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2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	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 Performance Work Statement (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, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	Work may be restricted to be performed during specific time windows due to security or operational requirements. 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	See Section J-0200000-11 Wage Determinations.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1, and so on. Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	All maintenance trade personnel shall have specialized experience and training in safety and in the operation, maintenance, and repair identified in each annex. Identify and report existing and anticipated problems with the customer Performing and witnessing tests, and prepare reports and records. Respond to unplanned events. Two-Man Rule: Wind technician personnel working on wind turbine generators shall be required to work, at minimum, in two-man teams, Lockout/Tagout (LOTO) system shall be employed before starting maintenance. LOTO shall be posted with information as to date and time disabled, and the wind technician name and POC phone number.

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		<p>Site Safety Officer: Contactor Site Safety Officer or Competent Persons is required to be physically on site and ensure all safety practices are in place and technician is qualified to complete assigned maintenance task.</p> <p>Implementation of a like ISO 9000 set of standards to measures for planning, doing, checking and acting is considered a value added element of the contractor's quality control program.</p>
2.3.1	Required Conferences and Meetings	<p>See Section J-0200000-02 - Required Conferences and Meetings</p> <p>Attendees of this meeting will include various stakeholders. The Contractor shall be represented at this meeting by the Project Manager (PM) and Quality Control Manager (QCM). The purpose of these meetings are to discuss status of project and any issues that have arisen. The Contractor shall be responsible for preparing an agenda per Section F. The Contractor shall provide draft and final meeting minutes to all meeting participants per Section F</p>
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	<p>When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.</p>
2.3.3	Partnering	<p>To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the 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 subcontractor's teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>Partnering should accomplish three goals:</p> <ol style="list-style-type: none"> 1. The first goal is to develop a cohesive team with common purpose, commitment, and established communication processes. 2. The second goal of partnering is contract specific, identifying risks, and opportunities for the team to address. 3. The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award, and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by the Contracting Officer. The senior Government stakeholder present will</p>

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		<p>lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>
2.3.3.2	Contract Partnering Administration	<p>Upon 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. The Charter should be in place as early as possible, so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire, or as recommended by the partners.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <ul style="list-style-type: none"> *President/Vice President * Project Manager (PM) * Quality Control Manager (QCM) *Site Safety and Health Officer (SSHO)
2.3.4	Permits and Licenses	<p>The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses before work commences per Section F and when requested by the KO.</p>
2.3.5	Insurance	<p>The Contractor shall furnish the KO a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.</p>
2.3.5.1	Certificate of Insurance	<p>The Certificate of Insurance shall provide for at least 30 calendar day's 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, Per Section F.</p>
2.3.5.2	Minimum Insurance Amounts	<p>The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:</p> <ul style="list-style-type: none"> Comprehensive General Liability: \$500,000 per occurrence Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage

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		<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> <p>Other as required by state law</p>
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.7	Directives, Instructions, and References	Applicable Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and references are listed in J-0200000-03. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.8	Invoicing Procedures	<p>Invoicing procedures are identified in J-0200000-04.</p> <p>The Contractor shall use WAWF for all of the invoicing.</p>
2.3.9	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included in J-0200000-05.
2.4	Government-Furnished Items	<p>Except for items identified below as Government-Furnished, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services described in this Performance Work Statement (PWS).</p> <p>Government-Furnished Items will be provided in "AS-IS" condition and their use is at the option of the Contractor. The total or partial breakdown or failure of Government-Furnished Items shall not relieve the Contractor of the responsibility to perform the requirements of this contract.</p> <p>The Contractor shall provide periodic servicing, maintenance, and repair of the Government-Furnished Items accepted for use at no additional cost to the Government. Servicing, maintenance, and repair shall be provided in accordance with the manufacturer's recommendations. The Contractor shall generate work orders in USMCMAX per Spec Item 2.6.6 for all servicing, maintenance, and repair activities performed on Government-Furnished Items.</p> <p>At the completion of the contract, all Government-Furnished Items shall be returned to the Government in the same condition as received, except for reasonable wear and tear. Government-Furnished Items, which becomes worn out due to normal wear and tear, shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by Contractor negligence or abuse.</p> <p>The Government may inspect Government-Furnished Items at any time and without notice.</p>

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		Refer to J-0200000-06 for additional information.
2.4.1	Government-Furnished Property (GFP)	N/A
2.4.2	Government-Furnished Facilities	N/A
2.4.3	Government-Furnished Vehicles and Equipment	N/A
2.4.4	Government-Furnished Utilities	<p>The Government will make available water and electricity at existing outlets required for the work to be performed under the contract. 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.</p> <p>The Contractor is responsible for the cost of all utilities at all Government-provided facilities and any additional Contractor-owned facilities, at prevailing MCMWTC Bridgeport rates. The Contractor will be billed directly for all utilities provided to all Contractor occupied facilities. Utility rates billed to the Contractor will be at the following rates:</p> <ol style="list-style-type: none"> 1. Electrical - the current rate for electrical services is \$111.82 MWH 2. Water - the current rate for water is \$13.23 per KGAL 3. Wastewater (Sewage) - the current rate for sewage services is \$14.06 per KGAL, based on 100% of the water consumption <p>Variations in Rates: Utility rates are subject to change. Changes in one or more utility rates shall not be basis for adjustment to the contract price or a claim unless the deviation from the quoted price for a utility rate exceeds 15%. When a utility rate varies by more than 15%, the contract price will be adjusted to reflect the amount the actual charge exceeds the rate quoted; however, the Government will only be liable for the amount of cost exceeding 15% of the rate quoted. For example, if a quoted rate increases by 16%, the Government will only be liable for 1% of the rate increase. Vice versa if the quoted rate decreases by 16%.</p>
2.5	Contractor-Furnished Items	<p>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, Safety Data Sheets (SDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.</p> <p>Refer to J-0200000-07 for additional information.</p>

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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	Safeguarding Information	<p>The Contractor shall safeguard controlled unclassified information and information associated with Government property in accordance with the latest revision of CNSSI 1253, DoDI 8582.01, NIST SP 800-53, NIST SP 800-171, SECNAV Defense Industrial Base (DIB) Memo, and applicable contract clauses. At a minimum, this information shall be protected at the moderate confidentiality level as defined in NIST SP 800-171.</p> <p>Contractor information and data systems that contain information associated with Government property shall comply with DoD Risk Management Framework (RMF).</p> <p>The Contractor shall develop Plans of Action and Milestones (POA&Ms) per NIST SP 800-171, track accomplishment, and submit to the Government per Section F.</p> <p>If a cybersecurity incident is encountered or suspected related to any (Contractor or Government) Information Technology (IT) or Operating Technology (OT) systems, including Monitoring and Control Systems, the Contractor shall notify the Government per Section F.</p>
2.6.2	Dissemination of Information	DoD policy limits the dissemination of certain information. Instructions, Directives, and References not releasable to the public, e.g., Floor Plans, Maps, Post Orders, and Standard Operating Procedures, will be made available after contract award to the successful offeror with appropriate credentials and a need to know.
2.6.3	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. It is the Government's expectation to be able to reach a contractor representative with the necessary authority and means to resolve system failures, and coordinate effective response of key personnel related to definable features of work pertaining to this contract, twenty-four (24) hours a day, seven (7) days per week for the awarded contract performance period(s).
2.6.4	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 written status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following workday for inquiries after regular working hours.
2.6.5	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases, where some interference is unavoidable, the

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		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.
2.6.6	Deliverables	<p>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.</p> <p>Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission, which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.</p>
2.6.7	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 writing within 21 calendar days. If the discontinued service is due to an emergency breakdown, the Contractor shall notify the KO, affected tenants and customers as soon as practicable.
2.6.8	USMCMMax Maximo	<p>Maximo is the Computerized Maintenance Management System (CMMS) used by the Government for work order history, asset management, and condition assessment.</p> <p>The Contractor shall provide all required data for USMCMMax as identified below:</p> <p>The contracting employee shall conduct a full asset and equipment inventory in all buildings. The Contracting employee will ensure all assets and equipment are correctly uploaded into USMCMMax, all data fields that can be filled out shall be complete as required. The Contracting employee shall build a PM program and schedule within USMCMMax for all equipment and assets inventoried. PMs within USMCMMax will detail all aspects of the PM based on manufacturers' recommendation and industry standards. PMs within USMCMMax will have fully detailed job plans, asset information, parts requirements, location data, and routes. End result must be a fully functional PM program that can be executed by the Facilities Maintenance Director and the Production controller.</p> <p>The Contractor is required to provide work order, asset, specification, and condition assessment data for USMCMMax. The data is required for the Government's use in long term asset management and planning.</p> <p>Work order, asset, specification, and condition assessment data created by the Contractor is recorded in USMCMMax for <u>ALL WORK PERFORMED</u> on any asset listed in this contract.</p> <p>Work order and asset data created by the Contractor is recorded in USMCMMax for all work performed in 1502000 Facilities Investment and maintenance requirements specified in 1503010, 1503020, 1503030, 1503050, 1503060, Facilities Support sub-annexes.</p> <p>Informational Note:</p> <p>Not all assets listed in this contract are included in USMCMMax in the asset pool. Not all of the modules available within the Maximo</p>

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		application are utilized by Government and the modules utilized may not be fully implemented. USMCMMax does not include a detailed inventory of all assets, components, and equipment that the Contractor is required to service under this contract and may include inaccuracies, omissions, and redundancies. Contractor is required to submit an asset discrepancy summary with the invoice for Government QA representative to enter or modify any additional asset info in a monthly basis.
2.6.8.1	Maximo Data	<p>Required data fields for work orders are indicated in the Service Provider Information provided in each Task Order.</p> <p>Further instructional information detailing the process for submitting the specified information for USMCMMax Data Reporting is provided by government representative via annual training section.</p> <p>The Service Provider, Asset, Specification, and Characteristic Meter Reading Interfaces are used in multiple processes for loading data into USMCMMax by the Government and the format may be updated periodically.</p> <p>As part of the update the Contractor may be asked to modify the file to add/move columns in their submission. The Contractor shall provide up to 10 extra data elements or columns with as many as 150 characters per element for the Government to define during contract performance at no additional cost to the Government. The Government will provide the Contractor 60 calendar days' notice of modifications to the Service Provider, Asset, Specification, or Characteristic Meter Reading Interfaces file format.</p>
2.6.8.2	Maximo Method of Data Entry	<p>The Contractor shall provide data for USMCMMax using the methods detailed below:</p> <p>DIRECT ENTRY: The Contractor shall manually enter required work order and condition assessment data directly into USMCMMax. The Contractor shall ensure all information is updated by the end of each workday for all work performed.</p> <p>If the Contractor does not have access to USMCMMax at contract start, work order and condition assessment data shall be documented by Contractor and submit to government on weekly base or upon request. Contract shall backfill all information once USMCMMax access is granted. Contractor shall backfill all data into USMCMMax database within 60 calendar days after the access is granted.</p>
2.6.8.3	Maximo Access	<p>The process for obtaining access and establishing USMCMMax accounts are detailed in the USMCMMax System Access Procedures provided by Government representative.</p> <p>Once accounts have been established, USMCMMax can be accessed at https://usmcmmax.usmc.mil/</p> <p>The Government will provide access to contractor to access the USMCMMax system. Contractor shall submit all required information to get USMCMMax and security access to Government within fourteen (14) calendar days within contract start. Government will provide Common Access Cards (CAC cards) with USMCMMax access permission to</p>

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		contractor; Contractor shall acquire the adequate computer system(s) and compatible CAC card reader to login and access the USMCMMax system.
2.6.8.4	Maximo Training	<p>The Government will provide or make available initial training on USMCMMax to Contractor personnel responsible for direct entry of work order, asset, specification, and condition assessment data. Additional training will be provided by the Government when there are significant changes to the USMCMMax software or data entry requirements. Training due to changeover of personnel will be the responsibility for the Contractor. The Contractor will be provided a general user guide, local instructions, and other materials by the Government as reference material for the use of USMCMMax.</p> <p>Government will to provide initial training / annual refresher training for contractor. Contractor shall coordinate all entry personnel / alternate entry personnel to attend the annual training. Government will only provide one (1) section of training to the contractor.</p>
2.6.9	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> <ol style="list-style-type: none"> 1. Accurate documentation of work processes, procedures, and output measures. 2. A systematic procedure for assessing compliance with performance objectives and standards. 3. Accurate documentation of quality inspections and surveillance conducted throughout the execution of work. 4. Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.
2.6.9.1	Quality Management (QM) Plan	<p>The Contractor shall develop and submit a QM Plan (Also commonly referred to as a Quality Control 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 (to include subcontractors and technicians licenses, certifications, and training) • 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

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		<ul style="list-style-type: none"> • Documentation and records management • Communication with government (customers) <p>The contractor shall model their QM Plan per NAVFAC and Army Corps of Engineers requirements, directives, and standards.</p>
2.6.9.2	Quality Inspection and Surveillance Response	<p>The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government’s regular working hours. The file shall be turned over to the KO within five calendar days of termination of the contract.</p> <p>Inspections and Surveillance occurs through Government quality control specialists/CORs. The Contractor shall ensure that the work is performed according to all Federal, State and local regulations. If the work fails to comply and the inspections indicate a performance deficiency, the Contracting Officer will inform the Contractor, and the Contractor shall submit a response per Section F, indicating how the deficiency will be corrected, and how to ensure that compliance will be maintained. The Contractor shall then correct the deficiency within 72 hours after submitting the email response.</p>
2.6.9.3	Quality Inspection and Surveillance Report	<p>The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Sections F. The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed with assessment-driven corrective actions and process adjustments made during the previous month. The Government may adjust the frequency of the submittal based on the Contractor’s quality of performance.</p>
2.6.10	Property Management Plan	N/A
2.6.11	System and Equipment Replacement	<p>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.</p>
2.7	Personnel Requirements	<p>The Contractor shall comply with the personnel requirements stated below.</p>
2.7.1	Key Personnel	<p>The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.</p> <p>The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the Project</p>

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		<p>Manager (PM), Quality Control Manager (QCM), Site Safety Health Officer (SSHO)/Competent Person, 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 and any change of key personnel shall be reported to the KO immediately. For key personnel replacements, the contractor shall update their Organizational Chart and submit a revised version to the KO within one (1) calendar day to ensure compliance and continuity of services.</p>
2.7.1.1	Project Manager (PM)	<p>The Contractor shall provide a PM and designated alternate, as applicable, who has have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site during the Government's regular working hours and shall be available on-site within one hour after the Government's regular working hours.</p> <p>The PM or alternate shall have a designated contact available at work locations.</p> <p>The PM shall have at least three years of experience in managing a workforce providing services on contracts of similar size, scope, and complexity. The PM's qualifications with a detailed record of experience shall be submitted per Section F in writing, in the "Training and Qualifications" section of their QM Plan for Government review.</p> <p>The PM may be the same person as the Site Safety and Health Officer (SSHO) The PM may be the same person as the SSHO, as long as double hatted PM/SSHO person possess the appropriate experience, qualification, and training.</p>
2.7.1.2	Quality Control Manager	<p>The Contractor shall provide a Quality Control Manager or qualified designated alternate shall be on-site during the Government's regular working hours, and shall be available on-site within two hours after the Government's regular working hours. The Quality Control Manager must report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>The Quality Control Manager shall have fulfilled the following prerequisite training, and experiences before being hired as the Quality Control Manager under this contract:</p> <p>The Quality Control Manager shall have at least three years of experience in preparing and enforcing QMS programs on contracts of similar size, scope, and complexity. In addition, the Quality Control Manager shall possess a current NAVFAC / Army Corps of Engineers Construction Quality Management for Contractors certification. The QCM's qualifications with a detailed record of experience shall be submitted per Section F in writing, in the "Training and Qualifications" section of their QM Plan for Government review.</p>
2.7.1.2.1	Quality Control Personnel	<p>The Contractor shall provide Quality Control personnel whose primary duty and responsibility is to enforce the Contractor's Quality Management System on this contract. The Quality Control personnel shall be on-site at all times when the Contractor is performing work during the Government's regular working hours. The Quality Control personnel shall report directly to the Quality Manager and shall not report directly to the Project Manager.</p>

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		<p>Quality Control personnel shall have fulfilled the following pre-requisite training and experiences before being hired as Quality Control under this contract:</p> <p>Quality Control personnel shall have at least three years of experience in enforcing QMS programs on contracts of similar size, scope and complexity.</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. The contractor shall 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. The contractor shall provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have completed five years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, or three years' experience if the individual possesses a Certified Safety Professional (CSP), or safety and health degree. The SSHO shall have completed the OSHA 30-hour construction safety class or equivalent, and maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO may be the same person as the Quality Control Manager, but shall have fulfilled the pre-requisite qualification and experience.</p> <p>The SSHO's qualifications with a detailed record of experience shall be submitted per Section F in writing, in the "Training and Qualifications" section of their QM Plan as well as in the Accident Prevention Plan (APP) for Government review.</p> <p>SSHO may be the same person as the Project Manager, as long as double-hatted PM/SSHO person possess the appropriate experience, qualification, and training.</p>

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2.7.1.4	Environmental/Energy Manager	N/A
2.7.2	Employee Requirements	<p>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.</p> <p>The Contractor shall ensure that all Contractor personnel have received proper safety training, appropriate to their respective jobs. At a minimum, all Contractor personnel shall have attended the OSHA ten (10) hour safety course, or equivalent. The Contractor shall implement an ongoing training program that refreshes the safety skills, qualifications, and awareness of the Contractor workforce on a regular, periodic basis. The details of the Contractor's safety training program shall be included as part of the Contractor's Accident Prevention Plan (APP), as required in Spec Item 2.9.2.</p> <p>The Contractor personnel shall understand site specific work and weather conditions due to location.</p>
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 four hours of request. Certifications, licenses, and training required for contract performance shall be included in the "Training and Qualifications" section of the Contractor's QM Plan.
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. Each employee shall wear an outer garment with a distinctive company emblem and / or name on the front and back.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished.
2.7.3	Service Contract Reporting (SCR)	The Contractor shall report total dollar amount invoiced and all contractor labor hours (including subcontractor labor hours) required for

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		<p>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://www.sam.gov.</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://www.sam.gov.</p>
2.8	Security Requirements	<p>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.</p> <p>The Contractor shall ensure that Contractor personnel do not present a risk to security. By entering the installation, Contractor personnel are subject to installation, state, local and federal regulations and laws, including but not limited to debarment and criminal prosecution.</p>
2.8.1	Employee Listing	The Contractor shall maintain and provide upon request a current Employee List. The list shall include as a minimum, employee's name, supervisor, company, and level of security clearance and social security number.
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 ten calendar days.
2.8.4	Access to Installation	<p>All Contractor personnel shall obtain access to the installation through enrollment and registration into the Defense Biometric Identification System (DBIDS).</p> <p>The Contractor shall provide the KO with the name of their designated Service Contractor Administrator (SCA) for enrollment in DBIDS. Once enrolled, the Contractor must provide the DBIDS Registrar with an approved employee list and then direct their employees to register into DBIDS.</p>
2.8.4.1	DBIDS Program	DBIDS is an enterprise identity management and perimeter installation access control solution in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to three years, 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. There are no fees associated with obtaining a

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		<p>DBIDS credential.</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 DBIDS participation and installation access privileges. DBIDS access privileges will be immediately suspended or revoked if at any time a Contractor employee becomes ineligible.</p>
2.8.4.2	DBIDS Credentials	<p>Contractor employees shall furnish a completed copy of the SECNAV 5512/1 form to obtain the required background check and visit the local Navy Installation Visitor Control Center to obtain a DBIDS credential once approved. The SECNAV 5512/1 form and additional information about DBIDS can be found at: https://www.cnic.navy.mil/om/dbids.html.</p> <p>The Contractor may initiate the adjudication process when a background screen failure results in disqualification from participation in DBIDS and the Contractor employees do not agree with the reason for disqualification. The Contractor may also apply for a waiver when a background screening failure results in disqualification from participation in DBIDS. The Commanding Officer will be the final waiver determination authority.</p> <p>The Contractor shall immediately collect employee DBIDS credentials and notify the KO in writing:</p> <ol style="list-style-type: none"> 1. That an employee has departed the company without having properly returned or surrendered their DBIDS credentials. 2. That there is a reasonable basis to conclude that an employee, or former employee, might pose a risk, compromise, or threat to the safety or security of the installation or anyone therein.
2.8.5	Access to Buildings	<p>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.</p>
2.8.6	Access Arrangements	<p>The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities, and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.</p>

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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 contact 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	<p>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.</p>
2.8.8	Access to Controlled Unclassified Information	<p>The Contractor personnel whose work involves access to controlled unclassified information shall undergo a Tier 3 Investigation to verify their trustworthiness. If the Contractor personnel currently have a favorably adjudicated Tier 3 Investigation 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-86 form on line for a Tier 3 Investigation. The Security Manager will determine suitability. Upon a favorable Tier 3 Investigation, the Contractor personnel shall submit the original signed release statements, and an OF-306 Declaration for Federal Employment to the Security Manager per Section F. Upon submission of the necessary documentation through eQIP, the Contractor Employee shall provide digital fingerprints. The Contractor's Security POC shall notify the COR and the Security Manager when Contractor Employees have submitted their fingerprints.</p> <p>The request shall be renewed annually or for the duration of the contract if less than one year.</p>
2.8.9	Access to Government Information Technology (IT), Operation Technology (OT), and Facility Related Control Systems (FRCS)	<p>The Contractor personnel accessing Government IT and OT systems to include but not limited to Maximo, DMLSS, DDC, and SCADA are in positions considered Non-Critical Sensitive/IT-II and require a Tier 3 investigation to verify their trustworthiness.</p> <p>Prior to being granted access to Government IT, OT, and FRCS systems, personnel shall have a favorably adjudicated Tier 3 Investigation, obtain a CAC in accordance with security requirements, successfully complete required training, submit a Systems Authorization Access Request (SAAR) Form, and meet all eligibility requirements.</p> <p>Personnel accessing Government IT, OT, and FRCS systems shall complete annual required training such as cyber assurance awareness, information security (INFOSEC) awareness, and operations security (OPSEC) awareness.</p>

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		The Contractor shall submit a list of personnel requiring access to Government IT, OT, and FRCS systems per Section F.
2.8.10	Access to Navy Marine Corps Intranet (NMCI)	The Contractor may be required to access Navy Marine Corps Intranet (NMCI). Prior to being granted access to NMCI, Contractor employees shall obtain a CAC in accordance with security requirements, successfully complete required training, submit a Systems Authorization Access Request (SAAR) Form, and meet all eligibility requirements.
2.8.11	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, UFC 3-560-01 Operation and Maintenance Electrical Safety, and Public Law 91-596, Occupational Safety and Health Act.</p> <p>Any reference to "USACE" facilities, property, or equipment specified in EM 385-1-1 should be interpreted as Government facilities, property and equipment.</p> <p>Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available upon request by the KO.</p> <p>The Contractor shall ensure that their subcontractors, suppliers, and support personnel follow health and safety provisions. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft(s) from interfering with or creating hazardous working conditions for other craft(s), and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.</p>
2.9.1	Contractor and Subcontractor Safety Requirements	<p>Neither Contractor nor any subcontractor shall enter into contract that fails to meet the following requirements. Contractor and Subcontractors on this contract must have an effective EMR less than or equal to 1.10, as computed by the National Council on Compensation Insurance (NCCI) or if not available, as computed by the state agency's rating bureau in the state where the subcontractor is registered, when entering into a subcontract agreement with the Prime Contractor or a subcontractor at any tier.</p> <p>The Prime Contractor may submit a written request for additional consideration to the Contracting Officer where the specified acceptable EMR range cannot be achieved. Relaxation of the EMR range will only be considered for approval on a case-by-case basis for special conditions</p>

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		<p>and must not be anticipated as tacit approval. Contractor's Site Safety and Health Officer (SSHO) must collect and maintain the certified EMR ratings for all subcontractors on the project and make them available to the Government at the Government's request.</p> <p>At least five days before any new subcontractor starts work, or at least five days prior to the preparatory meeting regarding the subcontractor's work, whichever is earlier, the Contractor shall submit subcontractor's proof of compliance with requirements detailed below for Experience Modification Rate and DART rates, for Government acceptance.</p>
2.9.1.1	Experience Modification Rate (EMR)	<p>No Contractor or subcontractor on the project shall have an effective EMR greater than 1.10 when entering into a contract or subcontract agreement with the prime contractor or a subcontractor at any tier as computed by the National Council on Compensation Insurance (NCCI) or if not available, as computed by the state agency's rating bureau in the state where the subcontractor is registered.</p> <p>A written request may be submitted for additional consideration to the Contracting Officer Representative (COR) and Contracting Officer (KO) where the specified acceptable EMR range cannot be achieved for the Contractor or a particular subcontractor whose performance is uniquely critical to the service contract. Relaxation of the EMR range shall only be considered and/or granted on a case-by-case basis for special conditions and shall not be anticipated as tacit approval.</p> <p>Contractor's Project Manager (PM) or Site Safety and Health Officer (SSHO) shall collect and maintain certified EMR ratings for ALL subcontractors on the project and shall make them available to the Government at the Government's request per Section F.</p>
2.9.1.2	OSHA Days Away From Work, Restricted Duty, or Job Transfer (DART) rate	<p>No Contractor or subcontractor on the project shall have a DART rate calculated from the most recent, complete calendar year, less than or equal to 3.4 when entering into a contract or subcontract agreement with the prime contractor or a subcontractor at any tier.</p> <p>The Prime Contractor may submit a written request for additional consideration to the Contracting Officer where the specified acceptable OSHA Dart rate range cannot be achieved for a particular subcontractor. Relaxation of the OSHA DART rate range will only be considered for approval on a case-by-case basis for special conditions and must not be anticipated as tacit approval. Contractor's Site Safety and Health Officer (SSHO) must collect and maintain self-certified OSHA DART rates for all subcontractors on the project and make them available to the Government at the Government's request.</p>
2.9.2	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 follow the format and include all elements addressed in Appendix A of EM 385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs that are relevant to the site specific hazards and controls for</p>

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		<p>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 but not limited to Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs 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 AHA 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>
2.9.3	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. Specifically:</p> <ul style="list-style-type: none"> • For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed. • For contracts with non-recurring work ELINs, the Contractor shall submit an AHA on non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the recurring work priced services. • For construction (including renovation or alteration) task orders placed on the non-recurring work portion of contract, the Contractor shall submit a separate AHA for each task order with the associated proposal. <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> <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p>

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2.9.4	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>
2.9.4.1	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.
2.9.4.2	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.
2.9.4.3	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.
2.9.4.4	Critical Lift Plan	N/A
2.9.4.5	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.
2.9.4.6	Pathogen Exposure	<p>The Contractor shall comply with 29 CFR-1910.1030 at all times if personnel are performing work where they may be exposed to blood or other potentially infectious materials.</p> <p>The Contractor shall develop an Exposure Control Plan. This plan shall comply with 29 CFR-1910.1030, be reviewed annually to ensure compliance, and be accessible to employees.</p>
2.9.4.7	Control of Hazardous Energy (lockout/tagout)	The Contractor shall establish a program and utilize procedures for affixing appropriate lockout devices or tagout devices to energy isolating devices, and to otherwise disable machines or equipment to prevent unexpected energization, start up or release of stored energy to ensure compliance with 29 CFR 1910.147. The Contractor shall submit a report of their periodic inspection of the energy control procedure that ensures the procedures and the requirements of 29 CFR 1910.147 are being followed per Section F.
2.9.5	Crane Operations	All operations of Cranes, Multi-Purpose Machines and Material Handling Equipment shall comply with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926.

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		<p>The Contractor shall comply with paragraph 1.7.2 of NAVFAC P-307 and notify the Contracting Officer at least 24 hours prior to bringing any crane (including delivery vehicles with crane boom attachments), multi-purpose machines, material handling equipment, or construction equipment that may be used in a crane-like application to lift suspended loads on board a Navy Installation. Written documentation of the last weight test of the crane and all related weight handling equipment (e.g. attachments, rigging gear, etc.) shall be maintained on site.</p> <p>A joint verification with the Government representative must be performed to ensure that a legible and indelible completed copy of Appendix P, Figure P-1 of NAVFAC P-307 is maintained on the crane, multi-purpose machine, and material handling equipment or construction equipment used in a crane-like application to lift suspended loads. The following certification and testing documentation shall be on site prior to entry and use on any Navy Installation:</p> <ol style="list-style-type: none"> 1) Crane, multi-purpose machine, material handling equipment or construction equipment used in a crane-like application to lift suspended load certification 2) Load testing 3) Yearly, monthly and daily inspection logs 4) Rope/sling certifications 5) Operator certifications/designations 6) Designation of person performing log inspections 7) Cranes that are permanently located on a Navy Installation shall have a quarterly joint verification.
2.9.5.1	Crane Inspections	<p>The Contractor shall ensure all inspections are performed in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 (daily, monthly, quarterly, yearly), and retain the current documentation of inspections. Documents shall be kept on site. Daily pre-use inspections and testing shall be performed on all load hoisting and lowering mechanisms, boom hoisting and lowering mechanisms, swinging mechanisms, travel mechanisms (if to be used that day), and safety devices. Cranes that have to be re-rated shall be in accordance with SAE Recommended Practices, Crane Load Stability Test Code J765 and documentation maintained on site. The Contractor shall have an operational anti-two block device or a two-block damage prevention feature for all points of two blocking and a boom hoist disconnect, shutoff, or hydraulic relief to automatically stop the boom hoist when the boom reaches a predetermined high angle.</p>
2.9.5.2	Rigging Gear	<p>The Contractor shall ensure rigging gear and below the hook lifting devices and personnel comply with the following requirements:</p> <ol style="list-style-type: none"> 1) Personnel performing rigging shall have an understanding of all signs, notices, and operating instructions, and be familiar with the applicable hand signals prescribed by the ASME B30 standard for the type of crane in use. 2) Personnel performing rigging shall be familiar with the rigging requirements in EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926. 3) The Contractor shall inspect rigging gear in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 and paragraph 1.7.2 of NAVFAC P-307. Certification records shall be made available for review upon request.

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2.9.5.3	Crane Operators	Crane operators shall meet the personnel qualifications requirements in paragraph 16.B of EM 385-1-1 and paragraph 1.7.2 of NAVFAC P-307. For mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 2,000 pounds or greater, designate crane operators as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators).
2.9.6	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Within the 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 the 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> <p>The Contractor shall conduct an accident investigation for any weight handling equipment accident (including rigging gear accidents) to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and submit per Section F. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer. The WHE accident report form is provided within the Forms in J-0200000-05.</p>
2.9.6.1	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;

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		<p>5) Medical treatment beyond first aid; 6) Loss of consciousness; or 7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.</p> <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> <p>WHE Accident: A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)</p>
2.9.7	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.
2.9.8	Monthly On-Site Labor Report	<p>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.</p> <p>Monthly On-Site Labor Report shall be provided unprotected and capable of being sorted to the ELIN/Sub-ELIN level.</p>
2.9.9	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.
2.9.10	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</p>

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		<p>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 KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p>
2.9.11	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.
2.9.12	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.
2.9.13	Emergency Medical Treatment	Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment
2.9.14	Excavations	<p>Soil classification must be performed by a competent person in accordance with 29 CFR 1926 and EM 385-1-1.</p> <p>The Contractor shall provide a third party, independent, private utility locating company to positively identify underground utilities in the work area in addition to any station locating service and coordinated with the station utility department.</p> <p>The Contractor shall physically verify underground utility locations, including utility depth, by hand digging using wood or fiberglass handled tools when any adjacent work is expected to come within 3 feet of the underground system.</p>

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		<p>Utilities located within and under concrete slabs or pier structures, bridges, parking areas, and the like, are extremely difficult to identify. Whenever contract work involves chipping, saw cutting, or core drilling through concrete, bituminous asphalt or other impervious surfaces, the existing utility location shall be coordinated with station utility departments in addition to location and depth verification by a third party, independent, private locating company. The third party, independent, private locating company must locate utility depth by use of Ground Penetrating Radar (GPR), X-ray, bore scope, or ultrasound prior to the start of work. Outages to isolate utility systems must be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the Contractor from meeting this requirement.</p>
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. • 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. • 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. • 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</p>

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		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.
2.10.1	Energy Management Program	<p>If needed, 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 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 are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training, or experience.
2.10.2.1	Sampling, Testing and Laboratory Services	<p>The Contractor shall develop a written training plan and documentation of training for all sampling, testing, and laboratory personnel to demonstrate technical proficiency.</p> <p>The Contractor shall develop a written sampling plan for each sampling event and submit per Section F. The sampling plan shall summarize what will be sampled, the sampling equipment expected to be used and the</p>

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		<p>number and location of samples expected to obtain a representative sample. The Contractor shall re-sample, test and obtain laboratory analysis upon request and submit results per Section F, at no additional cost to the Government.</p> <p>The Contractor shall provide collection and analytical testing of samples in accordance with the latest version of the test methods set forth in 40 CFR 261, 40 CFR 262 or Test Methods for evaluating Solid Waste, Physical/Chemical Methods, EPA Publication SW0846 and State of California, Department of Environmental Protection Sampling SOPs.</p> <p>Laboratory shall be certified by the State of California Department of Public Health for the specific analytical procedure in accordance with all Federal and State regulations.</p>
2.10.2.2	ODS Requirements for Refrigerant Recycling	<p>The Contractor shall comply with all federal, state and local environmental laws and regulations, and specifically requirements of Sections 608 and 609 of the Clean Air Act Amendments (CAAA) of 1990, 40 Code of Federal Regulation Part 82 (40 CFR 82) and of paragraph 22-3.6 (Management of Ozone-Depleting Substances) of OPNAVINST 5090.1 Environmental Readiness Program Manual, and Navy ODS Advisory 96-02 Refrigerant Leak Repair and Record Keeping as pertaining to this contract..</p> <p>Recordkeeping shall document and demonstrate contractor compliance with regulatory and Navy requirements cited above. A Government ODS Tracking and Inventory System (OTIS) database will be provided for contractor use. Contractor may choose to use a commercially available ODS recordkeeping and tracking software if it provides similar recordkeeping and is deemed acceptable to the KO. Other methods of maintaining and tracking ODS recordkeeping requirements and compliance demonstration may be presented for consideration in lieu of using one of the above cited software if it meets regulatory recordkeeping requirements and is approved by KO. All records for work on refrigerant equipment shall contain at a minimum, the date, the technician's name, certification ID, equipment identifier and location, work performed, amount of refrigerant added or removed, and final determination of equipment status.</p> <p>A complete, up to date inventory of refrigerant containing equipment (maintained under this contract and Contractor owned) on board the installation shall be maintained at all times. The contractor is responsible for updating all recordkeeping software and for maintaining accurate and up to date refrigerant records. Contractor shall provide the KO with an updated copy of OTIS database or representative software data files quarterly and at conclusion/termination of contract. Contractor's ODS records shall be readily available for inspection by government and regulators</p> <p>Records are maintained for all refrigerant removal operations performed prior to small appliance or motor vehicle air condition appliance disposal. The recovery date, technician's name and a statement that all refrigerant that had not previously leaked was removed in accordance with 40 CFR 82 shall be included in the disposal records. A weather resistant label or tag shall be placed on units pending disposal stating harmful refrigerants</p>

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		<p>and oil have been removed from the unit in compliance with Section 608 of the CAA. The label or tag shall provide the company name & address, technician name, phone number, and date refrigerant was removed.</p> <p>Records shall be kept for all refrigerant recovery operations/services performed on equipment that normally contains 50 pounds or more refrigerant will include the service date, service description, amount of refrigerant purchased, and amount of refrigerant added.</p> <p>Refrigerant leaks on equipment, which normally contain 50 pounds or more refrigerant, are repaired within 30 days of leak discovery. Leak repairs for equipment normally containing 50 pounds or more refrigerant are documented, including the date of leak discovery and date repaired, technician's name, amount of refrigerant vented, and amount purchased and added. Satisfactory leak repair verification tests are documented within 30 days of repair.</p> <p>Records detailing accidental venting of ODS are maintained; these records shall include as a minimum the date, type, location, amount vented, and reason for venting.</p> <p>Records detailing the type and amount of refrigerant purchases shall be kept.</p> <p>Only excess Class I ODS is to be returned to DLA and not private contractors (R-11, 12, 113, 114, 500, 502). All reclaimed class I refrigerant shall be stored in approved containers, made for the intended purpose and transported by the Contractor to the Defense Logistics Agency (DLA) at the following address:</p> <p style="text-align: center;">DLA Distribution SW0400 ODS Cylinder Operations Open Shed 6 Chippenham Parkway Entrance, Gate 13 Richmond, Virginia 23297-5000</p> <p>Once the Contractor has delivered the refrigerant to DLA in Richmond, the Contractor shall submit a Class I and II ODS Report per Section F.</p> <p>Contractor ODS records shall be available to the KO upon request.</p>
2.10.2.3	Solid Waste Management and Recycling	<p>The Contractor shall comply with the installation's Solid Waste Management Plan(s) and OPNAVINST 5090.1 series for Contractor generated waste. The Contractor shall submit Solid Waste Management Reports per Section F. The Solid Waste Management Reports Form is provided within the Forms in J-0200000-05.</p> <p>The Contractor shall recycle concrete, scrap metal, tires, wooden pallets, cardboard, asphalt, yard waste and submit quarterly reports with recycling weight ticket receipts per Section F</p>
2.10.2.4	Non-Regulated 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>

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		<p>All non-regulated waste shall be disposed of in accordance with all applicable Federal, state, and local laws, regulations, and instructions, such as 40 CFR, SOPA (ADMIN) MYPTINST 5090.1.</p> <p>Disposal of all non-regulated debris and rubbish resulting from the work under this contract shall comply with the federal regulations in 40 CFR Part 258 (Subtitle D of RCRA), or equivalent state regulations and be disposed of at appropriate off installation waste handling facilities.</p>
2.10.2.5	Regulated Waste Disposal	<p>The Contractor shall dispose of regulated waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws, regulations and instructions, such as 40 CFR, SOPA (ADMIN) MYPTINST 5090.1, etc.</p> <p>Variations in Rate: Disposal rates are subject to change. Changes in the disposal rates shall not be basis for adjustment to the contract price or a claim unless the deviation from the quoted price exceeds 15%. When the disposal rates vary by more than 15%, the contract price will be adjusted to reflect the amount the actual charge exceeds the rate quoted; however, the Government will only be liable for the amount of cost exceeding 15% of the rate quoted. For example, if a quoted rate increases by 16%, the Government will only be liable for 1% of the rate increase. Vice versa if the quoted rate decreases by 16%.</p> <p>The Contractor shall provide waste stream determinations, per 40 CFR and complete Waste Stream Determination forms for each of the Contractor's processes that generates regulated waste.</p>
2.10.2.6	Universal Waste	N/A
2.10.2.7	Spill Prevention, Containment, and Clean-up	<p>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 with the Installation Hazardous Waste Management Plans; and Spill Prevention, Control, and Countermeasure Plan at no additional cost to the Government.</p> <p>The Contractor shall report all fuel and hazardous substance spills within 15 minutes of discovery to the Regional Call Center. If calling from a device not connected to a station landline, notify the emergency dispatcher your location and you will be transferred to the Regional Call Center. The Contractor shall notify the KO as soon as possible but not more than 24 hours after spill. Spill reports shall be submitted within 48 hours.</p> <p>The Installation Spill Control Plan is provided in J-0200000-08.</p>
2.10.2.8	Hazardous Material Management	<p>The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).</p> <p>The Contractor shall submit an Emergency Planning and Community Right to Know Act (EPCRA) Report and Contractor Hazardous Material Inventory Log.</p> <p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous</p>

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		<p>material, allow a minimum of 10 working days for processing the request. The Contractor shall post Safety Data Sheets (SDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked, the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements?</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p> <p>Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.</p>
2.10.2.9	Protection of Endangered and Threatened Species (Flora and Fauna) & (Desert Tortoise)	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.
2.10.2.10	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.11	Salvage	All material and equipment removed or disconnected that is sound and of value shall remain the property of the Government. The Contractor shall deliver this material and equipment at the Contractor's expense to the government.
2.10.2.12	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 submit a written ACM Notification within 24 hours per Section F.
2.10.2.13	Air Quality	<p>The Contractor shall comply with Clean Air Act (CAA) reporting requirements established by the local Title V Air Operation Permit.</p> <p>The Contractor shall track all Hazardous Air Pollutants (HAPs) used in contract maintenance and repair operations. The Contractor shall provide Hazardous Air Pollutant (HAP) monthly data, including Subcontractors, for application of coatings, solvents (including stripping solvents), adhesives, and other volatile organic compounds and/or HAPs containing</p>

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		material to miscellaneous parts in booths, buildings, hangars, ships, and open air surface coating operations.
2.10.3	Sustainable Procurement and Practices	<p>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 laws and regulation, including 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 • Bio-based Products • Non-Ozone Depleting Products • Environmental Preferred Products and Services • Low/Non-Toxic and Hazardous Materials <p>The Contractor shall submit an annual Sustainable Delivery of Services Report per Section F.</p>
2.10.3.1	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (<i>e.g.</i> , Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.2	Use of Recovered Materials	<p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO prior to its use.</p>

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2.10.3.3	Use of Bio-based Products	The Contractor shall make maximum use of bio-based products in 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 contingency response plan The Contractor shall support the installation contingency response plan as directed by the KO. The Contractor shall submit their Mission Essential Contractor Services Plan and a list of their Mission Critical/Mission Essential Personnel per Section F.
2.12	Technical Library	The Contractor shall not need to establish a technical library. Facility drawings, manuals, warranties, and other literature the Government might be to provide Contractor upon request, when available.
2.13	Warranty Management	<p>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.</p> <p>Equipment, components and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the Contracting Officer. Prior to performing repair work, the Contractor shall report to the KO all defects in workmanship, material, parts, or improper installation found by the Contractor to be covered by a warranty.</p> <p>The Contractor shall warranty all work as outlined in specific Sub Annexes. Service to any failed equipment during the warranty period shall be accomplished at no additional cost to the Government. This includes work that is unsatisfactory or an installed part that failed due to poor workmanship in installation, or manufacturer's defect, as stated in FAR Clause 52.246-20, Section I.</p>
2.14	Recurring Work Procedures	
2.14.1	Recurring Work Preparation of Proposals	The Contractor shall price additions or deletions to the Recurring Work requirements using the unit prices bid by the Contractor for Non-Recurring Work Unit Priced Tasks (UPTs). If Non-Recurring Work does not include a corresponding UPT for a specific work requirement for addition or deletion to the Recurring Work requirements, the Contractor shall propose on that specific work requirement in accordance with the Non-recurring Work Preparation of Proposal requirements specified below. Additional markups shall not be included since the cost for these items were included in the unit prices bid by the Contractor for Non-Recurring Work. This may result in the Contractor's proposal consisting of UPT unit price(s), Unit Priced Labor (UPL) Hour(s), Material pricing, or a combination thereof. Recurring Work proposals, including detailed scopes of work and detailed estimates for modification to the Recurring Work requirements shall be submitted per Section F.

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2.14.2	Notification to the Government for Work Above the Recurring Work Limitations	<p>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 and provide a rough order of magnitude (ROM) estimate for the work exceeding the Contractors recurring work limits of liability within two hours of identification for further direction. The Government may issue a service call in accordance with the recurring work provisions or a task order in accordance with the non-recurring work provisions of the contract detailed below or accomplish the work by means other than this contract.</p> <p>The Contractor shall provide a detailed scope of work and detailed estimate, per Section F, per the non-recurring work procedures in Spec Item 2.15 for any potential task orders resulting from work that exceeded a recurring work limit of liability in the contract. The estimate shall include the full scope of work and clearly show the deductions for the applicable recurring work limit of liability. The resultant proposed price shall be for the portion of the work exceeding the recurring work limit of liability. Further, the Contractor shall prepare and provide scopes of work and estimates in this manner to the KO when requesting a determination that a recurring work limit of liability has or will be exceeded.</p>
2.14.3	Recurring Work Exhibit Line Item Numbers (ELINs)	Recurring work ELINS are provided in J-0200000-10.
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 task order requirements. 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 Sections J-0200000-10 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	<p>The Contractor shall offer indefinite quantity (IQ) pre-priced line item services to authorized Government personnel when they are ordering the work directly via task orders. When receiving task orders against Section B, the Contractor shall provide the supplies and services at the offered price without additional markup or handling fee.</p> <p>The Contractor shall post updates on task order delivery schedule and performance to the task orders in a timely manner.</p> <p>The Contractor shall track quantities and report total ordered quantity in approved DD 1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the</p>

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		following month, per Section F. The Contractor must track and report when total dollar value of all orders from DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed task orders will be made using the Government wide invoice system. 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 the Government wide invoice system. No partial or advance payments will be provided.
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the recurring work portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes a recurring price 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 (itemized proposal required).
2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the Non-recurring Work Exhibit Line Items (ELINs) provided in Section J-0200000-10. The Government retains the right to obtain additional quotes. The lowest quoted labor hours shall be used.
2.15.2.1.2	Direct Material and Construction Equipment Requirements	Direct material and construction equipment costs published in R. S. Means Facility Maintenance and Repair 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 direct material and construction equipment estimate. If not provided in RS Means or a similar estimating source, direct material prices may be based on national material supplier catalogue pricing or quotes from at least three different commercial vendors. Projected direct 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 direct materials since the cost for these items are to be included in the labor hour unit price. Direct 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. Construction equipment

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		<p>costs shall include rental and lease costs, ownership costs where Contractor-owned, construction 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.</p> <p>The Government retains the right to obtain additional quotes in questionable situations. The lowest price shall be used.</p>
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-0200000-10.