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Spec Item	Title	Description
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at Portsmouth Naval Shipyard, Kittery, Maine under a performance-based contract that is comprised of both Recurring Work and Non-Recurring Work Items.</p> <p>The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the fully expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page.</p> <p>Annex 1 General Information Annex 2 Management and Administration Annex 3 Command and Staff – N/A Annex 4 Public Safety – N/A Annex 5 Air Operations – N/A Annex 6 Port Operation – N/A Annex 7 Ordnance – N/A Annex 8 Range Operations – N/A Annex 9 Health Care Support – N/A Annex 10 Supply – N/A Annex 11 Personnel Support – N/A Annex 12 Morale, Welfare and Recreation Support – N/A Annex 13 Galley – N/A Annex 14 Housing – N/A Annex 15 Facilities Support 1502000 Facilities Investment Annex 16 Utilities – N/A Annex 17 Base Support Vehicles and Equipment – N/A Annex 18 Environmental – N/A</p>
1.2	Acquisition of Additional Work	The Government reserves the right to acquire additional services at additional locations, within the scope of the annexes and areas included in Spec Item 1.1 Outline of Services, in addition to the services and locations identified in the requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the non-recurring work provisions of the contract. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.
1.3	Background Information	Portsmouth Naval Shipyard is located in Kittery, Maine. It is beside the Piscataqua River, which forms the boundary between Maine and New Hampshire and provides access to the Atlantic Ocean. It is an industrial facility primarily responsible to overhaul submarines.
1.4	Navy PBSA Approach	The Navy’s approach to performance-based service acquisition (PBSA) includes four component parts, which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.

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1.5	Standard Template	<p>Key to implementing the PBSA approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain General Information that is relevant to the entire scope of the contract. Annex 2 contains Management and Administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 and their associated sub-annexes contain the General Information, Management and Administration requirements, Performance Objectives, Related Information, and Performance Standards that are relevant to that technical annex. Except where otherwise stated, Annexes 3 through 18 and their associated sub-annex requirements are not relevant to one another. Within each technical annex and sub-annex, the organization of information and requirements are also standardized. Specification Item 1 will always contain General Information. Specification Item 2 will always contain the Management and Administrative requirements. Specification Item 3 will always contain the Recurring Work requirements. Specification Item 4 will always contain the Non-Recurring Work requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all recurring work specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1 nor are they considered subordinate to one another. All costs associated with Annexes 1 and 2 and Specification Items 1 and 2 shall be priced, and their price shall be allocated to the Exhibit Line Items.</p>
1.6	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors' to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked "Informational Notes" throughout Annexes 1 through 18 and their associated sub-annexes are subject to this disclaimer. Offerors' may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractually binding requirement on either party.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>
1.7	Verification of Workload and Conditions	<p>Throughout the PWS, the workload data is generally referred to as being located in Sections C and J. Section C provides data such as descriptions, specifications, and the statement of work. Section J provides data such as system descriptions, maps, floor plans, and tables to represent the type and location of services to be provided.</p>

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		<p>All facilities, systems, and assets identified in this contract shall be accepted by the Contractor in "AS-IS" condition. The Contractor is fully responsible for all work up to and including the limits of liabilities specified.</p> <p>As prescribed in FAR 52.237-1, offerors' or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.</p>
1.8	Contractor's Knowledge	<p>The Navy expects to receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.</p>
1.9	Technical Proposal Certification	<p>The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.</p>

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2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	<p>The Government's regular working hours are from:</p> <p>7:00 AM — 4:00 PM Day Shift: Various – 7:00 AM – 4:00 PM Second Shift: 3:00 PM – 11:30 PM</p> <p>five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours must be authorized by the KO prior to commencement of work.</p>
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, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in J-0200000-02.
2.2.3	Requirements Hierarchy	<p>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.</p> <p>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.</p>
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor shall attend administrative and coordination meetings. The Contractor shall provide sign-in sheets and prepare minutes of all meetings and submit per Section F for review and comments. Comments received within two working days shall be incorporated into the minutes and a copy of the final revision shall be submitted per Section F for concurrence.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.

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2.3.3	Partnering	<p>The Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who may 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 sub-contractor 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>The goal of Partnering is to develop a cohesive team with common purpose, commitment and established communication processes.</p>
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the COR.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior 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. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President * Project Manager * Quality Manager Site Safety and Health Officer</p>
2.3.4	Permits and Licenses	<p>The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.</p>
2.3.5	Insurance	<p>The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not</p>

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		less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage: Comprehensive General Liability: \$500,000 per occurrence Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers
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 Contractor negligence under this contract to their original condition at no cost to the Government.
2.3.7	Directives, Instructions, and References	Refer to Directives , Instructions and References in J-0200000-03
2.3.8	Invoicing Procedures	Refer to Section G for invoicing instructions. Refer to Invoice Form in J-0200000-04.
2.3.9	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-05.
2.4	Government-Furnished Items	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). 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. 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 NAVFAC Maximo per Spec Item 2.6.8 for all servicing, maintenance, and repair activities performed on Government-Furnished Items. 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

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		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. The Government may inspect Government-Furnished Items at any time and without notice.
2.4.1	Government-Furnished Property (GFP)	None
2.4.2	Government-Furnished Facilities	None
2.4.3	Government-Furnished Vehicles and Equipment	None
2.4.4	Government-Furnished Utilities	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. Telephone services are available for on-base, contract-related business only. Telephone services for off-base calls shall be arranged and paid for by the Contractor.
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Safety Data Sheets (SDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Safeguarding Information	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.

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		<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.
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 Government. A status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.5	Work Schedule	<p>The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall provide written notification of any difficulty in scheduling work due to Government controls, per Section F. At a minimum, the notification shall include the following:</p> <ul style="list-style-type: none"> • The date and time the work was initially coordinated. • The name and phone number of the Government person with whom the work was initially coordinated. • The name and phone number of the Government person who prevented the work from being performed as previously coordinated. • The alternative date and time, the Government person requested the work be accomplished.
2.6.6	Deliverables	Except where otherwise stated, deliverable requirements are specified in Sections C, F, H, I, J, and within the Directives, Instructions, and References. The Contractor shall submit accurate and complete documents within the specified timeframes. The Contractor shall revise/modify deliverables, as directed by the KO, at no additional cost to the Government.

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		<p>Except where otherwise specified, all deliverables shall be submitted electronically in a Microsoft Office Version 2016 compatible format. Deliverables shall include the company name, contract number, contract title, date, and shall be unprotected and capable of being sorted by CLIN, work order number, asset number, section, annex/sub-annex, spec item and ELIN/Sub-ELIN or clause. All formulas shall be traceable.</p> <p>Government acceptance of deliverables shall 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	<p>If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the COR a minimum of 5 workdays prior to the scheduled event. If the discontinued service is due to an emergency breakdown the Contractor shall notify the COR, affected tenants, and customers as soon as practicable and provide the status of repairs, as directed by the KO, until normal operation is restored.</p> <p>Scheduled utility outages and interruptions to equipment, system(s) operation, or other services shall be scheduled after hours of operation.</p> <p>The Contractor shall shutdown, restart, and perform operational checks on all equipment affected by both scheduled and unscheduled utility outages and service interruptions, at no additional cost to the Government.</p>
2.6.8	NAVFAC Maximo	N/A
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> <ul style="list-style-type: none">• Accurate documentation of work processes, procedures, and output measures.• A systematic procedure for assessing compliance with performance objectives and standards.• Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.• Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.
2.6.9.1	Quality Management (QM) Plan	<p>The Contractor shall develop and submit a QM Plan per Section F. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, the Contractor shall submit the revised QM Plan for acceptance, per Section F.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none">• Policy and objectives of Quality Management System (QMS)• Quality organization<ul style="list-style-type: none">○ List of personnel○ Responsibilities & lines of authority○ Training and qualifications• Approach to assuring quality of services provided and conformance with performance objectives and standards• Methods and procedures for effective planning, operation and control of processes and performance of work

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		<ul style="list-style-type: none"> • Procedures for inspection and surveillance of services to include all contractual requirements. <ul style="list-style-type: none"> ○ Scheduling and performance of inspection and surveillance ○ Measurement, data collection and analysis ○ Corrective action, preventive action, and continuous improvement ○ Oversight of subcontracted work • Documentation and records management • Communication with government (customers)
2.6.9.2	Quality Inspection and Surveillance	The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government’s regular working hours. The file shall be submitted to the COR after completion/termination of the contract per Section F.
2.6.9.3	Quality Inspection and Surveillance Report	The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor Quality Inspection and Surveillance Report shall include a narrative of events, a tabulated summary and results of the quality inspection and surveillance events performed, inspection-driven corrective actions taken and the results attained, and management process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor’s quality of performance.
2.6.10	Property Management Plan	The Contractor shall establish and maintain a plan that meets the contract clause requirements of Specification Item 2.4, Government-Furnished Items, of this Annex. This plan shall identify the Contractor’s policies, procedures, and practices in receiving and performing physical inventories, key control, repairing and maintaining, preserving and protecting, and reporting the disposition of accepted government property in its possession. The Property Management Plan shall be submitted per Section F.
2.6.11	System and Equipment Replacement	The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior to use. The KO will furnish available information for the existing systems and equipment.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below:
2.7.1	Key Personnel	<p>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 or COR necessary to validate their qualifications.</p> <p>The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.</p>

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		The Contractor shall provide complete resumes for proposed substitutes and any additional information requested by the KO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The KO will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.
2.7.1.1	Project Manager (PM)	<p>The Contractor shall provide a PM and designated alternate, as applicable, who shall have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site at the request of the COR.</p> <p>The PM shall have satisfactory relevant experience at a comparable level of responsibility on contracts of similar size, scope and complexity.</p>
2.7.1.2	Quality Manager	<p>The Contractor shall provide a Quality Manager or designated alternate who shall be available on-site within one hour during the Government's regular working hours and shall be available on-site within two hours after the Government's regular working hours upon request. The Quality Manager or designated alternate shall report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>The Quality Manager or designated alternate shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract: :</p> <p>The Quality Manager or designated alternate shall have satisfactory experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager or designated alternate may be the same person as the SSHO.</p>
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site when high risk work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and</p>

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		have completed the OSHA 30-hour construction safety class or equivalent. The SSHO shall maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.
2.7.1.4	Environmental/ Energy Manager	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 equipment, safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can read and understand printed regulations, detailed written orders, operating procedures, training instructions and materials.</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 10 hour safety course, or equivalent.</p> <p>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, as required in Spec Item 2.9.1.</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 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The COR reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in both verbal communication and electronic or 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 submitted per Section F.

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2.7.3	Service Contract Reporting (SCR)	<p>The Contractor shall report total dollar amount invoiced and all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: https://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 COR 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 a current Employee List and submit per Section F. The list shall include employee's name, supervisor, company, and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be confiscated by the Contractor immediately and returned within 10 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	<p>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 DBIDS credential.</p> <p>The Government performs background screening and credentialing.</p>

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		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.
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.
2.8.4.3	DBIDS Paper Passes	<p>In the event that a visitor, vendor, or Contractor employee elects not to participate in DBIDS, the individual will be issued DBIDS paper pass from the Base Pass and Identification Office in order to access to the installation. The time standard for the validity of a pass to access an installation will be not more than thirty (30) days and may be further restricted based on local policy or by Federal, DOD, Navy, and CNIC guidance.</p> <p>The Government will not be responsible for any cost or lost time associated with obtaining paper passes or added vetting or inspections incurred by non-participants in the DBIDS credentialing process.</p>
2.8.5	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to restricted areas shall have the appropriate screening, and shall wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.6	Access Arrangements	The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.

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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 COR will provide information on applicable buildings, spaces and the appropriate point of contact.</p> <p>The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contract if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort.</p>
2.8.7	Security Clearances	<p>The Contractor shall obtain all required corporate and personnel Security Clearances, prior to commencement of work, at no additional cost to the Government. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.</p> <p>PERSONNEL BADGES SHALL BE ATTACHED TO THE OUTER GARMENT AND DISPLAYED AT ALL TIMES WHILE ON THE PORTSMOUTH NAVAL SHIPYARD. CONTRACTOR PERSONNEL SHALL NOT ENTER AREAS FOR WHICH THEY HAVE NOT BEEN CLEARED. WHERE A NEED HAS BEEN DEMONSTRATED TO ENTER SUCH AREAS, CONTRACTOR SHALL BE UNDER CONSTANT ESCORT BY PERSONNEL WHO HAVE BEEN CLEARED. FAILURE TO ADHERE TO POSTED SECURITY REQUIREMENTS MAY RESULT IN REMOVAL OF THE EMPLOYEE FROM THE SHIPYARD, AND FUTURE ACCESS DENIED.</p>
2.8.8	Access to Controlled Unclassified Information	No Access to Controlled Unclassified Information is authorized or required under this contract.
2.8.9	Access to Government Information Technology (IT), Operation Technology (OT), and Facility Related Control Systems (FRCS)	No Access to Information Technology, Operation Technology or Facility Related Control Systems are authorized or required under this contract.
2.8.10	Access to Navy Marine Corps Intranet (NMCI)	No Access to NMCI is authorized or required under this contract.
2.8.11	Employee Status	The Contractor shall notify the COR of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health

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		<p>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>
2.9.1	Contractor Safety Requirements	Neither Contractor nor any subcontractor may enter into contract with any subcontractor that fails to meet the below requirements. The term subcontractor in this and the following paragraphs means any entity holding a contract with the Contractor or with a subcontractor at any tier.
2.9.1.1	Experience Modification Rate (EMR)	<p>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 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>
2.9.1.2	OSHA Days Away From Work, Restricted Duty, or Job Transfer (DART) Rate	<p>Subcontractors on this contract must have a DART rate, calculated from the most recent, complete calendar year, less than or equal to 3.4 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 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 compliance plans addressing all applicable Safety and Occupational Health (SOH) risks that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a</p>

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		<p>change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and applicable compliance plans, programs, and procedures as specified below.</p> <p>The Contractor shall not commence work until the APP has been accepted and no activity shall be started on site until the applicable AHAs and compliance plans have been accepted.</p> <p>Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.</p>
2.9.3	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. <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 COR for review and acceptance.</p>
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> <p>Additional requirements for specific compliance plans are provided below.</p>
2.9.4.1	Alcohol and Drug Abuse Prevention Plan	<p>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</p>

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		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	<p>The Contractor shall develop a critical lift plan to explain how it will conduct lifts for any of the following conditions:</p> <ol style="list-style-type: none"> 1) Lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; 2) Lifts involving more than one crane, hoist, or LHE 3) Lifts of personnel; 4) Lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks 5) Lifts involving hazardous materials (e.g., explosives, highly volatile substances); 6) Lifts where the center of gravity could change; 7) Lifts without the use of outriggers using rubber tire load charts; 8) Lifts using more than one hoist on the same crane, hoist, or LHE; 9) Lifts involving Multiple Lift Rigging (MLR) Assemblies or other non-routine or technically difficult rigging arrangements; 10) Lifts involving submerged loads. Exception: lifts that were engineered to travel in guided slots throughout the lift and have fixed rigging and/or lifting beams, i.e., intake gates, tailgates/logs); 11) Lifts out of the operator's view. (Exception: if hand signals used by a signal person in view of the operator or radio communications are available and in use, load does not exceed two tons AND is determined a routine lift by the lift super.) <p>The critical lift plan shall include elements addressed in paragraph 16.H of EM 385-1-1, paragraph 1.7.2 of NAVFAC P-307, and comply with requirements in ASME B30.22, ASME B30.3; ASME B30.5, and ASME B30.8.</p> <p>The Contractor shall complete and maintain a copy of the Crane Operating Checklist For Critical Lifts, provided within the Forms in J-0200000-05, for each lift.</p>
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	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.

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		<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> <p>Employees required to access areas subject to higher exposure risk (such as hospitals, clinics, and laboratories) shall submit to all required testing and receive vaccinations as required by the installation.</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	<p>All operations of Cranes, Multi-Purpose Machines and Material Handling Equipment shall comply with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926.</p> <p>The Contractor shall comply with paragraph 1.7.2 of NAVFAC P-307 and notify the Contracting Officer at least 48 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.</p> <p>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</p>

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		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.
2.9.5.2	Rigging Gear	The Contractor shall ensure rigging gear and below the hook lifting devices and personnel comply with the following requirements: 1) Personnel performing rigging shall have an understanding of all signs, notices, and operating instructions, and be familiar with the applicable hand signals prescribed by the ASME B30 standard for the type of crane in use. 2) Personnel performing rigging shall be familiar with the rigging requirements in EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926. 3) The Contractor shall inspect rigging gear in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 and paragraph 1.7.2 of NAVFAC P-307. Certification records shall be made available for review upon request.
2.9.5.3	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	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. Notification shall also be provided for any mishap occurring in any of the following high hazard areas: electrical (to include Arc Flash, electrical shock, etc.); uncontrolled release of hazardous energy (includes electrical and non-electrical); weight or load handling equipment (LHE) or rigging; fall-from-height (any level other than same surface); and underwater diving. These mishaps shall be investigated in depth to identify all causes and to recommend hazard control measures. Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted. 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. For any weight handling equipment accident (including rigging gear accidents) the Contractor shall conduct an accident investigation to establish

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		<p>the root cause(s) of the accident and comply with additional requirements and procedures for accidents in accordance with NAVFAC P-307, Section 12. The Contractor shall submit a WHE Accident Report (Crane and Rigging Gear) per Section F. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer.</p> <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>For a near miss involving crane or rigging operations, the Contractor shall report verbally to the Contracting Officer as soon as management becomes aware but not later than 4 hours of such event and comply with additional requirements and procedures for near-misses in accordance with NAVFAC P-307, Section 12. A near miss occurs when an accident was avoided by mere chance or when intervention prevented an ongoing sequence of events that would have resulted in an accident (e.g. unplanned encroachment, improper crane set-up, improperly rigged load, etc.). The Contractor shall submit a Crane and Rigging Gear Near Miss Report per Section F.</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; 5) Medical treatment beyond first aid; 6) Loss of consciousness; or 7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above. <p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <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,</p>

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		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.)
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	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. Monthly On-Site Labor Report shall be provided unprotected and capable of being sorted to the ELIN/Sub-ELIN level.
2.9.9	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and submit 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: The site is safe and free of job-site hazards</p> <ul style="list-style-type: none"> • Proper PPE is being utilized and worn. • Safe work practices and processes are being followed. • Workers are familiar with the hazards covered in the respective AHA for that work activity. • All equipment and tools are in good condition and being used safely. <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the 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> <p>The Contractor shall submit a copy of the Contractor Safety Inspection and Monitoring Report per Section F. The Contractor Safety Inspection and</p>

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		Monitoring Report shall include a narrative of significant events; a tabulated summary and results of the safety inspection and monitoring events performed; inspection-driven corrective actions taken and the results attained; and management process adjustments during the previous month.
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 meeting ANSI/ISEA 107-2010 and DOT regulations for traffic control. 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	Soil classification must be performed by a competent person in accordance with 29 CFR 1926 and EM 385-1-1. 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. 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. 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.
2.10	Environmental Management and Sustainability	The Contractor shall perform work under this contract consistent with the Installation's Environmental Management System (EMS) goals and policy. Goals: <ul style="list-style-type: none">• Reduce purchase and use of toxic and hazardous materials;• Expand purchase of green products and services; increase recycling;• Reduce energy and water use;• Increase use of alternative fuels and renewable energy;• Integrate green building concepts in major renovations and new construction;• Prevent pollution at the source; and

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		<ul style="list-style-type: none"> • 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; and • Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words. <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the COR when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.10.1	Energy Management Program	<p>The Contractor shall comply with the installation's energy management program. The Contractor PM, or designee, shall represent the Contractor's interest at all meetings of the activity's Energy Management Board.</p> <p>The Contractor shall attend periodic meetings with the Installation Energy Manager, where energy and water efficiency goals and project status will be discussed to ensure that any Contractor work complements and optimizes efficiency efforts.</p>
2.10.1.1	Water Conservation Plan	N/A
2.10.1.2	Energy Efficient Products	<p>The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy</p>

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		Management Program. Use of high-energy consuming tools or equipment is subject to approval by the COR 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 COR. Inspection of Contractor operated facilities may be conducted by the Installation Environmental Protection Coordinator or other authorized officials on a no-notice basis. 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 all required regulatory and 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 an impact to the environment shall be competent on the basis of appropriate education, training or experience. The Contractor shall develop, submit, and implement an Environmental Protection Plan per Section F.
2.10.2.1	Sampling, Testing and Laboratory Services	N/A
2.10.2.2	ODS Requirements for Refrigerant Recycling	N/A
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 upon request. 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> <p>All non-regulated waste shall be disposed of in accordance with all applicable Federal, state, and local laws, regulations, and instructions.</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.</p> <p>All regulated waste shall be disposed of through the installation's Part B Facility. The Contractor shall reimburse the Government for all waste disposed of through the installation's permitted Part B facility. The</p>

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		<p>Contractor shall pay the current rate, at the time of disposal, for disposal of both regulated and non-regulated waste per pound plus a 5.5% surcharge.</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. Waste Stream Determination forms shall be submitted per Section F.</p>
2.10.2.6	Universal Waste	<p>The Contractor shall collect and manage all Universal Waste generated under the performance of this contract in accordance with the applicable Federal, state and local laws, regulations and instructions, such as: 40 CFR, the installation's 5090.1 instruction, etc. Universal waste shall be disposed of through the installation's Part B Facility. The Contractor shall reimburse the Government for all waste disposed of via the installation's permitted Part B Facility, as describe in Spec Item 2.10.2.</p>
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 at no additional cost to the Government.</p> <p>The Government reserves the right to clean up, package and dispose of Contractor spills occurring on the Shipyard, and to bill such costs to the Contractor. A determination will be made following inspection of the spill site as to whether packaging and cleanup will be performed by the Government, or whether the Contractor will be allowed to perform the cleanup.</p> <p>For hazardous waste spills, call the Shipyard Fire Department immediately.</p> <p>All spills must be reported to the COR. Any communication with regulatory agencies must be conducted by or in coordination with Navy environmental personnel (PWD-ME EV).</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 per Section F following the format provided in J-0200000-09.</p> <p>The Contractor shall receive approval from the COR prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall post 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-</p>

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		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.
2.10.2.9	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the COR 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 COR 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	The Contractor shall recycle to the greatest extent possible.
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 COR 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 track all Hazardous Air Pollutants (HAPs) used in contract maintenance and repair operations. The Contractor shall provide HAP data monthly, including Subcontractors, for application of coatings, solvents (including stripping solvents), adhesives, and other volatile organic compounds and/or HAPs containing material to miscellaneous parts in booths, buildings, hangars, ships, and open air surface coating operations, per Section F. A sample HAP tracking form is provided within the Forms in J-0200000-05.</p> <p>The Contractor shall track Hazardous Air Pollutants on a monthly rolling average and submit semi-annual reports per Section F.</p>
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 • Biobased Products • Non-Ozone Depleting Products • Environmental Preferred Products and Services • Low/Non-Toxic and Hazardous Materials

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		The Contractor shall submit an annual Sustainable Delivery of Services Report per Section F.
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 (e.g., 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/conservetools/cpg/index.htm).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO prior to its use.</p>
2.10.3.3	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- Affirmative 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 COR.
2.12	Technical Library	N/A
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The COR will provide available warranty documents.
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

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		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.
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 COR 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 order in accordance with the recurring work provisions of this contract order work in accordance with the non-recurring work provisions of this 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 Exhibit Line Item Numbers (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 DoD FedMall 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 Section J on an as needed basis.
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as a non-recurring work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The fixed price for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.15.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform non-recurring work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD FedMall is the electronic

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		medium for authorized Government personnel to place orders for service to the Contractor. DoD FedMall is located at: http://www.dla.mil/Info/FedMall/ under NAVFAC contract. The Contractor shall submit a report of all non-recurring work quantities ordered via FedMall monthly per Section F
2.15.1.2	Invoicing and Receiving Payment	Payment for completed FedMall orders will be made using the Government wide Commercial Purchase Card (GCPC). Reference "payment by third party" clause FAR 52.232-36. The Contractor shall possess the capability to invoice and receive payment for non-recurring work via an electronic medium with supported command representatives utilizing their GCPC. No partial or advance payments will be provided.
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the recurring work portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes the fixed price for the task order.
2.15.2.1	Non-recurring Work Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit non-recurring work proposals to the KO, per Section F. Proposals shall include: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means Facility Maintenance and Repair 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. If not provided in RS Means or a similar estimating source, labor hours may be based on quotes from at least three different commercial vendors. 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. 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 Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the recurring work portion of the contract.

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		The Government retains the right to obtain additional quotes in questionable situations. The lowest price shall be used.
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 Exhibit Line Item Numbers (ELINs) are provided in J-0200000-10.

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Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Facility Investment at Portsmouth Naval Shipyard, Kittery, Maine.
1.1	Concept of Operations	<p>The intent of 1502000 Facility Investment is to specify the requirements for Sustainment, Restoration, and Modernization (SRM) sub-functions only. The SRM requirements within this sub-annex primarily consist of infrastructure sustainment and minimal restoration and modernization work. Sustainment is the maintenance and repair necessary to keep an inventory of facilities and other assets in good working order. Restoration and modernization normally consists of major rehabilitation and capital improvements that is accomplished through other Navy programs. Some major repair, minor construction and stand-alone demolition may be accomplished as part of Facility Investment.</p> <p>The Contractor shall perform maintenance, repair, alteration, demolition and minor construction for the following:</p> <p>Trackage</p> <ul style="list-style-type: none"> -Railroads -Crane

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Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1502000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the FI function.
2.2.1	Certification, Training, and Licensing	Specific certification and training requirements are addressed below in Spec Items 3 and 3.2.
2.3	Special Requirements	<p>The Contractor shall be responsible for maintaining track components identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and corrects deficiencies in a timely manner to assure full life expectancy of the components. Best commercial practices shall be applied in the performance of work. All work shall be completed per approved and accepted industry and equipment manufacturers’ standards and shall comply with safety codes, applicable activity, local, state, and federal regulations, and other technical requirements identified within this technical sub-annex.</p> <p>Workmanship for maintenance and repair shall include all work necessary to complete component restoration, including operational checks. Upon completion of work, the Contractor shall ensure components and equipment are free of missing parts or defects which would affect the safety or appearance in accordance with design intent. Repairs shall be made in accordance with the manufacturers’ specifications and guidelines. The quality of repairs shall meet the applicable standards and shall prevent any malfunction reoccurrences caused by poor workmanship or other contractor inadequacies. The quality of the repaired areas shall be fully compatible with adjacent surfaces or equipment. Except where otherwise specified, replacements shall match existing in dimensions, finish, color, design, and functionality and shall have an appearance similar to the original finished appearance with only minor unobjectionable deterioration resulting from normal use.</p> <p>The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed.</p>
2.3.1	Workmanship and Material Standards	<p>The Contractor shall be responsible for maintaining all facilities, systems, and equipment, identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and corrects deficiencies in a timely manner to assure full life expectancy of the facilities, systems, and equipment. Best commercial practices shall be applied in the performance of work. All work shall be completed per approved and accepted industry and equipment manufacturers’ standards and shall comply with building and safety codes, applicable activity, local, state, and federal regulations, and other technical requirements identified within this technical sub-annex.</p> <p>Workmanship for maintenance and repair shall include all work necessary to complete facility and system restoration, including touch-up painting and operational checks. Upon completion of work, the Contractor shall ensure all facilities, systems, and equipment are free of missing components or defects which would affect the safety, appearance, or habitability of the facilities and structures or would prevent any electrical, mechanical, plumbing or structural system from functioning in accordance</p>

1502000 – Facility Investment		
Spec Item	Title	Description
		<p>with design intent. Repairs shall be made in accordance with the manufacturers' specifications and guidelines, and standard building codes. The quality of repairs shall meet the applicable standards and shall prevent any malfunction reoccurrences caused by poor workmanship or other contractor inadequacies. The quality of the repaired areas shall be fully compatible with adjacent surfaces or equipment. Except where otherwise specified, replacements shall match existing in dimensions, finish, color, design, and functionality and shall have an appearance similar to the original finished appearance with only minor unobjectionable deterioration resulting from normal use.</p> <p>The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed.</p>
2.3.2	Historical Preservation	<p>Buildings and facilities designated as historical sites shall be maintained in accordance with Federal, state, and local historical policies and regulations.</p> <p>The Shipyard Crane and Railroad System is a contributing resource to the Portsmouth Naval Shipyard Historic District and work must comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties, Standards for Rehabilitation. Tracks may also be located within archaeologically sensitive areas. Notify COR immediately if ground disturbance is anticipated or if portions of track are proposed for replacement or removal as the Navy may need to consult with the State Historic Preservation Office prior to the execution of that work.</p>
2.4	References and Technical Documents	References and Technical Documents are listed in J-1502000-02.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	Recurring Work	The Contractor shall maintain, repair, and alter railroad switch turnout components and crane switch and frog components to ensure they are fully functional and operational.	<p>The work will consist of development and implementations of a PM program and other recurring services.</p> <p>Submit for the approval of the COR the intended procedure for removal of the crane rail switch tongue, weighing approximately 2,500 pounds, and the crane rail turntable frog, weighing approximately 500 pounds. The approved procedure shall not be modified unless a revised procedure has been submitted and approved.</p> <p>Contractor shall not remove trackage from service to perform work until rail facilities outage approval is received. Note that outage approval, especially for ground level crane rail components, is subject to suspension on short notice where the outage would inhibit passage of a crane. The suspension will normally apply for a minimal period of time and will be restored following completion of the work operation utilizing the crane.</p> <p>Accordingly, Contractor must be flexible in scheduling of track components maintenance and be prepared to perform scheduled maintenance at other locations unaffected by Shipyard operations.</p> <p>Prior to award, the COR will require the name of the person with the qualifications and experience designated to sign PM reports certifying that all preventive maintenance was accomplished and inspections were performed. Minimum acceptable qualifications shall be as specified under Federal Railroad Administration (FRA)</p>	Trackage is in normal working condition and function properly in accordance with specified standards.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>publication “Track Safety Standards”, paragraph 213.7, entitled “Designation of Qualified Persons to Supervise Certain Renewals and Inspect Track”.</p> <p>The COR may request a report at any time and the Contractor shall provide the detailed report within 24 hours.</p> <p>Site maps are provided in J-1502000-03</p>	
3.1	Service Orders	The Contractor shall perform service order work in a timely manner and ensure systems and equipment are restored to a safe, normal working condition and function properly.	<p>The Contractor shall receive service orders in accordance with the work reception requirements in Annex 2.</p> <p>The Contractor shall schedule and perform service orders in a way that minimizes disruptions to customers and Government operations.</p> <p>The Government may issue service orders for work requirements at any location within the defined boundaries of this contract for any reason at the discretion of the COR.</p> <p>Service order work may include repairs to existing trackage assets and equipment as well as newly installed trackage assets and equipment, work to trackage located on the installation but not listed in the facilities listing, facilities and trackage that is not maintained through a recurring work schedule or program, labor hour support for non-contract projects, and any work requirements typical to the annexes and sub-annexes contained in this PWS.</p> <p>Service orders are not limited to work performed on existing facilities, structures and equipment identified in the</p>	<p>Service order work is responded to and completed within the specified time.</p> <p>All systems and equipment are restored to normal working condition, including recertification if applicable.</p> <p>When repair is complete, systems and equipment does not present danger to personnel or equipment.</p>

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>respective Section J attachments or spec items for each Annex. Additional facilities, structures and equipment added during the course of the contract will become part of the service order program at no additional cost to the Government.</p> <p>Historical data of service order workload and Preventative Maintenance performed are provided in J-1502000-06. Historical data and supporting information provided is intended to illustrate the volume of service orders issued and examples of work that has been performed in the past and is not to be construed as a limiting factor to services ordered and performed in the future. Historical Preventative Maintenance may not be fully up to date. The Contractor may request updated historical data from the COR.</p> <p>Descriptions of the classifications of service orders (emergency, urgent, and routine) are provided in the Definitions and Acronyms in J-1502000-01. These descriptions are provided for reference and the Contractor shall perform service orders per the requirements below based on the classification assigned by the Government.</p> <p>The Contractor shall maintain sufficient materials and equipment on hand to support service order work requirements. Lack of availability of material or equipment will not relieve the Contractor from the requirement to complete service order work within the time limits specified.</p>	

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>The Government may combine multiple repair requirements received for the same trade on one service order as long as the service order threshold is not exceeded.</p> <p>The Contractor shall notify the COR upon identification that the service order will exceed the liability limits specified below in accordance with reporting requirements in Annex 2. If Non-recurring work is issued for repairs, the Government will only pay for the portion of labor and/or material that exceeds the service order limits.</p> <p>The Contractor shall submit a summary of work executed after each service orders per Section F.</p>	
3.1.1	Urgent Service Orders	The Contractor shall complete urgent service orders in a timely manner and ensure facilities and installed equipment and systems are restored to a safe, normal working condition and function properly.	<p>The Contractor shall perform urgent service orders to repair deficiencies without extended delay, therefore preventing further damage to trackage.</p> <p>Urgent service orders are limited to a ceiling of 4 labor hours on site (with equipment, tools, and two workers) and \$200.00 in material cost.</p>	<p>Urgent service orders are responded to within 24 hours of receipt of call.</p> <p>Urgent service orders are completed within five working days.</p>
3.1.2	Emergency Service Orders, Weld Repairs	The Contractor shall complete emergency service orders in a timely manner and ensure weld repairs are completed and track rails are restored to a safe, normal working condition and function properly.	<p>The Contractor shall perform emergency service seven days a week throughout the contract period.</p> <p>The Contractor shall respond to emergency service orders with the appropriate service personnel and equipment to commence work immediately.</p> <p>Repairs shall be done in accordance with AWS D15.2, recommended practices for the welding of rails and related rail components for use by rail vehicles.</p>	Emergency service orders responded to and completed within 48 hours of receipt of call.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			An emergency service order, weld repair labor hour is inclusive of all personnel and equipment needed to perform rail head / equipment weld repairs and is limited to a ceiling of 4 labor hours and \$100 in material cost.	
3.1.3	Urgent Service Orders, Weld Repair	The Contractor shall complete urgent service orders in a timely manner and ensure weld repairs are completed and track rails are restored to a safe, normal working condition and function properly.	<p>The Contractor shall perform urgent service orders to repair deficiencies without extended delay.</p> <p>Repairs shall be done in accordance with AWS D15.2, recommended practices for the welding of rails and related rail components for use by rail vehicles.</p> <p>An urgent service order, weld repair labor hour is inclusive of all personnel and equipment needed to perform rail head / equipment weld repairs and is limited to a ceiling of 4 labor hours and \$100 in material cost.</p>	Urgent service orders are completed within five working days.
3.1.4	Routine Service Orders, Weld Repair	The Contractor shall complete routine service orders in a timely manner and ensure weld repairs are completed and track rails are restored to a safe, normal working condition and function properly.	<p>The Contractor shall perform routine service orders to perform weld repairs to correct deficiencies on rails.</p> <p>Repairs shall be done in accordance with AWS D15.2, recommended practices for the welding of rails and related rail components for use by rail vehicles.</p> <p>A routine service order, weld repair labor hour is inclusive of all personnel and equipment needed to perform rail head / equipment weld repairs and is limited to a ceiling of 4 labor hours and \$100 in material cost.</p> <p>Performance of routine service orders is not required outside of Government regular working hours.</p>	Routine service orders are completed within 30 calendar days.

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.2	Preventive Maintenance (PM) Program	The Contractor shall develop and implement a PM program for facilities, and installed equipment and systems to ensure proper operation, to minimize breakdowns, and to maximize useful life.	<p>The Contractor shall develop and submit a PM program per Section F.</p> <p>All work executed on trackage shall be in accordance with UFC 4-860-03 & NAVFACINST 11230.1.</p> <p>Notification of repair work identified during the performance of the PM program shall be submitted to the COR before leaving the work site. A service order or non-recurring work task order may be issued for repairs identified during the performance of the PM program.</p> <p>The PM program shall provide an economical approach manufacturers' recommended procedures, OEM standards, and maintenance required to satisfy equipment warranties and keep trackage in normal working condition. This would include replacement of minor parts such as cotter pins, washers and spacers.</p> <p>The Contractor shall not use breakdown maintenance as part of the PM program.</p> <p>Excessive or repeated system or equipment breakdowns or deficiencies may indicate the need to adjust or modify the Contractor's PM program. These changes will be made at no additional cost to the Government.</p> <p>PM consists primarily of inspections, cleaning lubrication and adjustment as required minimizing malfunction breakdown, wear and deterioration of railroad and crane rail turnout</p>	<p>Maintenance is accomplished in accordance with the Contractor's PM program and work schedule.</p> <p>PM is performed in accordance with manufacturers' recommended procedures and OEM standards.</p>

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>components. Perform preventive maintenance (PM) inspection and services to railroad pavement crane rail switches, mates, rigid and turntable frogs, and all flange ways.</p> <p>PM's are to be executed six times a year as scheduled by the government with the exception of switches 55 & 56. Switches 55 & 56 will need PM's to be executed eight times a year as scheduled by the government.</p> <p>The Contractor shall submit a monthly maintenance report identifying equipment maintained and maintenance performed per section F.</p> <p><u>Any new defects declassifying the rail below Class II trackage shall be reported to the COR no later than the end of the workday.</u></p> <p>The Contractor shall submit a monthly maintenance schedule and unaccomplished maintenance report per Section F.</p>	
3.2.1	Frog and Switch Components	The Contractor shall perform PM on railroad switch components and crane switches and frogs to ensure proper operation, minimize breakdowns, and maximize useful life.	<p>Inspect areas adjacent to components and note as general deficiency inadequate drainage or other conditions affecting proper drainage. Clean and/or rod out drains. An estimate for correction of general drainage deficiencies is not required.</p> <p>Clean all flange ways within the area of the switch or frog to remove accumulations of dirt and other debris.</p> <p>Ensure each switch/turntable frog is returned to its original position upon completion of maintenance.</p>	Each switch/turntable frog is returned to its original position.

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>With the Preventive Maintenance Report, provide a detailed (labor, material and equipment) estimate of repair costs. J-1502000-04 provides the report format to be utilized. Each Report shall be signed by the individual authorized by the COR.</p> <p>Notify the Government Representative to inspect the work and return switch to service.</p> <p>Trackage and components map are shown in J-1502000-05A,B,C, and D.</p>	
3.2.2	Rail Flange Way Cleaning	The Contractor shall perform rail flange way cleaning.	<p>Rail flange way cleaning to include removal and disposal of soil, snow, ice, salt, and any other foreign material in the rail flange way.</p> <p>Rail flange way cleaning shall be ordered at a minimum of 500 linear feet of rail up to a maximum of 30,000 linear feet of rail or the available remaining rail linear footage.</p> <p>Rail flange ways to be cleaned shall be identified and ordered by the COR/PAR on an as needed basis.</p> <p>The contractor shall dispose of all waste in accordance with Federal, state, and local regulations.</p> <p>The Contractor shall commence work within 7 calendar days of notification from the COR.</p>	Rail flange ways are clean and free of all foreign materials.
3.3	Ultrasonic Testing of Railroad and Crane Rails	The Contractor shall perform ultrasonic testing on tracks to ensure proper operation, minimize breakdowns, and maximize useful life.	<p>The Contractor shall perform testing on approximately 24,000 linear feet of rail.</p> <p>Submit the proposed test procedure for the approval of the COR prior to performance per Section F.</p>	<p>Testing is performed in accordance with manufacturers' recommended procedures and OEM standards.</p> <p>All systems and equipment is restored to</p>

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Prior to start of testing, provide certification that the operator possesses the qualification defined under American Society for Nondestructive Testing publication "ASNT Standard for Qualification and Certification of Nondestructive Testing Personnel", paragraph 3.3, "Level II".</p> <p>Submit a proposed Daily Work Schedule for the approval of the COR per Section F. The proposed Work Schedule shall indicate, by date, specific locations of rail to be tested. The approved Work Schedule will be used to minimize disruption of Shipyard rail operations and to relocate rail equipment from rails to be tested.</p> <p>Submit a Sample Written Report for the approval of the COR prior to performance of any work per Section F. All reports shall be in the approved format.</p> <p>Assign Flaw Identification Numbers for each defect detected and mark the number on the side of the rail head or on the pavement next to the rail with a suitable marker.</p> <p>Accurately mark the full-size drawings with Flaw Identification Numbers and include such supplementary notes, legends, and details as necessary to clearly define locations of the defects. Drawings shall be marked in red and conform to standard drafting practices. Drawings shall be maintained current throughout the services and made available to the COR upon request. Submit certified</p>	<p>normal working condition, including recertification if applicable.</p> <p>Test procedures are provided to the KO prior to start of work.</p> <p>Provide operator qualifications prior to start of testing.</p> <p>Provide a daily work schedule prior to start of work.</p> <p>Reports are provided no later than 8:00 AM of the workday following the date tests were performed.</p> <p>Marked-up full-size drawings are provided within 5 calendar days of completion of testing.</p>

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>correct, marked-up full-size drawings per Section F.</p> <p>The Written Report shall indicate, for each flaw, the following:</p> <ul style="list-style-type: none"> (a) Date Tested (b) Flaw Identification Number (c) Location (d) Classification - As listed under 29 CFR 213 Paragraph 213.113 (e) Size - Transverse fissures, compound fissures, detail fractures, and defective welds shall be the percentage of rail head cross sectional area weakened by the defect. Sizes of all other defects shall be in inches. <p>In addition to documenting on the report, verbally notify the COR or the designated representative at the time of discovery of any item requiring major repair.</p> <p>Reports shall be signed and dated by the Contractor as certification that all scheduled work was completed. If the scheduled work was incomplete, sign and date the report noting any incomplete work and the rescheduled date.</p> <p>Ultrasonic Testing of Railroad and Crane Rails is due to be performed during the contracts base year.</p> <p>Contractor shall schedule a PM before Ultrasonic Testing to ensure clean switches, frogs, and flange ways before testing is executed.</p> <p>The contractor shall submitted Written reports per Section F.</p>	

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			Track locations are shown in J-1502000-05A, B, & D.	

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4	Non-Recurring Work	Non-recurring work may be ordered utilizing DoD FedMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to Non-recurring work ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance Standards for Non-recurring work will be the same as those in Spec Item 3 where applicable.	