPTION

DATE OF ACCIDENT - Enter the month, day, and year of accident.

TIME OF ACCIDENT - Enter the local time of accident in military time. Example: 14:30 hrs (not 2:30 p.m.).

EXACT LOCATION OF ACCIDENT - Enter facts needed to locate the accident scene (installation/project name, building/room number, street, direction and distance from closest landmark, etc.).

DESCRIBE THE ACCIDENT IN DETAIL. Fully describe the accident in the space provided. If property damage involved, give estimated dollar amount of damage and/or repair costs involved. If additional space is needed continue on a separate sheet and attach to this report. Give the sequence of events that describe what happened leading up to and including the accident. Fully identify personnel and equipment involved and their role(s) in the accident. Ensure that relationships between personnel and equipment are clearly specified. Ensure questions below regarding direct cause(s), indirect cause(s), and actions taken are answered. **NOTE!** Review questions in Section 7 below before completing. **DIRECT CAUSE(S)** - The direct cause is that single factor which most directly lead to the accident. See examples below.

INDIRECT CAUSE(S) - Indirect cause are those factors, which contributed to, but did not directly initiate the occurrence of the accident.

Examples for Direct and Indirect Cause:

1. Employee was dismantling scaffold and fell 12 feet from unguarded opening.

Direct cause: Failure to provide fall protection at elevation
Indirect causes: Failure to enforce safety requirements: improper training/motivation of employee (possibility that employee was not knowledgeable of fall protection requirements or was lax in his attitude toward safety); failure to ensure provision of positive fall protection whenever elevated; failure to address fall protection during scaffold dismantling in phase hazard analysis.

2. Private citizen had stopped his vehicle at intersection for red light when vehicle was struck in rear by contractor vehicle. (note contractor vehicles was in proper safe working condition.)

Direct cause: Failure of contractor driver to maintain control of and stop contractor vehicle within safe distance.

Indirect cause: Failure of employee to pay attention to driving (defensive driving).

ACTION(S) TAKEN TO PREVENT RE-OCCURRENCE OR PROVIDE ON-GOING CORRECTIVE ACTIONS. Fully describe all the actions taken, anticipated, and recommended to eliminate the cause(s) and prevent reoccurrence of similar accidents/illnesses. Continue on back or additional sheets of paper if necessary to fully explain and attach to the complete report form.

CORRECTIVE ACTION DATES -

- (1) Beginning - Enter the date when the corrective action(s) identified above will begin.
- (2) Anticipated Completion - Enter the date when the corrective action(s) identified above will be completed.

PERSONAL PROTECTIVE EQUIPMENT (PPE) - Mark appropriate box(es) and list PPE which was being used by the injured person at the time of the accident (e.g. protective clothing, shoes, glasses, goggles, respirator, safety belt, harness, etc.)

TYPE OF CONTRACTOR EQUIPMENT - Enter the Serial Number, Model Number and specific type of equipment involved in the mishap (e.g. dump truck (off highway), crane (rubber tire), pump truck (concrete), etc.).

WAS HAZARDOUS MATERIAL SPILLED/RELEASED? - Mark appropriate block and list name(s) of any reportable quantities of hazardous materials spilled/released during the mishap.

WHO PROVIDED FIRST AID OR CLEAN-UP OF MISHAP SITE? - List name(s) of individual(s) and employer, if known.

ANY BLOOD-BORNE PATHOGEN EXPOSURE, OTHER THAN EMT? - Mark appropriate block and list name(s) of individual(s) and employer, if known.

LIST OSHA AND/OR EM 385-1-1 STANDARDS THAT WERE VIOLATED. - Self explanatory.

WAS SITE SECURED AND WITNESS STATEMENT TAKEN IMMEDIATELY? - Mark appropriate block and list by whom.

SECTION 6 - INJURY/ILLNESS/FATALITY INFORMATION

SERVERTY OF INJURY/ILLNESS – Mark appropriate box.

ESTIMATED DAYS LOST - Enter the estimated number of workdays the person will lose from work. Update when final data is known.

ESTIMATED DAYS HOSPITALIZED - Enter the estimated number of workdays the person will be hospitalized. Update when final data is known.

ESTIMATED DAYS RESTRICTED DUTY - Enter the estimated number of workdays the person, as a result of the accident, will not be able to perform all of their regular duties. Update when final data is known.

BODY PART(S) AFFECTED - Enter the most appropriate primary and when applicable, secondary, etc. body part(s) affected (e.g. arm: wrist: abdomen: single eye; jaw : both elbows: second finger: great toe: collar bone: kidney, etc.).

NATURE OF INJURY/ILLNESS FOR PRIMARY BODY PART - Enter the most appropriate nature of injury/illness (e.g. amputation, back strain, dislocation, laceration, strain, asbestosis, food poisoning, heart conditions, etc.).

TYPE AND SOURCE OF INJURY/ILLNESS - Type and Source Codes are used to describe what caused the incident.

- (1) TYPE Code stands for an "Action" (Example: Worker, installing conduit, lost his balance and fell five feet from a ladder. Type Code: Fell different levels".) Select the most appropriate Type of injury from the list below:

TYPE OF INJURY/ILLNESS

STRUCK BY/AGAI NST	CONTACTED CONTACTED WITH (INJURED PERSON MOVING) CONTACTED BY (OBJECT WAS
--------------------------	---

FELL, SLIPPED, TRIPPED SAME LEVEL/DIFFERENT LEVEL/NO FALL	EXERTED LIFTED, STRAINED BY (SINGLE ACTION) STRESSED BY (REPEATED ACTION)
CAUGHT ON/IN/BETWEEN	EXPOSED INHALED/INGESTED/ABSORBED/EXPOSED TO
PUNCTURED, LACERATED PUNCTURED BY/CUT BY/STUNG BY/BITTEN BY	TRAVELING IN

(2) SOURCE Code stands for an "object or substance." (Example: Worker, installing conduit, lost his balance and fell five feet from a ladder. Source Code: "Ladder".) Select the most appropriate Source of injury from the list below:

SOURCE OF INJURY/ILLNESS

BUILDING OR WORKING AREA WALKING/WORKING AREA STAIRS/STEPS LADDER FURNITURE BOILER/PRESSURE VESSEL EQUIPMENT LAYOUT WINDOWS/DOORS ELECTRICITY	DUST, VAPOR, ETC. DUST (SILICA, COAT, ETC.) FIBERS ASBESTOS GASES CARBON MONOXIDE MIST, STEAM, VAPOR, FUME WELDING FUMES PARTICLES (UNIDENTIFIED)
ENVIRONMENT CONDITION TEMPERATURE EXTREME (INDOOR) WEATHER (ICE, RAIN, HEAT, ETC.) FIRE, FLAME, SMOTE (NOT TOBACCO) NOISE RADIATION LIGHT VENTILATION TOBACCO SMOKE STRESS (EMOTIONAL) CONFINED SPACE	CHEMICAL, PLASTIC, ETC. DRY CHEMICAL - CORROSIVE DRY CHEMICAL - TOXIC DRY CHEMICAL - EXPLOSIVE DRY CHEMICAL - FLAMMABLE LIQUID CHEMICAL - CORROSIVE LIQUID CHEMICAL - TOXIC LIQUID CHEMICAL - EXPLOSIVE LIQUID CHEMICAL - FLAMMABLE PLASTIC WATER MEDICINE
MACHINE OR TOOL HAND TOOL (POWERED: SAW, GRINDER, ETC.) HAND TOOL (NON POWERED) MECHANICAL POWER TRANSMISSION APPARATUS GUARD, SHIELD (FIXED, MOVEABLE, INTERLOCK) VIDEO DISPLAY TERMINAL PUMP, COMPRESSOR, AIR PRESSURE TOOL HEATING EQUIPMENT	INANIMATE OBJECT BOX, BARREL, ETC. PAPER METAL ITEM, MINERAL NEEDLE GLASS SCRAP, TRASH, WOOD FOOD

WELDING EQUIPMENT	CLOTHING, APPAREL, SHOES
MACHINE OR TOOL HAND TOOL (POWERED: SAW, GRINDER, ETC.) HAND TOOL (NON POWERED) MECHANICAL POWER TRANSMISSION APPARATUS GUARD, SHIELD (FIXED, MOVEABLE, INTERLOCK) VIDEO DISPLAY TERMINAL PUMP, COMPRESSOR, AIR PRESSURE TOOL HEATING EQUIPMENT WELDING EQUIPMENT	INANIMATE OBJECT BOX, BARREL, ETC. PAPER METAL ITEM, MINERAL NEEDLE GLASS SCRAP, TRASH, WOOD FOOD CLOTHING, APPAREL, SHOES
VEHICLE AS DRIVER OF PRIVATELY OWNED, RENTAL VEH. AS PASSENGER OF PRIVATELY OWNED, RENTAL VEH. DRIVER OF GOVERNMENT VEHICLE PASSENGER OF GOVERNMENT VEHICLE COMMON CARRIER (AIRLINE, BUS, ETC.) AIRCRAFT (NOT COMMERCIAL) BOAT, SHIP, BARGE	ANIMATE OBJECT DOG OTHER ANIMAL PLANT INSECT HUMAN (VIOLENCE) HUMAN (COMMUNICABLE DISEASE) BACTERIA, VIRUS (NOT HUMAN CONTACT)
MATERIAL HANDLING EQUIPMENT EARTHMOVER (TRACTOR, BACKHOE, ETC.) CONVEYOR (FOR MATERIAL AND EQUIPMENT) ELEVATOR, ESCALATOR, PERSONNEL HOIST HOIST, SLING CHAIN, JACK CRANE FORKLIFT HANDTRUCK, DOLLY	PERSONAL PROTECTIVE EQUIPMENT PROTECTIVE CLOTHING, SHOES, GLASSES, GOGGLES RESPIRATOR, MASK DIVING EQUIPMENT SAFETY BELT, HARNESS PARACHUTE

SECTION 7 - CAUSAL FACTORS

Review thoroughly. Answer each question by marking the appropriate block. **NOTE!** If any answer is yes, explain in section 5 above.

- (1) **DESIGN** - Did inadequacies associated with the building or work site play a role? Would an improved design or layout of the equipment or facilities reduce the likelihood of similar accidents? Were the tools or other equipment designed and intended for the task at hand?
- (2) **INSPECTION/MAINTENANCE** - Did inadequately or improperly maintained equipment, tools, workplace, etc., create or worsen any hazards that contributed to the accident? Would better equipment, facility, work site or work activity inspections have helped avoid the accident?
- (3) **PERSONS PHYSICAL CONDITION** - Do you feel that the accident would probably not have occurred if the employee was in "good" physical condition? If the person involved in the accident had been in better physical condition, would the accident have been less severe or avoided altogether? Was overexertion a factor?
- (4) **OPERATION PROCEDURES** - Did lack of or inadequacy within established operating procedures contribute to the accident? Did any aspect of the procedures introduce any hazard to, or increase the risk associated with the work process? Would establishment or improvement of operating procedures reduce the likelihood of similar accidents?
- (5) **JOB PRACTICES** - Were any of the provision of the Safety and Health Requirements Manual (EM 385-1-1) violated? Was the task being accomplished in a manner which was not in compliance with an established job hazard analysis or activity hazard analysis? Did any established job practice (including EM 385-1-1) fail to adequately address the task or work process? Would better job practices improve the safety of the task?
- (6) **HUMAN FACTORS** - Was the person under undue stress (either internal or external to the job)? Did the task tend toward overloading the capabilities of the person: i.e., did the job require tracking and reacting to many external inputs such as displays, alarms, or signals? Did the arrangement of the workplace tend to interfere with efficient task performance? Did the task require reach strengths, endurance

(8) **CHEMICAL AND PHYSICAL AGENT FACTORS** - Did exposure to chemical agents (either single shift exposure or long-term exposure such as dusts, fibers, (asbestos, etc.), silica, gases (carbon, monoxide, chlorine, etc.), mists, steam, vapors, fumes, smoke, other particulates, liquid or dry chemicals that are corrosive, toxic, explosive or flammable, by-products of combustion or physical agents such as noise, ionizing radiation, non-ionizing radiation (UV radiation created during welding, etc.) contribute to the accident/incident?

(9) **OFFICE FACTORS** - Did the fact that the accident occurred in an office setting or to an office worker have a bearing on its cause? For example, office workers tend to have less experience and training in performing tasks such as lifting office furniture. Did physical hazards within the office environment contribute to the hazard?

(10) **SUPPORT FACTORS** - Was the person using an improper tool for the job? Was inadequate time available or utilized to safely accomplish the task? Were less than adequate personnel resources (in terms of employee skills, number of workers, and adequate supervision) available to get the job done properly? Was funding available, utilized and adequate to provide proper tools, equipment, personnel, site preparation, etc.

(11) **PERSONAL PROTECTIVE EQUIPMENT** - Did the person fail to use appropriate personal protective equipment (gloves, eye protection, hard-toed shoes, respirator, etc) for the task or environment? Did protective equipment provided or worn fail to provide adequate protection from the hazard(s)? Did lack of or inadequate maintenance of protective gear contribute to the accident?

(12) **DRUGS/ALCOHOL** - Is there any reason to believe the person's mental or physical capabilities, judgment, etc., were impaired or altered by the use of drugs or alcohol? Consider the effects of prescription medicine and over the counter medications as well as illicit drug use. Consider the effect of drug or alcohol induced "hangovers".

(13) **JOB/ACTIVITY HAZARD ANALYSIS** - Was a written Job/Activity Analysis completed for the task being performed at the time of the accident? If one was made, did it address the hazard adequately or does it need to be updated? If none made, will one be made? These may also need to be addressed in the Corrective Actions Taken section. Mark the appropriate box. If one was made, attach a copy of the analysis to the report.

(14) **MANAGEMENT** - Did the lack of supervisor or management support play a part in the mishap? Mark the appropriate box.

SECTION - 8 OSHA INFORMATION -

Complete this section if applicable SECTION

9 - REPORT PREPARER

Providing a completed CSIR to the Contracting Officer is the PRIME CONTRACTOR'S RESPONSIBILITY. Enter the name, date of report, title, employer, phone number and signature of person completing the accident report and provide it to the Contracting Officer, or his representative, responsible for oversight of that contractor activity. **NOTE!** If prepared by other than the Prime Contractor, a person employed by the Prime Contractor must sign that they have reviewed and concur with the report and it's findings (e.g. company owner, project supervisor/foreman, Safety Officer, etc.).

<u>ATTACHMENT J-0200000-06</u> <u>GOVERNMENT-FURNISHED</u> <u>PROPERTY, MATERIALS, AND</u> <u>SERVICES</u>
<u>GOVERNMENT-FURNISHED PROPERTY - NONE</u>
<u>GOVERNMENT-FURNISHED MATERIAL - NONE</u>
<u>GOVERNMENT-FURNISHED SERVICES - NONE</u>

ATTACHMENT J-0200000-07
EXHIBIT LINE ITEM NUMBERS

Line Item 0001 Firm Fixed Price - Base Period						
PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, ATTACHMENT J-02000000-3A, FIRM FIXED PRICE - IN ACCORDANCE WITH SECTION C, SPEC ITEM 3 ELINs A001						
ELIN/ Sub ELIN	Description	Qty	Unit of Issue	Unit Price	Total	CAC
A001 - REGION Spec Item 3						
A001AA	Provide all Sampling, Laboratory Analysis, and all Administration and Documentation services required for compliance with NJDEPS Permit No. NJ0023540 identified in ATTACHMENT J-0200000-3A	12	MO	\$ _____	\$ _____	928H
	TOTAL FFP / RECURRING PRICE - BASE PERIOD				\$ _____	

Line Item 0002 Indefinity Delivery / Indefinite Quantity - Base Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND FOR DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, INDEFINITE DELIVERY / INDEFINITE QUANTITY IN ACCORDANCE WITH SECTION C, SPEC ITEM 4 ELINs A700 through A702						
ELIN	Product / Service Name	Description Extended	Est. Qty	Unit of issue	Unit Price	Extended Price
A700	Labor	Provide trained and certified personnel to perform sampling, testing, analysis and laboratory services as identified in Individual Task Order Scope of Work. (Quantities must be negotiated by the Contracting Officer prior to issuance of Task Order)	150	Labor Hour	\$ _____	\$ _____
A701	Materials	Provide all materials as specified in the Individual Task Order. (Material must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$8,500.00	\$8,500.00
A702	Certified Laboratory Analysis	Provide Certified Laboratory Services as specified in the Individual Task Order. (Lab services must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$15,000.00	\$15,000.00
		TOTAL INDEFINITE QUANTITY / NON-RECURRING PRICE BASE YEAR				\$ _____

Line Item 0003 Firm Fixed Price – 1st Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, ATTACHMENT J-02000000-3A, FIRM FIXED PRICE - IN ACCORDANCE WITH SECTION C, SPEC ITEM 3 ELINs B001						
ELIN/ Sub ELIN	Description	Qty	Unit of Issue	Unit Price	Total	CAC
B001 - REGION Spec Item 3						
B001AA	Provide all Sampling, Laboratory Analysis, and all Administration and Documentation services required for compliance with NJDEPS Permit No. NJ0023540 identified in ATTACHMENT J-02000000-3A	12	MO	\$ _____	\$ _____	928H
	TOTAL FFP / RECURRING PRICE – 1ST OPTION PERIOD				\$ _____	

Line Item 0004 Indefinity Delivery / Indefinite Quantity – 1st Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND FOR DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, INDEFINITE DELIVERY / INDEFINITE QUANTITY IN ACCORDANCE WITH SECTION C, SPEC ITEM 4 ELINs B700 through B702						
ELIN	Product / Service Name	Description Extended	Est. Qty	Unit of issue	Unit Price	Extended Price
B700	Labor	Provide trained and certified personnel to perform sampling, testing, analysis and laboratory services as identified in Individual Task Order Scope of Work. (Quantities must be negotiated by the Contracting Officer prior to issuance of Task Order)	150	Labor Hour	\$ _____	\$ _____
B701	Materials	Provide all materials as specified in the Individual Task Order. (Material must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$8,500.00	\$8,500.00
B702	Certified Laboratory Analysis	Provide Certified Laboratory Services as specified in the Individual Task Order. (Lab services must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$15,000.00	\$15,000.00
		TOTAL INDEFINITE QUANTITY / NON-RECURRING PRICE – 1ST OPTION PERIOD				\$ _____

Line Item 0005 Firm Fixed Price – 2nd Option Period						
PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, ATTACHMENT J-02000000-3A, FIRM FIXED PRICE - IN ACCORDANCE WITH SECTION C, SPEC ITEM 3 ELINs C001						
ELIN/ Sub ELIN	Description	Qty	Unit of Issue	Unit Price	Total	CAC
C001 - REGION Spec Item 3						
C001AA	Provide all Sampling, Laboratory Analysis, and all Administration and Documentation services required for compliance with NJDEPS Permit No. NJ0023540 identified in ATTACHMENT J-02000000-3A	12	MO	\$_____	\$_____	928H
	TOTAL FFP / RECURRING PRICE – 2nd OPTION PERIOD				\$_____	

Line Item 0006 Indefinity Delivery / Indefinite Quantity – 2nd Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND FOR DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, INDEFINITE DELIVERY / INDEFINITE QUANTITY IN ACCORDANCE WITH SECTION C, SPEC ITEM 4 ELINs C700 through C702						
ELIN	Product / Service Name	Description Extended	Est. Qty	Unit of issue	Unit Price	Extended Price
C700	Labor	Provide trained and certified personnel to perform sampling, testing, analysis and laboratory services as identified in Individual Task Order Scope of Work. (Quantities must be negotiated by the Contracting Officer prior to issuance of Task Order)	150	Labor Hour	\$ _____	\$ _____
C701	Materials	Provide all materials as specified in the Individual Task Order. (Material must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$8,500.00	\$8,500.00
C702	Certified Laboratory Analysis	Provide Certified Laboratory Services as specified in the Individual Task Order. (Lab services must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$15,000.00	\$15,000.00
		TOTAL INDEFINITE QUANTITY / NON-RECURRING PRICE – 2nd OPTION PERIOD				\$ _____

Line Item 0007 Firm Fixed Price – 3rd Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, ATTACHMENT J-02000000-3A, FIRM FIXED PRICE - IN ACCORDANCE WITH SECTION C, SPEC ITEM 3 ELINs D001						
ELIN/ Sub ELIN	Description	Qty	Unit of Issue	Unit Price	Total	CAC
D001 - REGION Spec Item 3						
D001AA	Provide all Sampling, Laboratory Analysis, and all Administration and Documentation services required for compliance with NJDEPS Permit No. NJ0023540 identified in ATTACHMENT J-02000000-3A	12	MO	\$ _____	\$ _____	928H
	TOTAL FFP / RECURRING PRICE – 3rd OPTION PERIOD				\$ _____	

Line Item 0008 Indefinity Delivery / Indefinite Quantity – 3rd Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND FOR DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, INDEFINITE DELIVERY / INDEFINITE QUANTITY IN ACCORDANCE WITH SECTION C, SPEC ITEM 4 ELINs D700 through D702						
ELIN	Product / Service Name	Description Extended	Est. Qty	Unit of issue	Unit Price	Extended Price
D700	Labor	Provide trained and certified personnel to perform sampling, testing, analysis and laboratory services as identified in Individual Task Order Scope of Work. (Quantities must be negotiated by the Contracting Officer prior to issuance of Task Order)	150	Labor Hour	\$ _____	\$ _____
D701	Materials	Provide all materials as specified in the Individual Task Order. (Material must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$8,500.00	\$8,500.00
D702	Certified Laboratory Analysis	Provide Certified Laboratory Services as specified in the Individual Task Order. (Lab services must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$15,000.00	\$15,000.00
		TOTAL INDEFINITE QUANTITY / NON-RECURRING PRICE – 3rd OPTION PERIOD				\$ _____

Line Item 0009 Firm Fixed Price – 4th Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, ATTACHMENT J-02000000-3A, FIRM FIXED PRICE - IN ACCORDANCE WITH SECTION C, SPEC ITEM 3 ELINs E001						
ELIN/ Sub ELIN	Description	Qty	Unit of Issue	Unit Price	Total	CAC
E001 - REGION Spec Item 3						
E001AA	Provide all Sampling, Laboratory Analysis, and all Administration and Documentation services required for compliance with NJDEPS Permit No. NJ0023540 identified in ATTACHMENT J-02000000-3A	12	MO	\$ _____	\$ _____	928H
	TOTAL FFP / RECURRING PRICE – 4th OPTION PERIOD				\$ _____	

Line Item 0010 Indefinity Delivery / Indefinite Quantity – 4th Option Period PROVIDE PRICES FOR SAMPLING, CERTIFIED LABORATORY ANALYSIS, ADMINISTRATION AND FOR DOCUMENTATION SERVICES FOR COMPLIANCE WITH NJDEPS PERMIT NO. NJ0023540, INDEFINITE DELIVERY / INDEFINITE QUANTITY IN ACCORDANCE WITH SECTION C, SPEC ITEM 4 ELINs E700 through E702						
ELIN	Product / Service Name	Description Extended	Est. Qty	Unit of issue	Unit Price	Extended Price
E700	Labor	Provide trained and certified personnel to perform sampling, testing, analysis and laboratory services as identified in Individual Task Order Scope of Work. (Quantities must be negotiated by the Contracting Officer prior to issuance of Task Order)	150	Labor Hour	\$ _____	\$ _____
E701	Materials	Provide all materials as specified in the Individual Task Order. (Material must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$8,500.00	\$8,500.00
E702	Certified Laboratory Analysis	Provide Certified Laboratory Services as specified in the Individual Task Order. (Lab services must be negotiated by the Contracting Officer prior to issuance of Task Order)	1	Lump Sum	\$15,000.00	\$15,000.00
		TOTAL INDEFINITE QUANTITY / NON-RECURRING PRICE – 4th OPTION PERIOD				\$ _____

SECTION J - 1800000
DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
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J-1800000-06	Non-Recurring Steam Condensate Testing
J-1800000-07	Laboratory Sampling Services Historical Data
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J-1800000-09	Waste Water Testing Requirements
J-1800000-10	Potable Water Testing Requirements

ATTACHMENT J-1800000-01
DEFINITIONS AND ACRONYMS

DEFINITION/ACRONYM	DESCRIPTION
Environmental Permits	The facility environmental permits, including NJPDES permits and EPA ID numbers, shall be obtained and held by Mr. James Genke, Environmental Engineer, Naval Weapons Station Earle, Colts Neck NJ.
Hazardous Material (HM)	Any material designated by the Department of Transportation (DOT) as posing a potential threat while being transported. Hazardous materials are listed in 49 CFR Part 172.
Hazardous Waste (HW)	Any discarded solid waste (liquid, semi-solid, solid, or gaseous) that meets the definition of a hazardous waste by USEPA, state authorities, or the Navy. In accordance with RCRA, a solid waste is a listed hazardous waste if it is specifically listed, or it is a characteristic hazardous waste if it exhibits the characteristics of ignitability, corrosiveness, reactivity, or toxicity. Discarded HM/HWORW in this contract is all waste that may be turned in to the Environmental Services contractor, including RCRA hazardous waste, state regulated waste, Universal Waste, Toxic Substance Control Act (TSCA) regulated waste, and non-hazardous waste.
Hazardous Waste Management Plan	In accordance with OPNAVINST 5090.1C, every Navy shore activity that generates HW shall develop and use a HW Management Plan or a HW management component in its P2 Plan and EMS. A HW Management Plan shall: <ul style="list-style-type: none"> – Identify applicable federal, state, and local regulations pertaining to the generation and management of HW. – Identify training requirements and describe procedures for obtaining training and maintaining training records. – Assign responsibilities for the generation, designation, handling, storage, treatment, disposal, and all documentation. – Describe all HW generation and management procedures. – Include or reference the HW minimization plan and goals. – Include or reference contingency plans and emergency response procedures. The plan shall be kept up to date to include changes in HW generation and management procedures, as well as changes in applicable federal, state, and local HW regulations. The plan shall include or reference minimization procedures sufficient to achieve DOD minimization goals. Tenant activities may be covered by the host CO's HW Management Plan.
HW Manifest	A HW manifest as defined in 40 CFR 260 is required for the transport of hazardous waste. The installation commanding officer (ICO) or the ICO's designated representative shall retain signature authority for HW manifests.

ATTACHMENT J-1800000-01
DEFINITIONS AND ACRONYMS

DEFINITION/ACRONYM	DESCRIPTION
Installation Environmental Program Manager (IEPM)	The Government function on the Installation that has the authority to implement the Navy's environmental policies and decision-making regarding environmental compliance issues as well as environmental operational issues. The IEPM is the primary liaison for all federal, state, and local regulatory agencies and government officials, and the point of contact for all inquiries from outside the installation (e.g., public or news media inquiries) unless otherwise specified in writing.
Sampling Plan	Plan and procedures to conduct sampling, field testing and laboratory analysis for a defined testing objective.
Spill Prevention Control and Countermeasure (SPCC) Plan	Plan and procedures for the installation to exercise oil spill prevention measures and to provide effective countermeasures in the event of oil spill ashore. This may include field testing and inspection services to maintain compliance
Treatment, Storage and Disposal Facility (TSDF)	Facilities that are permitted by RCRA regulations to provide treatment, storage and disposal services for hazardous wastes.
BUMEDINST	Bureau of Medicine and Surgery Instruction
CFR	Code of Federal Regulations
DRMO	Defense Reutilization and Marketing Office
EPA	Environmental Protection Agency
FISC	Fleet Industrial Supply Center
HAZMART	A centralized repository for the control of all hazardous materials that will order, receive, distribute, store, dispose of and track all hazardous materials used in Installation operations.
HMTID	Hazardous Material Turned in for Disposal
HMTIS	Hazardous Material Turned in for Storage
NAVSEA	Naval Sea Systems Command
NELAP	National Environmental Laboratory Accreditation Program
NEPA	National Environmental Policy Act
NON	Notices of Noncompliance
NOV	Notices of Violation
OHS	Oil and Hazardous Substances
OPNAVINST	Chief of Naval Operations Instruction
P2ADS	Pollution Prevention Annual Disposal Summary
POC	Point of Contact
QA/QC	Quality Assurance and Quality Control
RCRA	Resource Conservation and Recovery Act
SPCC	Spill Prevention Control and Countermeasures
TSDF	Treatment Storage and Disposal Facilities

ATTACHMENT J-1800000-02
REFERENCES AND TECHNICAL DOCUMENTS

<u>References</u>	<u>Titles</u>
OPNAVINST 5090.1	Environmental and Natural Resources Program Manual
NAVSEA T0300-AZ-PRO-010	Navy Environmental Compliance Sampling & Field Testing Procedures Manual
DoD Instruction 4715.4	Pollution Prevention
BUMEDINST 6280.1	Management of Infectious Waste
DoD Publication 4715.5-G	Overseas Environmental Baseline Guidance Document
EPA SW-846	Test Methods for Evaluating Solid Waste, Physical/Chemical Methods
EPA PB83-124503	Handbook for Sampling and Sample Preservation of Water and Wastewater.
EPA/600/4-85/013	Methods for Measuring the Acute Toxicity of Effluents to Freshwater and Marine Organisms
	Environmental permits
40 CFR 112	Protection of the Environment – Oil Pollution Protection
	Site Specific Plan (ie SPCC, STMP)
	Overseas Environmental Baseline Guidance Document (OEBGD)

ATTACHMENT J-1800000-03

CURRENT SLUDGE TESTING

PART III LIMITS AND MONITORING REQUIREMENTS

MONITORED LOCATION: SL2A SQAR-Studge Storage Tank
DISCHARGE CATEGORY(IES): S2G - Sludge Quality Category 2 (GP)

Location Description
SQAR samples shall be collected on the liquid residual being discharged from the sludge holding tank. Said information shall be representative of the chemical and physical characteristics of the liquid residual leaving the treatment plant for use or disposal.

Contributing Waste Types
Dom Residual-Other

Residuals DMR Reporting Requirements:
Submit a Semi-Annual DMR: due 60 calendar days after the end of each calendar six months.

Table III - A - 1: Residuals DMR Limits and Monitoring Requirements

Parameter	Sample Point	PHASE: Final		PHASE Start Date:		PHASE End Date:		Limit	Limit	Units	Frequency	Sample Type
		Limit	Limit	Limit	Limit	Limit	Limit					
Solids, Total	Residuals	*****	*****	*****	*****	REPORT Monthly Average	*****	%TS	1/6 Months	Composite		
		QL	***	***	***	***	***	***				
Nitrate Nitrogen, Dry Weight	Residuals	*****	*****	*****	*****	REPORT Monthly Average	*****	MG/KG	1/6 Months	Composite		
		QL	***	***	***	***	***	***				
January thru December Nitrogen, Kjeldahl Total, Dry Wt	Residuals	*****	*****	*****	*****	REPORT Monthly Average	*****	MG/KG	1/6 Months	Composite		
		QL	***	***	***	***	***	***				
January thru December Potassium Dry Weight	Residuals	*****	*****	*****	*****	REPORT Monthly Average	*****	MG/KG	1/6 Months	Composite		
		QL	***	***	***	***	***	***				
January thru December	Residuals	*****	*****	*****	*****	REPORT Monthly Average	*****	MG/KG	1/6 Months	Composite		
		QL	***	***	***	***	***	***				

Residuals DMR Reporting Requirements:

Submit a Semi-Annual DMR, due 60 calendar days after the end of each calendar six months.

Table III - A - 1 : Residuals DMR Limits and Monitoring Requirements

Parameter	Sample Point	PHASE Start Date:		PHASE End Date:		Limit	Limit	Units	Limit	Limit	Units	Frequency	Sample Type
		PHASE: Final	PHASE Start Date:	PHASE End Date:	PHASE: Final								
Nitrogen, Ammonia Dry Weight	Residuals	*****	*****	*****	*****	REPORT Monthly Average	*****	MG/KG	1/6 Months	Composite			
	QL	***	***	***	***	REPORT Monthly Average	***	MG/KG	1/6 Months	Composite			
Calcium Dry Weight	Residuals	*****	*****	*****	*****	REPORT Monthly Average	*****	MG/KG	1/6 Months	Composite			
	QL	***	***	***	***	REPORT Monthly Average	***	MG/KG	1/6 Months	Composite			
Molybdenum Dry Weight	Residuals	*****	*****	*****	*****	REPORT Monthly Average	*****	MG/KG	1/6 Months	Composite			
	QL	***	***	***	***	REPORT Monthly Average	***	MG/KG	1/6 Months	Composite			
Phosphorus Dry Weight	Residuals	*****	*****	*****	*****	REPORT Monthly Average	*****	MG/KG	1/6 Months	Composite			
	QL	***	***	***	***	REPORT Monthly Average	***	MG/KG	1/6 Months	Composite			
Arsenic, Dry Weight	Residuals	*****	*****	*****	*****	REPORT Monthly Average	*****	MG/KG	1/6 Months	Composite			
	QL	***	***	***	***	REPORT Monthly Average	***	MG/KG	1/6 Months	Composite			
Selenium, Dry Weight	Residuals	*****	*****	*****	*****	REPORT Monthly Average	*****	MG/KG	1/6 Months	Composite			
	QL	***	***	***	***	REPORT Monthly Average	***	MG/KG	1/6 Months	Composite			
Copper, Dry Weight	Residuals	*****	*****	*****	*****	REPORT Monthly Average	*****	MG/KG	1/6 Months	Composite			
	QL	***	***	***	***	REPORT Monthly Average	***	MG/KG	1/6 Months	Composite			
January thru December	Residuals	*****	*****	*****	*****	REPORT Monthly Average	*****	MG/KG	1/6 Months	Composite			
	QL	***	***	***	***	REPORT Monthly Average	***	MG/KG	1/6 Months	Composite			

Residuals DMR Reporting Requirements:
Submit a Semi-Annual DMR: due 60 calendar days after the end of each calendar six months.

Table III - A - 1: Residuals DMR Limits and Monitoring Requirements

Parameter	Sample Point	PHASE Start Date:		PHASE End Date:		Limit	Limit	Units	Frequency	Sample Type
		PHASE: Final	PHASE Start Date:	PHASE End Date:	PHASE End Date:					
Beryllium Dry Weight	Residuals	*****	*****	*****	*****	*****	*****	MG/KG	1/6 Months	Composite
		QL	***	***	***	***	***	***	REPORT Monthly Average	***
Cadmium, Dry Weight	Residuals	*****	*****	*****	*****	*****	*****	MG/KG	1/6 Months	Composite
		QL	***	***	***	***	***	***	REPORT Monthly Average	***
Zinc, Dry Weight	Residuals	*****	*****	*****	*****	*****	*****	MG/KG	1/6 Months	Composite
		QL	***	***	***	***	***	***	REPORT Monthly Average	***
January thru December	Residuals	*****	*****	*****	*****	*****	*****	MG/KG	1/6 Months	Composite
		QL	***	***	***	***	***	***	REPORT Monthly Average	***
Lead, Dry Weight	Residuals	*****	*****	*****	*****	*****	*****	MG/KG	1/6 Months	Composite
		QL	***	***	***	***	***	***	REPORT Monthly Average	***
January thru December	Residuals	*****	*****	*****	*****	*****	*****	MG/KG	1/6 Months	Composite
		QL	***	***	***	***	***	***	REPORT Monthly Average	***
Mercury, Dry Weight	Residuals	*****	*****	*****	*****	*****	*****	MG/KG	1/6 Months	Composite
		QL	***	***	***	***	***	***	REPORT Monthly Average	***
January thru December	Residuals	*****	*****	*****	*****	*****	*****	MG/KG	1/6 Months	Composite
		QL	***	***	***	***	***	***	REPORT Monthly Average	***

Residuals DMR Reporting Requirements:

Submit a Semi-Annual DMR: due 60 calendar days after the end of each calendar six months.

Table III - A - 1: Residuals DMR Limits and Monitoring Requirements

Parameter	Sample Point	PHASE Start Date:		PHASE End Date:		Limit	Limit	Units	Limit	Limit	REPORT Monthly Average	Limit	Units	Frequency	Sample Type
		Limit	Limit	Limit	Limit										
Chromium, Dry Weight	Residuals	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	MG/KG	1/6 Months	Composite
		QL	***	***	***	***	***	***	***	***	***	***			
January thru December															

ATTACHMENT J-1800000-04

CURRENT SEWER TREATMENT PLANT TESTING

Surface Water DMR Reporting Requirements:
 Submit a Monthly DMR: within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water DMR Limits and Monitoring Requirements

PHASE:3-Final PHASE Start Date: 01/01/2014 PHASE End Date:

Parameter	Sample Point	Limit	Limit	Units	Limit	Limit	Limit	Limit	Units	Frequency	Sample Type
Solids, Total Suspended	Effluent Gross Value	42	63	KG/DAY	*****	30	45	MG/L	2/Month	6 Hour Composite	
		Monthly Average	Weekly Average		*****	Monthly Average	Weekly Average				
January thru December	QL	***	***		***	***	***				
		Percent Removal	*****	*****	85	*****	*****	PERCENT	2/Month	Calculated	
January thru December	QL	***	***		***	***	***				
		Effluent Gross Value	*****	*****	Monthly Av Minimum	10	15	MG/L	1/Quarter	Grab	
January thru December	QL	***	***		***	***	***				
		Effluent Gross Value	*****	*****	Monthly Average	Instant Maximum	5.13	MG/L	2/Month	6 Hour Composite	
Nitrogen, Ammonia Total (as N)	Effluent Gross Value	5.26	7.18	KG/DAY	*****	3.76	5.13	MG/L	2/Month	6 Hour Composite	
		Monthly Average	Daily Maximum		*****	Monthly Average	Daily Maximum				
May thru October	QL	***	***		***	***	***				
		Effluent Gross Value	7.23	9.85	*****	5.16	7.03	MG/L	2/Month	6 Hour Composite	
November thru April	QL	***	***		***	***	***				
		Effluent Gross Value	7.23	9.85	*****	5.16	7.03	MG/L	2/Month	6 Hour Composite	
Nitrogen, Nitrate Total (as N)	Effluent Gross Value	REPORT Monthly Average	REPORT Daily Maximum	KG/DAY	*****	REPORT Monthly Average	REPORT Daily Maximum	MG/L	2/Year	6 Hour Composite	
		*****	*****		*****	*****					
January thru December	QL	***	***		***	***	***				
		Effluent Gross Value	*****	*****	*****	REPORT Monthly Average	REPORT Daily Maximum	MG/L	2/Year	6 Hour Composite	
E. Coli	Effluent Gross Value	*****	*****	*****	*****	REPORT Monthly Geo Avg	REPORT Instant Maximum	#/100ML	1/6 Months	Grab	
		*****	*****		*****	*****					
January thru December	QL	***	***		***	***	***				
		Effluent Gross Value	*****	*****	*****	REPORT Monthly Geo Avg	REPORT Instant Maximum	#/100ML	1/6 Months	Grab	

Surface Water DMR Reporting Requirements:
 Submit a Monthly DMR: within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water DMR Limits and Monitoring Requirements
 PHASE:3-Final PHASE Start Date: 01/01/2014 PHASE End Date:

Parameter	Sample Point	Limit	Limit	Units	Limit	Limit	Limit	Units	Frequency	Sample Type
Coliform, Fecal General	Effluent Gross Value	*****	*****	*****	*****	200 Monthly Geo Avg	400 Weekly Geometric	#/100ML	2/Month	Grab
	QL	***	***		***	***	***			
January thru December	Effluent Gross Value	*****	*****	*****	44 Report Per Minimum	*****	*****	%EFFL	1/6 Months	Composite
	QL	***	***		***	***	***			
Chlorine Produced Oxidants	Effluent Gross Value	REPORT Monthly Average	0.031 Daily Maximum	KG/DAY	*****	REPORT Monthly Average	0.022 Daily Maximum	MG/L	1/Day	Grab
	MDL	0.14	0.14		***	0.1	0.1			
January thru December	Raw Sew/Influent	*****	*****	*****	*****	REPORT Monthly Average	REPORT Report Per Maximum	DEG.C	1/Day	Grab
	QL	***	***		***	***	***			
Temperature, oC	Effluent Gross Value	*****	*****	*****	*****	REPORT Monthly Average	REPORT Report Per Maximum	DEG.C	1/Day	Grab
	QL	***	***		***	***	***			
January thru December	Effluent Gross Value	*****	*****	*****	5.0 Instant Minimum	6.0 Daily Avg Minimum	*****	MG/L	2/Month	Grab
	QL	***	***		***	***	***			
Oxygen, Dissolved (DO)	Effluent Gross Value	*****	*****	*****	Instant Minimum	Daily Avg Minimum	*****			
	QL	***	***		***	***	***			
January thru December	QL	***	***		***	***				

Surface Water DMR Reporting Requirements:
 Submit a Monthly DMR: within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water DMR Limits and Monitoring Requirements

Parameter	Sample Point	Limit	Limit	Units	Limit	Limit	Units	Frequency	Sample Type
		Effluent Gross Value	0.14 Monthly Average		0.21 Weekly Average	KG/DAY			
Phosphorus, Total (as P)					****			2/Month	6 Hour Composite
January thru December	QL	****	****		****	****			

Surface Water WCR - Annual Reporting Requirements:
 Submit an Annual WCR: within twenty-five days after the end of every 12 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 4: Surface Water WCR - Annual Limits and Monitoring Requirements
 PHASE: Final PHASE Start Date: 02/01/2009 PHASE End Date:

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Chromium Trivalent (as Cr) Total Recov.	Effluent Gross Value	REPORT ROL = 8	UG/L	6 Hour Composite	January thru December
Cyanide, Total (as CN)	Effluent Gross Value	REPORT ROL = 40	UG/L	6 Hour Composite	January thru December
Arsenic, Total Recoverable (as As)	Effluent Gross Value	REPORT ROL = 8	UG/L	6 Hour Composite	January thru December
Selenium, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	MGL	6 Hour Composite	January thru December

Surface Water WCR - Annual Reporting Requirements:

Submit an Annual WCR: within twenty-five days after the end of every 12 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 4: Surface Water WCR - Annual Limits and Monitoring Requirements

PHASE: Final

PHASE Start Date: 02/01/2009

PHASE End Date:

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Thallium, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Beryllium, Total Recoverable (as Be)	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Barium, Total Recoverable (as Ba)	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Nickel, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Cadmium, Total Recoverable	Effluent Gross Value	REPORT ROL = 4	UG/L	6 Hour Composite	January thru December
Lead, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Chromium, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Copper, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Antimony, Total Recoverable	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Mercury, Total Recoverable	Effluent Gross Value	REPORT ROL = 1	MGL	6 Hour Composite	January thru December
Chromium, Hexavalent Tot Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Acenaphthylene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Acenaphthene	Effluent Gross Value	REPORT ROL = 9.5	UG/L	6 Hour Composite	January thru December
Anthracene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Benzo(b)fluoranthene (3,4-benzo)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Annual Reporting Requirements:
Submit an Annual WCR: within twenty-five days after the end of every 12 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 4: Surface Water WCR - Annual Limits and Monitoring Requirements
PHASE: Final PHASE Start Date: 02/01/2009 PHASE End Date:

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Benzo(k)fluoranthene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Benzo(a)pyrene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Bis(2-chloroethyl) ether	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Bis(2-chloroethoxy) methane	Effluent Gross Value	REPORT ROL = 26.5	UG/L	6 Hour Composite	January thru December
Bis (2-chloroiso-propyl) ether	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Butyl benzyl phthalate	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Chrysene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Diethyl phthalate	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Dimethyl phthalate	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
1,2-Diphenylhydrazine	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Fluoranthene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Fluorene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Hexachlorocyclopentadiene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Hexachloroethane	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Indeno(1,2,3-cd)pyrene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Annual Reporting Requirements:
 Submit an Annual WCR: within twenty-five days after the end of every 12 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 4: Surface Water WCR - Annual Limits and Monitoring Requirements
PHASE: Final **PHASE Start Date: 02/01/2009** **PHASE End Date:**

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Isophorone	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
N-nitrosodi-n-propylamine	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
N-nitrosodiphenyl-amine	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
N-nitrosodimethyl-amine	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Nitrobenzene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Phenanthrene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Pyrene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Benzo(ghi)perylene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Benzo(a)anthracene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
1,2-Dichlorobenzene	Effluent Gross Value	REPORT ROL = 9	UG/L	6 Hour Composite	January thru December
1,2,4-Trichloro-benzene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Dibenzo(a,h)anthracene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
1,3-Dichlorobenzene	Effluent Gross Value	REPORT ROL = 9	UG/L	6 Hour Composite	January thru December
1,4-Dichlorobenzene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
2-Chloronaphthalene	Effluent Gross Value	REPORT ROL = 9.5	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Annual Reporting Requirements:

Submit an Annual WCR: within twenty-five days after the end of every 12 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 4: Surface Water WCR - Annual Limits and Monitoring Requirements
PHASE: Final **PHASE Start Date: 02/01/2009** **PHASE End Date:**

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Di-n-octyl Phthalate	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
2,4-Dinitrotoluene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
2,6-Dinitrotoluene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
3,3'-Dichloro-benzidine	Effluent Gross Value	REPORT ROL = 9.5	UG/L	6 Hour Composite	January thru December
4-Bromophenyl phenyl ether	Effluent Gross Value	REPORT ROL = 60	UG/L	6 Hour Composite	January thru December
Naphthalene	Effluent Gross Value	REPORT ROL = 9.5	UG/L	6 Hour Composite	January thru December
Bis(2-ethylhexyl) phthalate	Effluent Gross Value	REPORT ROL = 8	UG/L	6 Hour Composite	January thru December
Di-n-butyl phthalate	Effluent Gross Value	REPORT ROL = 30	UG/L	6 Hour Composite	January thru December
Benzidine	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Hexachlorobenzene	Effluent Gross Value	REPORT ROL = 50	UG/L	6 Hour Composite	January thru December
Hexachlorobutadiene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
1,3-Dichloropropene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
1,2,4,5-Tetrachloro-benzene	Effluent Gross Value	REPORT ROL = 7	UG/L	Grab	January thru December
N-nitrosodiethyl-amine	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
N-nitrosopyrrolidine	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Annual Reporting Requirements:
 Submit an Annual WCR: within twenty-five days after the end of every 12 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 4: Surface Water WCR - Annual Limits and Monitoring Requirements

PHASE: Final **PHASE Start Date:** 02/01/2009 **PHASE End Date:**

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Carbon Tetrachloride	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
1,2-Dichloroethane	Effluent Gross Value	REPORT ROL = 3	UG/L	Grab	January thru December
Bromoform	Effluent Gross Value	REPORT ROL = 8	UG/L	Grab	January thru December
Chloroform	Effluent Gross Value	REPORT ROL = 5	UG/L	Grab	January thru December
Toluene	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
Benzene	Effluent Gross Value	REPORT ROL = 7	UG/L	Grab	January thru December
Acrolein	Effluent Gross Value	REPORT ROL = 50	UG/L	Grab	January thru December
Acrylonitrile	Effluent Gross Value	REPORT ROL = 50	UG/L	Grab	January thru December
Chlorobenzene	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
Chlorodibromomethane	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
Ethylbenzene	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
Methyl Bromide	Effluent Gross Value	REPORT ROL = 9	UG/L	Grab	January thru December
Methyl Chloride	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Methylene Chloride	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
Tetrachloroethylene	Effluent Gross Value	REPORT ROL = 9	UG/L	Grab	January thru December

Surface Water WCR - Annual Reporting Requirements:

Submit an Annual WCR: within twenty-five days after the end of every 12 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 4: Surface Water WCR - Annual Limits and Monitoring Requirements**PHASE: Final****PHASE Start Date: 02/01/2009****PHASE End Date:**

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Trichlorofluoro-methane	Effluent Gross Value	REPORT ROL = 5	UG/L	Grab	January thru December
1,1-Dichloroethane	Effluent Gross Value	REPORT ROL = 23.5	UG/L	Grab	January thru December
1,1-Dichloroethylene	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
1,1,1-Trichloro-ethane	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
1,1,2-Trichloro-ethane	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
1,1,2,2-Tetrachloro-ethane	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
1,2-Dichloropropene	Effluent Gross Value	REPORT ROL = 5	UG/L	Grab	January thru December
1,2-trans-Dichloro-ethylene	Effluent Gross Value	REPORT ROL = 4	UG/L	Grab	January thru December
2-Chloroethyl Vinyl Ether (Mixed)	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Bromodichloromethane	Effluent Gross Value	REPORT ROL = 5	UG/L	Grab	January thru December
Vinyl Chloride	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Trichloroethylene	Effluent Gross Value	REPORT ROL = 5	UG/L	Grab	January thru December
N-Nitrosodi-n-butylamine	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Chloroethane	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
2,3,7,8-Tetrachloro-dibenzo-p-dioxin	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Annual Reporting Requirements:

Submit an Annual WCR: within twenty-five days after the end of every 12 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 4: Surface Water WCR - Annual Limits and Monitoring Requirements

PHASE: Final PHASE Start Date: 02/01/2009 PHASE End Date:

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
4-Chlorophenyl phenyl ether	Effluent Gross Value	REPORT RQL = 21	UG/L	6 Hour Composite	January thru December
Pentachlorobenzene	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Comments:

The "Initial" semi-annual WCR phase includes TR Silver and TR Zinc which are to be monitored semiannually throughout the permit cycle. The "Interim" semi-annual phase includes parameters which are to be ONCE PER PERMIT CYCLE, between EDP + 4 years and EDP + 4.5 years. The "final" semi-annual WCR phase includes only TR Silver and TR Zinc.

Table III - A - 5: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE: I-Initial PHASE Start Date: 02/01/2009 PHASE End Date: 01/31/2013

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Silver, Total Recoverable	Effluent Gross Value	REPORT RQL = 2	UG/L	6 Hour Composite	January thru December
Zinc, Total Recoverable	Effluent Gross Value	REPORT RQL = 30	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Comments:

The "Initial" semi-annual WCR phase includes TR Silver and TR Zinc which are to be monitored semiannually throughout the permit cycle. The "Interim" semi-annual phase includes parameters which are to be ONCE PER PERMIT CYCLE, between EDP + 4 years and EDP + 4.5 years. The "Final" semi-annual WCR phase includes only TR Silver and TR Zinc.

Table III - A - 6: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE: 2-Interim

PHASE Start Date: 02/01/2013

PHASE End Date: 07/31/2013

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Chloride (as Cl)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Silver, Total Recoverable	Effluent Gross Value	REPORT ROL = 2	UG/L	6 Hour Composite	January thru December
Zinc, Total Recoverable	Effluent Gross Value	REPORT ROL = 30	UG/L	6 Hour Composite	January thru December
Malathion	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Demeton	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Mirex	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Methoxychlor	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Asbestos (Fibrous)	Effluent Gross Value	REPORT	FIBERS/L	6 Hour Composite	January thru December
Parachloro-m-cresol	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Parathion	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
2,4,5-Trichloro-phenol	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Delta BHC, Total (ug/l)	Effluent Gross Value	REPORT ROL = 0.02	UG/L	6 Hour Composite	January thru December
Endosulfan Sulfate	Effluent Gross Value	REPORT ROL = 0.08	UG/L	6 Hour Composite	January thru December
Beta Endosulfan	Effluent Gross Value	REPORT ROL = 0.04	UG/L	6 Hour Composite	January thru December
Alpha Endosulfan	Effluent Gross Value	REPORT ROL = 0.02	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Comments:

The "Initial" semi-annual WCR phase includes TR Silver and TR Zinc which are to be monitored semiannually throughout the permit cycle. The "Interim" semi-annual phase includes parameters which are to be ONCE PER PERMIT CYCLE, between EDP + 4 years and EDP + 4.5 years. The "final" semi-annual WCR phase includes only TR Silver and TR Zinc.

Table III - A - 6: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE: 2-Interim PHASE Start Date: 02/01/2013 PHASE End Date: 07/31/2013

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Endrin Aldehyde	Effluent Gross Value	REPORT ROL = 0.1	UG/L	6 Hour Composite	January thru December
PCB-1016 (Arochlor 1016)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
4,4'-DDT(p,p-DDT)	Effluent Gross Value	REPORT ROL = 0.06	UG/L	6 Hour Composite	January thru December
4,4'-DDD(p,p-DDD)	Effluent Gross Value	REPORT ROL = 0.04	UG/L	6 Hour Composite	January thru December
4,4'-DDE(p,p-DDE)	Effluent Gross Value	REPORT ROL = 0.04	UG/L	6 Hour Composite	January thru December
Aldrin	Effluent Gross Value	REPORT ROL = 0.04	UG/L	6 Hour Composite	January thru December
Alpha BHC	Effluent Gross Value	REPORT ROL = 0.02	UG/L	6 Hour Composite	January thru December
Beta BHC	Effluent Gross Value	REPORT ROL = 0.04	UG/L	6 Hour Composite	January thru December
Gamma BHC (lindane),	Effluent Gross Value	REPORT ROL = 0.03	UG/L	6 Hour Composite	January thru December
Chlordane	Effluent Gross Value	REPORT ROL = 0.2	UG/L	6 Hour Composite	January thru December
Dieldrin	Effluent Gross Value	REPORT ROL = 0.03	UG/L	6 Hour Composite	January thru December
Endosulfans, Total (alpha and beta)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Endrin	Effluent Gross Value	REPORT ROL = 0.04	UG/L	6 Hour Composite	January thru December
Toxaphene	Effluent Gross Value	REPORT ROL = 1	UG/L	6 Hour Composite	January thru December
Heptachlor	Effluent Gross Value	REPORT ROL = 0.02	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Comments:

The "Initial" semi-annual WCR phase includes TR Silver and TR Zinc which are to be monitored semiannually throughout the permit cycle. The "Interim" semi-annual phase includes parameters which are to be ONCE PER PERMIT CYCLE, between EDP + 4 years and EDP + 4.5 years. The "Final" semi-annual WCR phase includes only TR Silver and TR Zinc.

Table III - A - 6: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE: 2-Interim

PHASE Start Date: 02/01/2013

PHASE End Date: 07/31/2013

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Hepachlor Epoxide	Effluent Gross Value	REPORT ROL = 0.4	UG/L	6 Hour Composite	January thru December
PCB-1221 (Arochlor 1221)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
PCB-1232 (Arochlor 1232)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
PCB-1242 (Arochlor 1242)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
PCB-1248 (Arochlor 1248)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
PCB-1254 (Arochlor 1254)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
PCB-1260 (Arochlor 1260)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Polychlorinated Biphenyls (PCBs)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Chlorpyrifos	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
2-Chlorophenol	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
2-Nitrophenol	Effluent Gross Value	REPORT ROL = 18	UG/L	6 Hour Composite	January thru December
2,4-Dichlorophenol	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
2,4-Dimethylphenol	Effluent Gross Value	REPORT ROL = 13.5	UG/L	6 Hour Composite	January thru December
2,4-Dinitrophenol	Effluent Gross Value	REPORT ROL = 40	UG/L	6 Hour Composite	January thru December
2,4,6-Trichlorophenol	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:
 Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Comments:
 The "Initial" semi-annual WCR phase includes TR Silver and TR Zinc which are to be monitored semiannually throughout the permit cycle. The "Interim" semi-annual phase includes parameters which are to be ONCE PER PERMIT CYCLE, between EDP + 4 years and EDP + 4.5 years. The "Final" semi-annual WCR phase includes only TR Silver and TR Zinc.

Table III - A - 6: Surface Water WCR - Semi Annual Limits and Monitoring Requirements
 PHASE: 2-Interim PHASE Start Date: 02/01/2013 PHASE End Date: 07/31/2013

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
4-Nitrophenol	Effluent Gross Value	REPORT ROL = 12	UG/L	6 Hour Composite	January thru December
4-6-Dinitro-o-cresol	Effluent Gross Value	REPORT ROL = 60	UG/L	6 Hour Composite	January thru December
Phenol Single Compound	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Pentachlorophenol	Effluent Gross Value	REPORT ROL = 30	UG/L	6 Hour Composite	January thru December
Sulfide-Hydrogen Sulfide(undissociat)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Guthion	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December

Table III - A - 7: Surface Water WCR - Semi Annual Limits and Monitoring Requirements
 PHASE: 3-Final PHASE Start Date: 08/01/2013 PHASE End Date:

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Silver, Total Recoverable	Effluent Gross Value	REPORT ROL = 2	UG/L	6 Hour Composite	January thru December
Zinc, Total Recoverable	Effluent Gross Value	REPORT ROL = 30	UG/L	6 Hour Composite	January thru December

ATTACHMENT J-1800000-05

PROPOSED SEWER TREATMENT PLANT TESTING

PART III LIMITS AND MONITORING REQUIREMENTS

MONITORED LOCATION: 001A Sanitary Outfall **RECEIVING STREAM:** Hockhockson Brook **STREAM CLASSIFICATION:** FW2-TM(C2) **DISCHARGE CATEGORY(IES):** A - Sanitary Wastewater

Location Description

The Influent monitoring location shall be before any treatment, other than degritting, and before the addition of any internal waste streams. The Effluent monitoring location shall be post reeration at DSN001A which discharges to an unnamed tributary to the Hockhockson Brook at Latitude: 40 degrees 16 minutes 21.8 seconds, Longitude: 74 degrees 9 minutes 33.7 seconds.

Contributing Waste Types

Sanitary

Surface Water DMR Reporting Requirements:

Submit a Monthly DMR: within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Comments:

The permittee is required to monitor for CPO when chlorinated compounds are utilized for cleaning treatment units (sand filters) or other maintenance activities.

Table III - A - 1: Surface Water DMR Limits and Monitoring Requirements

Parameter	Sample Point	PHASE Start Date:		PHASE End Date:		Units	Frequency	Sample Type
		Limit	REPORT Monthly Average	Limit	REPORT Daily Maximum			
Flow, In Conduit or Thru Treatment Plant	Effluent Gross Value	***	*****	***	*****	*****	Continuous	Metered
		QL	***	***	***	***		
		Raw Sew/Influent	*****	*****	***	*****	MG/L	2/Month
January thru December BOD, 5-Day (20 oC)	Effluent Gross Value	***	42 Monthly Average	***	63 Weekly Average	KG/DAY	2/Month	6 Hour Composite
		QL	***	***	***	***		
		QL	***	***	***	***	MG/L	2/Month
January thru December BOD, 5-Day (20 oC)	Percent Removal	***	*****	***	*****	PERCENT	2/Month	Calculated
		QL	***	***	***	***		
		QL	***	***	***	***		

Surface Water DMR Reporting Requirements:

Submit a Monthly DMR: within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Comments:

The permittee is required to monitor for CPO when chlorinated compounds are utilized for cleaning treatment units (sand filters) or other maintenance activities.

Table III - A - 1: Surface Water DMR Limits and Monitoring Requirements

PHASE: 1-Initial **PHASE Start Date:** **PHASE End Date:**

Parameter	Sample Point	Limit	Limit	Units	Limit	Limit	Limit	Limit	Units	Frequency	Sample Type
pH	Raw Seww/influent	*****	*****	*****	REPORT Instant Minimum	*****	*****	REPORT Instant Maximum	SU	1/Day	Grab
	QL	***	***	***	6.0 Instant Minimum	***	***	9.0 Instant Maximum	SU	1/Day	Grab
January thru December	Effluent Gross Value	*****	*****	*****	***	***	***	***			
	QL	***	***	***	***	***	***	***			
January thru December	Raw Seww/influent	*****	*****	*****	*****	REPORT Monthly Average	*****	REPORT Weekly Average	MG/L	2/Month	6 Hour Composite
	QL	***	***	***	***	***	***	***			
January thru December	Effluent Gross Value	42 Monthly Average	63 Weekly Average	KG/DAY	*****	30 Monthly Average	*****	45 Weekly Average	MG/L	2/Month	6 Hour Composite
	QL	***	***	***	***	***	***	***			
January thru December	Percent Removal	*****	*****	*****	85 Monthly Av Minimum	*****	*****	*****	PERCENT	2/Month	Calculated
	QL	***	***	***	***	***	***	***			
Oil and Grease	Effluent Gross Value	*****	*****	*****	*****	10 Monthly Average	*****	15 Instant Maximum	MG/L	1/Quarter	Grab
	QL	***	***	***	***	***	***	***			
January thru December	Effluent Gross Value	5.26 Monthly Average	7.18 Daily Maximum	KG/DAY	*****	3.76 Monthly Average	*****	5.13 Daily Maximum	MG/L	2/Month	6 Hour Composite
	QL	***	***	***	***	***	***	***			
May thru October	Effluent Gross Value	*****	*****	*****	*****	*****	*****	*****			
	QL	***	***	***	***	***	***	***			

Surface Water DMR Reporting Requirements:
Submit a Monthly DMR: within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Comments:
The permittee is required to monitor for CPO when chlorinated compounds are utilized for cleaning treatment units (sand filters) or other maintenance activities.

Table III - A - 1: Surface Water DMR Limits and Monitoring Requirements

Parameter	Sample Point	PHASE: I-Initial		PHASE: I-Initial		PHASE: I-Initial		Units	Frequency	Sample Type
		PHASE Start Date:	PHASE End Date:	PHASE Start Date:	PHASE End Date:	PHASE Start Date:	PHASE End Date:			
Nitrogen, Ammonia Total (as N)	Effluent Gross Value	7.23	9.85	KG/DAY	*****	5.16	7.03	MG/L	2/Month	6 Hour Composite
		Monthly Average	Daily Maximum	*****	*****	Monthly Average	Daily Maximum			
November thru April Nitrogen, Nitrate Total (as N)	Effluent Gross Value	REPORT Monthly Average	REPORT Daily Maximum	KG/DAY	*****	REPORT Monthly Average	REPORT Daily Maximum	MG/L	1/6 Months	6 Hour Composite
		*****	*****	*****	*****	*****	*****			
January thru December	Effluent Gross Value	*****	*****	*****	*****	*****	*****	#/100ML	2/Month	Grab
		*****	*****	*****	*****	*****	*****			
E. Coli	Effluent Gross Value	*****	*****	*****	*****	126 Monthly Geo Avg	REPORT Instant Maximum	%EFFL	1/6 Months	Composite
		*****	*****	*****	*****	*****	*****			
January thru December IC25 Starre 7day Chr Ceriodaphnia	Effluent Gross Value	*****	*****	*****	*****	*****	*****			
		*****	*****	*****	*****	*****	*****			
January thru December Chlorine Produced Oxidants	Effluent Gross Value	REPORT Monthly Average	0.031 Daily Maximum	KG/DAY	*****	REPORT Monthly Average	0.022 Daily Maximum	MG/L	2/Month	Grab
		0.14	0.14	*****	*****	0.1	0.1			
January thru December Temperature, oC	Raw Sew/Influent	*****	*****	*****	*****	REPORT Monthly Average	REPORT Instant Maximum	DEG.C	1/Day	Grab
		*****	*****	*****	*****	*****	*****			
January thru December Temperature, oC	Effluent Gross Value	*****	*****	*****	*****	REPORT Monthly Average	REPORT Instant Maximum	DEG.C	1/Day	Grab
		*****	*****	*****	*****	*****	*****			
January thru December	Effluent Gross Value	*****	*****	*****	*****	*****	*****			
		*****	*****	*****	*****	*****	*****			

Surface Water DMR Reporting Requirements:
Submit a Monthly DMR: within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Comments:
The permittee is required to monitor for CPO when chlorinated compounds are utilized for cleaning treatment units (sand filters) or other maintenance activities.

Table III - A - 1: Surface Water DMR Limits and Monitoring Requirements

Parameter	Sample Point	Limit	Limit	Units	PHASE Start Date:		PHASE End Date:		Units	Frequency	Sample Type
					PHASE: 1-Initial	PHASE: 2-Final	PHASE: 1-Initial	PHASE: 2-Final			
Oxygen, Dissolved (DO)	Effluent Gross Value	*****	*****	*****	5.0 Instant Minimum	6.0 Daily Avg Minimum	*****	*****	M/G/L	2/Month	Grab
					***	***	***	***			
January thru December Phosphorus, Total (as P)	Effluent Gross Value	0.39 Monthly Average	0.59 Weekly Average	K/G/DAY	*****	0.28 Monthly Average	0.42 Weekly Average	*****	M/G/L	2/Month	6 Hour Composite
					***	***	***	***			
January thru December	QL	***	***		***	***	***				

Table III - A - 2: Surface Water DMR Limits and Monitoring Requirements

Parameter	Sample Point	Limit	Limit	Units	PHASE Start Date:		PHASE End Date:		Units	Frequency	Sample Type
					PHASE: 2-Final	PHASE: 2-Final	PHASE: 2-Final	PHASE: 2-Final			
Flow, In Conduit or Thru Treatment Plant	Effluent Gross Value	REPORT Monthly Average	REPORT Daily Maximum	MGD	*****	*****	*****	*****	*****	Continuous	Metered
					***	***	***	***			
January thru December	QL	***	***		***	***	***				
BOD, 5-Day (20 oC)	Raw Sewer/Influent	*****	*****	*****	*****	REPORT Monthly Average	REPORT Weekly Average	*****	M/G/L	2/Month	6 Hour Composite
					***	***	***	***			
January thru December	QL	***	***		***	***	***				
BOD, 5-Day (20 oC)	Effluent Gross Value	42 Monthly Average	63 Weekly Average	K/G/DAY	*****	30 Monthly Average	45 Weekly Average	*****	M/G/L	2/Month	6 Hour Composite
					***	***	***	***			
January thru December	QL	***	***		***	***	***				

Surface Water DMR Reporting Requirements:
Submit a Monthly DMR: within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Comments:
The permittee is required to monitor for CPO when chlorinated compounds are utilized for cleaning treatment units (sand filters) or other maintenance activities.

Table III - A - 2: Surface Water DMR Limits and Monitoring Requirements

Parameter	Sample Point	Limit	Limit	Units	PHASE:2-Final		PHASE:2-Final		Units	Frequency	Sample Type
					PHASE Start Date:	PHASE End Date:	PHASE Start Date:	PHASE End Date:			
BOD, 5-Day (20 oC)	Percent Removal	*****	*****	*****	85	*****	*****	*****	PERCENT	2/Month	Calculated
		*****	*****	*****	Monthly Av Minimum	*****	*****	*****			
January thru December	Raw Sew/Influent	*****	*****	*****	REPORT Instant Minimum	*****	*****	*****	SU	1/Day	Grab
		*****	*****	*****	*****	*****	*****	*****			
January thru December	Effluent Gross Value	*****	*****	*****	6.0	*****	*****	*****	SU	1/Day	Grab
		*****	*****	*****	Instant Minimum	*****	*****	*****			
January thru December	Raw Sew/Influent	*****	*****	*****	*****	*****	*****	*****	MG/L	2/Month	6 Hour Composite
		*****	*****	*****	*****	*****	*****	*****			
January thru December	Effluent Gross Value	*****	*****	*****	*****	*****	*****	*****	MG/L	2/Month	6 Hour Composite
		*****	*****	*****	*****	*****	*****	*****			
January thru December	Percent Removal	*****	*****	*****	85	*****	*****	*****	PERCENT	2/Month	Calculated
		*****	*****	*****	Monthly Av Minimum	*****	*****	*****			
January thru December	Effluent Gross Value	*****	*****	*****	*****	*****	*****	*****	MG/L	1/Quarter	Grab
		*****	*****	*****	*****	*****	*****	*****			

Surface Water DMR Reporting Requirements:
Submit a Monthly DMR: within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Comments:
The permittee is required to monitor for CPO when chlorinated compounds are utilized for cleaning treatment units (sand filters) or other maintenance activities.

Table III - A - 2: Surface Water DMR Limits and Monitoring Requirements

Parameter	Sample Point	PHASE Start Date:		PHASE End Date:		Units	Frequency	Sample Type		
		Limit	Limit	Limit	Limit					
Nitrogen, Ammonia Total (as N)	Effluent Gross Value	5.26 Monthly Average	7.18 Daily Maximum	KG/DAY	*****	3.76 Monthly Average	5.13 Daily Maximum	MG/L	2/Month	6 Hour Composite
	QL	***	***		***	5.16 Monthly Average	7.03 Daily Maximum	MG/L	2/Month	6 Hour Composite
Nitrogen, Ammonia Total (as N)	Effluent Gross Value	7.23 Monthly Average	9.85 Daily Maximum	KG/DAY	*****	5.16 Monthly Average	7.03 Daily Maximum	MG/L	2/Month	6 Hour Composite
	QL	***	***		***	5.16 Monthly Average	7.03 Daily Maximum	MG/L	2/Month	6 Hour Composite
Nitrogen, Nitrate Total (as N)	Effluent Gross Value	REPORT Monthly Average	18.9 Daily Maximum	KG/DAY	*****	REPORT Monthly Average	13.5 Daily Maximum	MG/L	1/6 Months	6 Hour Composite
	QL	***	***		***	REPORT Monthly Average	13.5 Daily Maximum	MG/L	1/6 Months	6 Hour Composite
E. Coli	Effluent Gross Value	*****	*****	*****	*****	126 Monthly Geo Avg	REPORT Instant Maximum	#/100ML	2/Month	Grab
	QL	***	***		***	126 Monthly Geo Avg	REPORT Instant Maximum	#/100ML	2/Month	Grab
January thru December	Effluent Gross Value	*****	*****	*****	*****	45 Report Per Minimum	*****	%EFFL	1/6 Months	Composite
	QL	***	***		***	45 Report Per Minimum	*****	%EFFL	1/6 Months	Composite
January thru December	Effluent Gross Value	*****	*****	*****	*****	*****	*****	MG/L	2/Month	Grab
	QL	***	***		***	*****	*****	MG/L	2/Month	Grab
Chlorine Produced Oxidants	Effluent Gross Value	REPORT Monthly Average	0.031 Daily Maximum	KG/DAY	*****	REPORT Monthly Average	0.022 Daily Maximum	MG/L	2/Month	Grab
	MDL	0.14	0.14		***	REPORT Monthly Average	0.022 Daily Maximum	MG/L	2/Month	Grab
January thru December	Raw Sew/Influent	*****	*****	*****	*****	REPORT Monthly Average	REPORT Instant Maximum	DEG.C	1/Day	Grab
	QL	***	***		***	REPORT Monthly Average	REPORT Instant Maximum	DEG.C	1/Day	Grab

Surface Water DMR Reporting Requirements:

Submit a Monthly DMR: within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Comments:

The permittee is required to monitor for CPO when chlorinated compounds are utilized for cleaning treatment units (sand filters) or other maintenance activities.

Table III - A - 2: Surface Water DMR Limits and Monitoring Requirements

Parameter	Sample Point	PHASE 2-Final		Units	PHASE Start Date:		PHASE End Date:		Units	Frequency	Sample Type
		Limit	Limit		Limit	Limit					
Temperature, °C	Effluent Gross Value	*****	*****	*****	*****	REPORT Monthly Average	REPORT Instant Maximum	DEG.C	1/Day	Grab	
		***	***		***	***					
January thru December (DO)	Effluent Gross Value	*****	*****	*****	5.0 Instant Minimum	6.0 Daily Avg Minimum	*****	M/G/L	2/Month	Grab	
		***	***		***	***					
January thru December Phosphorus, Total (as P)	Effluent Gross Value	0.39 Monthly Average	0.59 Weekly Average	KG/DAY	*****	0.28 Monthly Average	0.42 Weekly Average	M/G/L	2/Month	6 Hour Composite	
		***	***		***	***					
January thru December	QL	***	***		***	***	***				

Surface Water WCR - Annual Reporting Requirements:

Submit an Annual WCR: within twenty-five days after the end of every 12 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Annual Limits and Monitoring Requirements
PHASE: Final **PHASE Start Date:** **PHASE End Date:**

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Cyanide, Total (as CN)	Effluent Gross Value	REPORT ROL = 40	UG/L	Grab	January thru December
Arsenic, Total Recoverable (as As)	Effluent Gross Value	REPORT ROL = 8	UG/L	6 Hour Composite	January thru December
Selenium, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Thallium, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Beryllium, Total Recoverable (as Be)	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Barium, Total Recoverable (as Ba)	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Nickel, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Silver, Total Recoverable	Effluent Gross Value	REPORT ROL = 2	UG/L	6 Hour Composite	January thru December
Zinc, Total Recoverable	Effluent Gross Value	REPORT ROL = 30	UG/L	6 Hour Composite	January thru December
Cadmium, Total Recoverable	Effluent Gross Value	REPORT ROL = 4	UG/L	6 Hour Composite	January thru December
Lead, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Chromium, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Copper, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Antimony, Total Recoverable	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Mercury Total Recoverable	Effluent Gross Value	REPORT ROL = 1	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Annual Reporting Requirements:

Submit an Annual WCR: within twenty-five days after the end of every 12 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Annual Limits and Monitoring Requirements
PHASE:Final **PHASE Start Date:** **PHASE End Date:**

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
1,3-Dichloropropene	Effluent Gross Value	REPORT ROL = 7	UG/L	Grab	January thru December
Carbon Tetrachloride	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
1,2-Dichloroethane	Effluent Gross Value	REPORT ROL = 3	UG/L	Grab	January thru December
Bromoforn	Effluent Gross Value	REPORT ROL = 8	UG/L	Grab	January thru December
Chloroforn	Effluent Gross Value	REPORT ROL = 5	UG/L	Grab	January thru December
Toluene	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
Benzene	Effluent Gross Value	REPORT ROL = 7	UG/L	Grab	January thru December
Acrolein	Effluent Gross Value	REPORT ROL = 50	UG/L	Grab	January thru December
Acrylonitrile	Effluent Gross Value	REPORT ROL = 50	UG/L	Grab	January thru December
Chlorobenzene	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
Chlorodibromomethane	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
Ethylbenzene	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
Methyl Bromide	Effluent Gross Value	REPORT ROL = 9	UG/L	Grab	January thru December
Methyl Chloride	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Methylene Chloride	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December

Surface Water WCR - Annual Reporting Requirements:

Submit an Annual WCR: within twenty-five days after the end of every 12 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Annual Limits and Monitoring Requirements
PHASE: Final **PHASE Start Date:** **PHASE End Date:**

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Tetrachloroethylene	Effluent Gross Value	REPORT RQL = 9	UG/L	Grab	January thru December
Trichlorofluoro-methane	Effluent Gross Value	REPORT RQL = 5	UG/L	Grab	January thru December
1,1-Dichloroethane	Effluent Gross Value	REPORT RQL = 23.5	UG/L	Grab	January thru December
1,1-Dichloroethylene	Effluent Gross Value	REPORT RQL = 6	UG/L	Grab	January thru December
1,1,1-Trichloro-ethane	Effluent Gross Value	REPORT RQL = 6	UG/L	Grab	January thru December
1,1,2-Trichloro-ethane	Effluent Gross Value	REPORT RQL = 6	UG/L	Grab	January thru December
1,1,2,2-Tetrachloro-ethane	Effluent Gross Value	REPORT RQL = 10	UG/L	Grab	January thru December
1,2-Dichloropropane	Effluent Gross Value	REPORT RQL = 5	UG/L	Grab	January thru December
1,2-trans-Dichloro-ethylene	Effluent Gross Value	REPORT RQL = 4	UG/L	Grab	January thru December
2-Chloroethyl Vinyl Ether (Mixed)	Effluent Gross Value	REPORT RQL = 5	UG/L	Grab	January thru December
Bromodichloromethane	Effluent Gross Value	REPORT RQL = 5	UG/L	Grab	January thru December
Vinyl Chloride	Effluent Gross Value	REPORT RQL = 10	UG/L	Grab	January thru December
Trichloroethylene	Effluent Gross Value	REPORT RQL = 5	UG/L	Grab	January thru December

Surface Water WCR - Annual Reporting Requirements:

Submit an Annual WCR: within twenty-five days after the end of every 12 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Annual Limits and Monitoring Requirements
 PHASE:Final PHASE Start Date: PHASE End Date:

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Chloroethane	Effluent Gross Value	REPORT	UG/L	Grab	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR: within 25 days after the end of the six month monitoring period beginning EDP + 4 years.

Table III - A - 4: Surface Water WCR - Semi Annual Limits and Monitoring Requirements
 PHASE:Final PHASE Start Date: PHASE End Date:

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Acenaphthylene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Acenaphthene	Effluent Gross Value	REPORT ROL = 9.5	UG/L	6 Hour Composite	January thru December
Anthracene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Benzo(b)fluoranthene (3,4-benzo)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Benzo(k)fluoranthene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR: within 25 days after the end of the six month monitoring period beginning EDP + 4 years.

Table III - A - 4: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE:Final

PHASE Start Date:

PHASE End Date:

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Benzo(a)pyrene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Bis(2-chloroethyl) ether	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Bis(2-chloroethoxy) methane	Effluent Gross Value	REPORT ROL = 26.5	UG/L	6 Hour Composite	January thru December
Bis (2-chloroisopropyl) ether	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Butyl benzyl phthalate	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Chrysene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Diethyl phthalate	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Dimethyl phthalate	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
1,2-Diphenylhydrazine	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Fluoranthene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Fluorene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Hexachlorocyclopentadiene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Hexachloroethane	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Indeno (1,2,3-cd)-Pyrene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Isophorone	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR: within 25 days after the end of the six month monitoring period beginning EDP + 4 years.

Table III - A - 4: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE:Final

PHASE Start Date:

PHASE End Date:

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
N-nitrosodi-n-propylamine	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
N-nitrosodiphenyl-amine	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
N-nitrosodimethyl-amine	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Nitrobenzene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Phenanthrene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Pyrene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Benzo(ghi)perylene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Benzo(a)anthracene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
1,2-Dichlorobenzene	Effluent Gross Value	REPORT ROL = 9	UG/L	Grab	January thru December
1,2,4-Trichloro-benzene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Dibenzo(a,h)anthracene	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
1,3-Dichlorobenzene	Effluent Gross Value	REPORT ROL = 9	UG/L	Grab	January thru December
1,4-Dichlorobenzene	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
2-Chloronaphthalene	Effluent Gross Value	REPORT ROL = 9.5	UG/L	6 Hour Composite	January thru December
Di-n-octyl Phthalate	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:
Submit a Semi-Annual WCR: within 25 days after the end of the six month monitoring period beginning EDP + 4 years.

Table III - A - 4: Surface Water WCR - Semi Annual Limits and Monitoring Requirements
PHASE: Final **PHASE Start Date:** **PHASE End Date:**

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
2,4-Dinitrotoluene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
2,6-Dinitrotoluene	Effluent Gross Value	REPORT ROL = 9.5	UG/L	6 Hour Composite	January thru December
3,3'-Dichloro- benzidine	Effluent Gross Value	REPORT ROL = 60	UG/L	6 Hour Composite	January thru December
4-Bromophenyl phenyl ether	Effluent Gross Value	REPORT ROL = 9.5	UG/L	6 Hour Composite	January thru December
Naphthalene	Effluent Gross Value	REPORT ROL = 8	UG/L	6 Hour Composite	January thru December
Bis(2-ethylhexyl) phthalate	Effluent Gross Value	REPORT ROL = 30	UG/L	6 Hour Composite	January thru December
Di-n-butyl phthalate	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
Benzidine	Effluent Gross Value	REPORT ROL = 50	UG/L	6 Hour Composite	January thru December
Malathion	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Demeton	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Hexachlorobenzene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Hexachlorobutadiene	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Mirex	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
1,2,4,5-Tetrachloro- benzene	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
N-nitrosodihethyl- amine	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR: within 25 days after the end of the six month monitoring period beginning EDP + 4 years.

Table III - A - 4: Surface Water WCR - Semi Annual Limits and Monitoring Requirements
PHASE: Final **PHASE Start Date:** **PHASE End Date:**

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
N-nitrosopyrrolidine	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Methoxychlor	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
N-Nitrosodi-n-butylamine	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Asbestos	Effluent Gross Value	REPORT	FIBERS/L	6 Hour Composite	January thru December
Parachloro-n-cresol	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Parathion	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
2,4,5-Trichloro-phenol	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Delta BHC, Total (ug/l)	Effluent Gross Value	REPORT RQL = 0.02	UG/L	6 Hour Composite	January thru December
Endosulfan Sulfate	Effluent Gross Value	REPORT RQL = 0.08	UG/L	6 Hour Composite	January thru December
Beta Endosulfan	Effluent Gross Value	REPORT RQL = 0.04	UG/L	6 Hour Composite	January thru December
Alpha Endosulfan	Effluent Gross Value	REPORT RQL = 0.02	UG/L	6 Hour Composite	January thru December
Endrin Aldehyde	Effluent Gross Value	REPORT RQL = 0.1	UG/L	6 Hour Composite	January thru December
PCB-1016 (Arochlor 1016)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
2,3,7,8-Tetrachloro-dibenzo-p-dioxin	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
4,4'-DDT(p,p'-DDT)	Effluent Gross Value	REPORT RQL = 0.06	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR, within 25 days after the end of the six month monitoring period beginning EDP + 4 years.

Table III - A - 4: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE:Final

PHASE Start Date:

PHASE End Date:

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
4,4'-DDD(p,p'-DDD)	Effluent Gross Value	REPORT ROL = 0.04	UG/L	6 Hour Composite	January thru December
4,4'-DDE(p,p'-DDE)	Effluent Gross Value	REPORT ROL = 0.04	UG/L	6 Hour Composite	January thru December
Aldrin	Effluent Gross Value	REPORT ROL = 0.04	UG/L	6 Hour Composite	January thru December
Alpha BHC	Effluent Gross Value	REPORT ROL = 0.02	UG/L	6 Hour Composite	January thru December
Beta BHC	Effluent Gross Value	REPORT ROL = 0.04	UG/L	6 Hour Composite	January thru December
Gamma BHC (lindane),	Effluent Gross Value	REPORT ROL = 0.03	UG/L	6 Hour Composite	January thru December
Chlordane	Effluent Gross Value	REPORT ROL = 0.2	UG/L	6 Hour Composite	January thru December
Dieldrin	Effluent Gross Value	REPORT ROL = 0.03	UG/L	6 Hour Composite	January thru December
Endosulfans, Total (alpha and beta)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Endrin	Effluent Gross Value	REPORT ROL = 0.04	UG/L	6 Hour Composite	January thru December
Toxaphene	Effluent Gross Value	REPORT ROL = 1	UG/L	6 Hour Composite	January thru December
Heptachlor	Effluent Gross Value	REPORT ROL = 0.02	UG/L	6 Hour Composite	January thru December
Heptachlor Epoxide	Effluent Gross Value	REPORT ROL = 0.4	UG/L	6 Hour Composite	January thru December
PCB-1221 (Arochlor 1221)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
PCB-1232 (Arochlor 1232)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR: within 25 days after the end of the six month monitoring period beginning EDP + 4 years.

Table III - A - 4: Surface Water WCR - Semi Annual Limits and Monitoring Requirements
PHASE:Final **PHASE Start Date:** **PHASE End Date:**

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
PCB-1242 (Arochlor 1242)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
PCB-1248 (Arochlor 1248)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
PCB-1254 (Arochlor 1254)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
PCB-1260 (Arochlor 1260)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Polychlorinated Biphenyls (PCBs)	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Chlorpyrifos	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
2-Chlorophenol	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
2-Nitrophenol	Effluent Gross Value	REPORT ROL = 18	UG/L	6 Hour Composite	January thru December
2,4-Dichlorophenol	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
2,4-Dimethylphenol	Effluent Gross Value	REPORT ROL = 13.5	UG/L	6 Hour Composite	January thru December
2,4-Dinitrophenol	Effluent Gross Value	REPORT ROL = 40	UG/L	6 Hour Composite	January thru December
2,4,6-Trichloro- phenol	Effluent Gross Value	REPORT ROL = 20	UG/L	6 Hour Composite	January thru December
4-Chlorophenyl phenyl ether	Effluent Gross Value	REPORT ROL = 21	UG/L	6 Hour Composite	January thru December
4-Nitrophenol	Effluent Gross Value	REPORT ROL = 12	UG/L	6 Hour Composite	January thru December
4,6-Dinitro-o-cresol	Effluent Gross Value	REPORT ROL = 60	UG/L	6 Hour Composite	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:
Submit a Semi-Annual WCR: within 25 days after the end of the six month monitoring period beginning EDP + 4 years.

Table III - A - 4: Surface Water WCR - Semi Annual Limits and Monitoring Requirements
PHASE: Final **PHASE Start Date:** **PHASE End Date:**

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Phenol Single Compound	Effluent Gross Value	REPORT ROL = 10	UG/L	6 Hour Composite	January thru December
Pentachlorophenol	Effluent Gross Value	REPORT ROL = 30	UG/L	6 Hour Composite	January thru December
Pentachlorobenzene	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December
Guthion	Effluent Gross Value	REPORT	UG/L	6 Hour Composite	January thru December

ATTACHMENT J-1800000-06
NON-RECURRING STEAM CONDENSATE TESTING

PART II LIMITS AND MONITORING REQUIREMENTS

MONITORED LOCATION: 001A condensate **RECEIVING STREAM:** Sandyhook Bay **STREAM CLASSIFICATION:** SE1(C2) **DISCHARGE CATEGORY(IES):** B - Industrial Wastewater

Location Description

The effluent sampling shall be collected at the boiler before entering the discharge pipe to the Sandy Hook Bay classified SE1 waters at Latitude: 40d 27' 01.0" Longitude: 74d 03' 14.0". This sample will be representative of each of the 47 actual discharge points around the pier and computed for flow for each of the 47 traps.

Contributing Waste Types
Condensate

Surface Water DMR Reporting Requirements:

Submit a Monthly DMR: within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Comments:

Sampling all parameters shall be at the designated sampling point at steam trap after the boiler that simulates the exact steam trap discharge. A maximum daily flow of 18.4 gallons/ Day shall only be discharged for each steam trap along the pier. Report hereunder the maximum daily flow volume from one of the 47 traps during the reporting period.

Table III - A - 1: Surface Water DMR Limits and Monitoring Requirements

PHASE: Final		PHASE Start Date: 07/01/2010		PHASE End Date:											
Flow, In Conduit or Thru Treatment Plant	Effluent Gross Value	*****	18.4 Daily Maximum	GPD	*****	*****	*****	*****	*****	Units	*****	Frequency	1/Month	Sample Type	Calculated
	QL	***	***		***	***	***	***	***		***				
pH	Effluent Gross Value	*****	*****	*****	6.0 Monthly Minimum	*****	9.0 Monthly Maximum	SU	*****	*****	*****	Frequency	1/Month	Sample Type	Grab
	QL	***	***		***	***	***		***		***				
January thru December	Effluent Gross Value	*****	*****	*****	10 Monthly Average	*****	15 Daily Maximum	MG/L	*****	*****	*****	Frequency	1/Month	Sample Type	Grab
	QL	***	***		***	***	***		***		***				
January thru December	QL	***	***		***	***	***		***		***				

Surface Water DMR Reporting Requirements:
Submit a Monthly DMR: within twenty-five days after the end of every month beginning from the effective date of the permit (EDP).

Comments:
Sampling all parameters shall be at the designated sampling point at steam trap after the boiler that simulates the exact steam trap discharge. A maximum daily flow of 18.4 gallons/Day shall only be discharged for each steam trap along the pier. Report hereunder the maximum daily flow volume from one of the 47 traps during the reporting period.

Table III - A - 1: Surface Water DMR Limits and Monitoring Requirements

Parameter	Sample Point	Limit	Limit	Units	Limit	Limit	Units	Frequency	Sample Type	
Carbon, Tot Organic (TOC)	Effluent Gross Value	*****	*****	*****	*****	REPORT Monthly Average	20 Daily Maximum	M/G/L	1/Month	Grab
	QL	***	***	***	***	***	***			
January thru December										

PHASE:Final PHASE Start Date: 07/01/2010 PHASE End Date:

Surface Water WCR - Semi Annual Reporting Requirements:
Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 2: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Selenium, Total Recoverable	Effluent Gross Value	REPORT RQL = 10	UG/L	Grab	January thru December
Beryllium, Total Recoverable (as Be)	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Copper, Total Recoverable	Effluent Gross Value	REPORT RQL = 10	UG/L	Grab	January thru December

PHASE:1 Initial -1 PHASE Start Date: 07/01/2010 PHASE End Date: 06/30/2014

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 2: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE: 1 Initial -1 PHASE Start Date: 07/01/2010 PHASE End Date: 06/30/2014

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Phenols	Effluent Gross Value	REPORT	UG/L	Grab	January thru December

Table III - A - 3: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE: 2 Interim-2 PHASE Start Date: 07/01/2014 PHASE End Date: 12/31/2014

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
LC50 Stair 96hr Acu Mysid Bahia	Effluent Gross Value	REPORT	%EFFL	Composite	January thru December
Manganese, Total Recoverable	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Chromium Trivalent (as Cr) Total Recov.	Effluent Gross Value	REPORT ROL = 8	UG/L	Grab	January thru December
Cyanide, Total (as CN)	Effluent Gross Value	REPORT ROL = 40	UG/L	Grab	January thru December
Arsenic, Total Recoverable (as As)	Effluent Gross Value	REPORT ROL = 8	UG/L	Grab	January thru December
Selenium, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Thallium, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Beryllium, Total Recoverable (as Be)	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
Barium, Total Recoverable (as Ba)	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE:2 Interim-2 PHASE Start Date: 07/01/2014 PHASE End Date: 12/31/2014

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Nickel, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Silver, Total Recoverable	Effluent Gross Value	REPORT ROL = 2	UG/L	Grab	January thru December
Zinc, Total Recoverable	Effluent Gross Value	REPORT ROL = 30	UG/L	Grab	January thru December
Cadmium, Total Recoverable	Effluent Gross Value	REPORT ROL = 4	UG/L	Grab	January thru December
Lead, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Chromium, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Copper, Total Recoverable	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Antimony, Total Recoverable	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
Mercury Total Recoverable	Effluent Gross Value	REPORT ROL = 1	UG/L	Grab	January thru December
Acenaphthylene	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Acenaphthene	Effluent Gross Value	REPORT ROL = 9.5	UG/L	Grab	January thru December
Anthracene	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Benzo(b)fluoranthene (3,4-benzo)	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Benzo(k)fluoranthene	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
Benzo(a)pyrene	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE: 2 Interim-2 PHASE Start Date: 07/01/2014 PHASE End Date: 12/31/2014

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Bis(2-chloroethyl) ether	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Bis(2-chloroethoxy) methane	Effluent Gross Value	REPORT ROL = 26.5	UG/L	Grab	January thru December
Bis (2-chloroisopropyl) ether	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Butyl benzyl phthalate	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
Chrysene	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
Diethyl phthalate	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Dimethyl phthalate	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
1,2-Diphenylhydrazine	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Fluoranthene	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Fluorene	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Hexachlorocyclopentadiene	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Hexachloroethane	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Indeno(1,2,3-cd)pyrene	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
Isophorone	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
N-nitrosodi-n-propylamine	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:
 Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Semi Annual Limits and Monitoring Requirements
PHASE:2 Interim-2 PHASE Start Date: 07/01/2014 PHASE End Date: 12/31/2014

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
N-nitrosodiphenyl-amine	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
N-nitrosodimethyl-amine	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
Nitrobenzene	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Phenanthrene	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Pyrene	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
Benzo(ghi)perylene	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
Benzo(a)anthracene	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
1,2-Dichlorobenzene	Effluent Gross Value	REPORT ROL = 9	UG/L	Grab	January thru December
1,2,4-Trichloro-benzene	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Dibenzo(a,h)anthracene	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
1,3-Dichlorobenzene	Effluent Gross Value	REPORT ROL = 9	UG/L	Grab	January thru December
1,4-Dichlorobenzene	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
2-Chloronaphthalene	Effluent Gross Value	REPORT ROL = 9.5	UG/L	Grab	January thru December
Di-n-octyl Phthalate	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
2,4-Dinitrotoluene	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:
Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Semi Annual Limits and Monitoring Requirements
PHASE: 2 Interim-2 PHASE Start Date: 07/01/2014 PHASE End Date: 12/31/2014

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
2,6-Dinitrotoluene	Effluent Gross Value	REPORT ROL = 9.5	UG/L	Grab	January thru December
3,3'-Dichloro-benzidine	Effluent Gross Value	REPORT ROL = 60	UG/L	Grab	January thru December
4-Bromophenyl phenyl ether	Effluent Gross Value	REPORT ROL = 9.5	UG/L	Grab	January thru December
Naphthalene	Effluent Gross Value	REPORT ROL = 8	UG/L	Grab	January thru December
Bis(2-ethylhexyl) phthalate	Effluent Gross Value	REPORT ROL = 30	UG/L	Grab	January thru December
Di-n-butyl phthalate	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
Benzidine	Effluent Gross Value	REPORT ROL = 50	UG/L	Grab	January thru December
Malathion	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Demeton	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Hexachlorobenzene	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Hexachlorobutadiene	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Mirex	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
1,3-Dichloropropene	Effluent Gross Value	REPORT ROL = 7	UG/L	Grab	January thru December
1,2,4,5-Tetrachloro-benzene	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
N-nitrosodimethylamine	Effluent Gross Value	REPORT	UG/L	Grab	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:
Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Semi Annual Limits and Monitoring Requirements
PHASE:2 Interim-2 **PHASE Start Date:** 07/01/2014 **PHASE End Date:** 12/31/2014

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
N-nitrosopyrrolidine	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Carbon Tetrachloride	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
1,2-Dichloroethane	Effluent Gross Value	REPORT ROL = 3	UG/L	Grab	January thru December
Bromoform	Effluent Gross Value	REPORT ROL = 8	UG/L	Grab	January thru December
Chloroform	Effluent Gross Value	REPORT ROL = 5	UG/L	Grab	January thru December
Toluene	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
Benzene	Effluent Gross Value	REPORT ROL = 7	UG/L	Grab	January thru December
Acrolein	Effluent Gross Value	REPORT ROL = 50	UG/L	Grab	January thru December
Acrylonitrile	Effluent Gross Value	REPORT ROL = 50	UG/L	Grab	January thru December
Chlorobenzene	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
Chlorodibromomethane	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
Ethylbenzene	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
Methyl Bromide	Effluent Gross Value	REPORT ROL = 9	UG/L	Grab	January thru December
Methyl Chloride	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Methylene Chloride	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR, within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE:2 Interim-2 PHASE Start Date: 07/01/2014 PHASE End Date: 12/31/2014

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Tetrachloroethylene	Effluent Gross Value	REPORT ROL = 9	UG/L	Grab	January thru December
Trichlorofluoro- methane	Effluent Gross Value	REPORT ROL = 5	UG/L	Grab	January thru December
1,1-Dichloroethane	Effluent Gross Value	REPORT ROL = 23.5	UG/L	Grab	January thru December
1,1-Dichloroethylene	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
1,1,1-Trichloro- ethane	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
1,1,2-Trichloro- ethane	Effluent Gross Value	REPORT ROL = 6	UG/L	Grab	January thru December
1,1,2,2-Tetrachloro- ethane	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
1,2-Dichloropropane	Effluent Gross Value	REPORT ROL = 5	UG/L	Grab	January thru December
1,2-trans-Dichloro- ethylene	Effluent Gross Value	REPORT ROL = 4	UG/L	Grab	January thru December
2-Chloroethyl Vinyl Ether (Mixed)	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Bromodichloromethane	Effluent Gross Value	REPORT ROL = 5	UG/L	Grab	January thru December
Vinyl Chloride	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Trichloroethylene	Effluent Gross Value	REPORT ROL = 5	UG/L	Grab	January thru December
Methoxychlor	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
N-Nitrosodi- n-butylamine	Effluent Gross Value	REPORT	UG/L	Grab	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:
Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Semi Annual Limits and Monitoring Requirements
PHASE:2 Interim-2 **PHASE Start Date:** 07/01/2014 **PHASE End Date:** 12/31/2014

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Chloroethane	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Parachloro-m-cresol	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Parathion	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Phenols	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
2,4,5-Trichloro-phenol	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Delta BHC, Total (ug/l)	Effluent Gross Value	REPORT ROL = 0.02	UG/L	Grab	January thru December
Endosulfan Sulfate	Effluent Gross Value	REPORT ROL = 0.08	UG/L	Grab	January thru December
Beta Endosulfan	Effluent Gross Value	REPORT ROL = 0.04	UG/L	Grab	January thru December
Alpha Endosulfan	Effluent Gross Value	REPORT ROL = 0.02	UG/L	Grab	January thru December
Endrin Aldehyde	Effluent Gross Value	REPORT ROL = 0.1	UG/L	Grab	January thru December
PCB-1016 (Arochlor 1016)	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
2,3,7,8-Tetrachloro-dibenzo-p-dioxin	Effluent Gross Value	REPORT ROL = 0.06	UG/L	Grab	January thru December
4,4'-DDT(p,p'-DDT)	Effluent Gross Value	REPORT ROL = 0.04	UG/L	Grab	January thru December
4,4'-DDD(p,p'-DDD)	Effluent Gross Value	REPORT ROL = 0.04	UG/L	Grab	January thru December
4,4'-DDE(p,p'-DDE)	Effluent Gross Value	REPORT ROL = 0.04	UG/L	Grab	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:
Submit a Semi-Annual WCR, within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Semi Annual Limits and Monitoring Requirements
PHASE:2 Interim-2 **PHASE Start Date:** 07/01/2014 **PHASE End Date:** 12/31/2014

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Aldrin	Effluent Gross Value	REPORT ROL = 0.04	UG/L	Grab	January thru December
Alpha BHC	Effluent Gross Value	REPORT ROL = 0.02	UG/L	Grab	January thru December
Beta BHC	Effluent Gross Value	REPORT ROL = 0.04	UG/L	Grab	January thru December
Gamma BHC (lindane),	Effluent Gross Value	REPORT ROL = 0.03	UG/L	Grab	January thru December
Chlordane	Effluent Gross Value	REPORT ROL = 0.2	UG/L	Grab	January thru December
Dieldrin	Effluent Gross Value	REPORT ROL = 0.03	UG/L	Grab	January thru December
Endosulfans, Total (alpha and beta)	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Endrin	Effluent Gross Value	REPORT ROL = 0.04	UG/L	Grab	January thru December
Toxaphene	Effluent Gross Value	REPORT ROL = 1	UG/L	Grab	January thru December
Heptachlor	Effluent Gross Value	REPORT ROL = 0.02	UG/L	Grab	January thru December
Heptachlor Epoxide	Effluent Gross Value	REPORT ROL = 0.4	UG/L	Grab	January thru December
PCB-1221 (Arochlor 1221)	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
PCB-1232 (Arochlor 1232)	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
PCB-1242 (Arochlor 1242)	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
PCB-1248 (Arochlor 1248)	Effluent Gross Value	REPORT	UG/L	Grab	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:

Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE:2 Interim-2 PHASE Start Date: 07/01/2014 PHASE End Date: 12/31/2014

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
PCB-1254 (Arochlor 1254)	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
PCB-1260 (Arochlor 1260)	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Polychlorinated Biphenyls (PCBs)	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Chlorpyrifos	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
2-Chlorophenol	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
2-Nitrophenol	Effluent Gross Value	REPORT ROL = 18	UG/L	Grab	January thru December
2,4-Dichlorophenol	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
2,4-Dimethylphenol	Effluent Gross Value	REPORT ROL = 13.5	UG/L	Grab	January thru December
2,4-Dinitrophenol	Effluent Gross Value	REPORT ROL = 40	UG/L	Grab	January thru December
2,4,6-Trichloro- phenol	Effluent Gross Value	REPORT ROL = 20	UG/L	Grab	January thru December
4-Chlorophenyl phenyl ether	Effluent Gross Value	REPORT ROL = 21	UG/L	Grab	January thru December
4-Nitrophenol	Effluent Gross Value	REPORT ROL = 12	UG/L	Grab	January thru December
4,6-Dinitro-o-cresol	Effluent Gross Value	REPORT ROL = 60	UG/L	Grab	January thru December
Phenol Single Compound	Effluent Gross Value	REPORT ROL = 10	UG/L	Grab	January thru December
Pentachlorophenol	Effluent Gross Value	REPORT ROL = 30	UG/L	Grab	January thru December

Surface Water WCR - Semi Annual Reporting Requirements:
 Submit a Semi-Annual WCR: within twenty-five days after the end of every 6 month monitoring period beginning from the effective date of the permit (EDP).

Table III - A - 3: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE:2 Interim-2 **PHASE Start Date:** 07/01/2014 **PHASE End Date:** 12/31/2014

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Pentachlorobenzene	Effluent Gross Value	REPORT	UG/L	Grab	January thru December
Guthion	Effluent Gross Value	REPORT	UG/L	Grab	January thru December

Table III - A - 4: Surface Water WCR - Semi Annual Limits and Monitoring Requirements

PHASE:3 Final-3 **PHASE Start Date:** 01/01/2015 **PHASE End Date:**

Parameter	Sample Point	Compliance Quantity	Units	Sample Type	Monitoring Period
Selenium, Total Recoverable	Effluent Gross Value	REPORT RQL = 10	UG/L	Grab	January thru December
Beryllium, Total Recoverable (as Be)	Effluent Gross Value	REPORT RQL = 20	UG/L	Grab	January thru December
Copper, Total Recoverable	Effluent Gross Value	REPORT RQL = 10	UG/L	Grab	January thru December
Phenols	Effluent Gross Value	REPORT	UG/L	Grab	January thru December

ATTACHMENT J-1800000-07
LABORATORY SAMPLING SERVICES HISTORICAL DATA

The data in this attachment is taken from the installation's records for services received during periods indicated. It is not considered sufficiently accurate for bidding purposes by itself, but is included to indicate the types and approximate order of magnitude of the work.

NUMBER OF OCCURRENCES

TYPE OF SAMPLING SERVICES	FY 2013	FY2014
WASTEWATER		
Daily influent & effluent sampling & analysis for pH, temperature chlorine residual.	365	365
Monthly sludge testing to include total solids & pH.	12	12
Twice monthly influent sampling & analysis for biochemical 2 oxygen demand (five (5) day BOD) and total suspended solids (T55).	24	24
Twice monthly effluent sampling & analysis for BOD, T55, 2 fecal coli form, dissolved oxygen, & ammonia, add Phosphorous	24	24
Monthly effluent sampling & analysis for enterococci & alkalinity.	12	12
Oil & Grease	4	4
Nitrogen, Nitrate	2	2
Chronic Toxicity	2	2
Semi Annual SQAR (Sludge - Metals)	2	2
Semi Annual Surface Water Discharge Waste Characterization Metals	2	2
Annual Surface Water Discharge Waste Characterization. VOCs & Metals	2	2
Acute Toxicity (Bi-Annual)	0	1
E Coli, Bacteria	10	10
POTABLE WATER		
Monthly microbiological potable water sampling & analysis from seven locations on two systems	84	84
TriHaloMethanes (THM4) (3 Samples Quarterly)	12	12
Haloacetic Acids (HAA5) (3 Samples Quarterly)	12	12
Heterotrophic Plate Count - Potable Water	60	60

ATTACHMENT J-1800000-08
POTENTIAL LABORATORY SAMPLING SERVICES REQUIREMENTS

The data in this attachment is based upon the future issuance of the new NJDEP Permit for NWS Earle. It is not considered sufficiently accurate for bidding purposes by itself, but is included to indicate the types and approximate order of magnitude of the work.

NUMBER OF OCCURRENCES

TYPE OF LABORATORY SERVICES	FY 2016	FY2017
WASTEWATER		
Daily influent & effluent sampling & analysis for pH, Temperature.	365	365
Chlorine residual	12	12
Monthly sludge testing to include total solids.	12	12
Twice monthly influent sampling & analysis for biochemical 2 oxygen demand (five (5) day BOD) and total suspended solids (T55).	24	24
Twice monthly effluent sampling & analysis for BOD, T55, dissolved oxygen, & ammonia, add Phosphorous	24	24
Monthly effluent sampling & analysis for enterococci & alkalinity.	12	12
Oil & Grease	4	4
Twice monthly Nitrogen, Nitrate	24	24
Chronic Toxicity	2	2
Annual SWDWCR	1	1
Semi Annual SQAR (Sludge - Metals)	2	2
Semi Annual Surface Water Discharge Waste Characterization Metals	2	2
Semi Annual Surface Water Discharge Waste Characterization. VOCs & Metals	2	2
Acute Toxicity (Bi-Annual)		
Twice monthly E Coli, Bacteria	24	24
POTABLE WATER		
Monthly microbiological potable water sampling & analysis from seven locations on two systems	84	84
TriHaloMethanes (THM4) (3 Samples Quarterly)	12	12
Haloacetic Acids (HAA5) (3 Samples Quarterly)	12	12
Annual Heterotrophic Plate Count - Potable Water	60	60
Total Chlorine Residual	84	84
Free Chlorine Residual, Ph	84	84
Copper, Lead (10 samples every three years)	10	0

ATTACHMENT J-1800000-09

WASTE WATER TESTING REQUIREMENT

ATTACHMENT J-1800000-07 identifies the specific Sampling, Testing and Reports to be performed under the Recurring services portion of this contract. The contracted services for compliance with the current New Jersey Pollutant Discharge Elimination System Permit do not run concurrent to the contract period so the work identified represents work performed previously under another contract vehicle which is to expire and be replaced by this specification. This document is the Scope of Work for the Recurring services portion of this procurement.

ATTACHMENT J-01800000-10
POTABLE WATER TESTING REQUIREMENTS

The basis of work for Potable Water Testing shall be a combination of:

1. All testing identified for Potable Water in Attachment J-0200000-07 Historical Data, any additional testing required during the course of operation required for compliance, and identified in references 2 and 3 below.
2. COMBINED FEDERAL REGULATIONS (CFR) 40, 141 to include all amendments and updates
3. STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF SAFE DRINKING WATER SAFE DRINKING WATER ACT REGULATIONS (N.J.A.C. 7:10), ADOPTED: November 4, 2004, to include all amendments and updates.

FUNCTIONAL ASSESSMENT PLAN (FAP)

ENVIRONMENTAL

1800000

ENVIRONMENTAL FAP			
Assessment Levels (AL)		Assessment Frequency (Freq)	Method of Assessment (MOA)
AL1	Start assessment at this Level	A – Annually Q – Quarterly M – Once per month BW – Once every 13-16 days W – Once per week R – As required	PS – Periodic Sampling VCC – Validated Customer Complaints UV – Unscheduled Visits CE – Customer’s Evaluation
AL2	Add this Level if Contractor performance for AL1 is Unsatisfactory		
AL3	Add this Level if Contractor performance at AL1 or AL2 is Unsatisfactory		
Note: Return to appropriate Assessment Level when performance improves.		Note: The first method listed in the MOA column below is the primary assessment method.	

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
3.1	Sampling, Field Testing and Laboratory Services The Contractor shall provide environmental sampling, field testing, laboratory services to ensure compliance oversight at the installation.	Sample collection, field testing and laboratory services comply with DoD, EPA, and state policies, instructions, and guidance such as: (1) OPNAVINST 5090.1 (2) EPA SW-846 (3) EPA PB83-124503 (4) EPA/600/4-85/013 (5) NAVSEA T0300-AZ-PRO-010	PS		N/A	N/A		10%	5%	M
3.1.1	Sampling The Contractor shall conduct timely sample collection to ensure the installation complies with sampling plan.	Sample collection complies with the approved sampling plan. Samples are collected and copies of sample	PS	N/A		N/A		10%	N/A	M

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
		collection logs are submitted within seven days after sampling has been completed.								
3.1.2	Field Testing The Contractor shall conduct timely field testing to ensure the installation complies with the sampling plan.	Field testing complies with the approved sampling plan. Copies of field testing results are submitted within seven days after testing has been completed.	PS	N/A		N/A		10%	N/A	M
3.1.3	Laboratory Services The Contractor shall provide laboratory services to ensure the installation complies with the sampling plan.	Laboratory services comply with the approved sampling plan. Samples are analyzed and results are reported within 14 days of receipt of sample.	PS	N/A		N/A		10%	N/A	M
3.2	N/A									
3.2.1	N/A									
3.2.2	N/A									
3.3	Discarded Hazardous Material/Hazardous Waste/Other Regulated Waste (HM/ HW/ORW) Management The Contractor shall manage discarded HM/HW/ORW to ensure the installation complies with Federal, state and local statutes and regulations, and with DoD and Navy	HM/HW/ORW management complies with Federal, state and local statutes and regulations, and with DoD and Navy policies, instructions guidance, and permits. No release of HM/HW/ORW to the environment due to Contractor's non-performance, mismanagement or	PS		N/A	N/A		10%	5%	M

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
	policies, instructions and guidance.	negligence. No documented citations such as NOV, warning letters or citizen suits due to Contractor's non-performance, mismanagement or negligence.								
3.3.1	N/A									
3.3.2	N/A									
3.3.3	N/A									
3.3.4	N/A									
3.4	N/A									
3.4.1	N/A									
3.4.2	N/A									
3.4.3	N/A									
3.5	N/A									
3.6	N/A									
4	Non-Recurring Work IDIQ work may be ordered 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.	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.	PS	N/A	N/A	N/A		As Required	N/A	R

MONTHLY PERFORMANCE ASSESSMENT SUMMARY

Contract #: N40085-16-D-8481 Installation/Site: _____
 Annex/sub-annex: 1800000 Environmental Month/Year: _____

Spec Item	Title	AL1 Rating						AL2/AL3 Rating			VCC	Safety	
		E	VG	S	M	U	# Samples	A	U	# Samples		Issues	# Samples
3.1	Sampling, Field Testing and Laboratory Services												
3.1.1	Sampling												
3.1.2	Field Testing												
3.1.3	Laboratory Services												
3.2	N/A												
3.2.1	N/A												
3.2.2	N/A												
3.3	Discarded Hazardous Material/Hazardous Waste/Other Regulated Waste (HM/HW/ORW) Management												
3.3.1	N/A												
3.3.2	N/A												
3.3.3	N/A												
3.4	N/A												
3.4.1	N/A												
3.4.2	N/A												
3.4.3	N/A												
3.5	N/A												
3.6	N/A												
4	Non-Recurring Work												
Comments:													
Recommended Actions:													
		Technical Ratings (mark using "X")											
		E	VG	S	M	U							
Overall Technical Rating for FFP Work													

Overall Technical Rating for IDIQ Work					
SPAR Signature: _____ Date: _____					

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	JUL 2013
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-3	Continuity Of Services	JAN 1991
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.245-2	Government Property Installation Operation Services	APR 2012
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	SEP 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;

- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency. (End of provision)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors, such as work experience considered.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

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

"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.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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 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.

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

(b) (1) 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 electronically 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) HUBZone 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--

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business

concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) 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 \$150,000.) 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 Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --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
____	____
____	____

—	—
---	---

(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.)

(i) 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
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of 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
—	—

—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-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 -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
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III 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 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 --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 --

(1) The offeror and/or any of its principals (___) are, (___) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(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 \$3,500 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 products.*

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.

(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 (or subcontractor in the case of an exempt subcontract) 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(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. The Offeror represents that--

(i) It [___] is, [___] is not an inverted domestic corporation; and

(ii) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(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)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other

Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the

Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 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)).

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

(4) 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.)

X (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).

X (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).

X (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) [Reserved]

___ (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]

X (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.

___ (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)).
- X (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).
- ____ (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).
- ____ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- ____ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ____ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ____ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- ____ (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).

_____ (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.

_____ (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.)

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

X (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 (l) 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)

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 the period of performance of the contract.

(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 the period of performance of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
 - (ii) Otherwise successful offers from small business concerns.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.
- ___ Offeror elects to waive the evaluation preference.
- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;
 - (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
 - (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or
 - (4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;
 - (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
 - (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means--

- (1) Any item of supply (including construction material) that is--
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation. (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

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):

farsite.hill.af.mil/

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-O0001)(OCT 2015)

(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.

“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 attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“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 would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor

and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
 (B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

(B) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“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.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“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.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“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) *Adequate security*. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled

Unclassified Information in Nonfederal Information Systems and Organizations,”

(see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts”, which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

(2) Apply other information systems security measures 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.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor’s ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see

<http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

- (1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and
- (2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

252.213-7000 NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM--STATISTICAL REPORTING IN PAST PERFORMANCE EVALUATIONS (JUNE 2015)

(a) The Past Performance Information Retrieval System--Statistical Reporting (PPIRS-SR) application (<http://www.ppirs.gov/>) will be used in the evaluation of suppliers' past performance in accordance with DFARS 213.106-2(b)(i).

(b) PPIRS-SR collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The PPIRS-SR application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.

(c) The quality and delivery classifications identified for a supplier in PPIRS-SR will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's references (if requested) and other provisions of this solicitation under the past performance evaluation factor. The Government reserves the right to award to the supplier whose quotation or offer represents the best value to the Government.

(d) PPIRS-SR classifications are generated monthly for each contractor and can be reviewed by following the access instructions in the PPIRS-SR User's Manual found at https://www.ppirs.gov/pdf/PPIRS-SR_UserMan.pdf. Contractors are granted access to PPIRS-SR for their own classifications only. Suppliers are encouraged to review their own classifications, the PPIRS-SR reporting procedures and classification methodology detailed in the PPIRS-SR User's Manual, and PPIRS-SR Evaluation Criteria available from the references at https://www.ppirs.gov/pdf/PPIRS-SR_DataEvaluationCriteria.pdf. The method to challenge a rating generated by PPIRS-SR is provided in the User's Manual.

(End of provision)

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 Central Contractor Registration 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).

'Navy Construction / Facilities Management Invoice'

(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.

'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	N68732
Issue By DoDAAC	N40085
Admin By DoDAAC	N40085
Inspect By DoDAAC	N32900
Ship To Code	N32900
Ship From Code	"LEAVE BLANK"
Mark For Code	"LEAVE BLANK"
Service Approver (DoDAAC)	"LEAVE BLANK"
Service Acceptor (DoDAAC)	"LEAVE BLANK"
Accept at Other DoDAAC	"Not Applicable"
LPO DoDAAC	N32900
DCAA Auditor DoDAAC	"Not Applicable"
Other DoDAAC(s)	"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.

Inspector Email Address	peggy.a.deluca@navy.mil
Accountable Official Email Address	susan.kuncken@navy.mil

(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.

(1) Susan Kuncken and can be reached at susan.kuncken@navy.mil or 732.866.2135.

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

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

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.

5252.223-9301 WILDLIFE PRESERVATION (Jun 1994)

Before commencing work which may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits.

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

X_1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

_2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

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

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

Within 15 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.

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

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

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

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below,

that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or nonperformed work.

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

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

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

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

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

(End of clause)

5252.246-9304 Estimating the Price of Nonperformed or Unsatisfactory Work. As prescribed in 46.407-100(b), insert the following clause:

**ESTIMATING THE PRICE OF NONPERFORMED OR
UNSATISFACTORY WORK (OCT 2004)**

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

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.

CONTRACTOR QUALITY CONTROL (QC)

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.

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.

The QCP shall include:

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.

The names(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extent of their authority.

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

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

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.

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.

PERFORMANCE EVALUATION MEETINGS

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

M.1

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.
- i. Current and valid copy of their Environmental Laboratory Certification from the state of New Jersey along with the accompanying Annual Certified Parameter List with their quotations. The Parameter List must be equivalent to all of the testing required within this solicitation. **Without the required Certification (must be current and valid) and/or without the equivalent Annual Certified Parameter List, an offeror may be disqualified from receiving an award under this solicitation.**

M.3

Quotations received will be evaluated based on reasonableness of price and the offerors experience and past performance. If deemed necessary by the government, offerors maybe requested to provide information concerning price and/or past projects at the time of quote evaluation. Award will be made to the offeror whose conforming quote will be most advantageous to the Government based on price and the offerors experience and past performance. The Government reserves the right to award to other than the offeror submitting the lowest price.