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2.14.1	Recurring Work Preparation of Proposals
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2.15	Non-Recurring Work
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2.15.3	Non-Recurring Work ELINS

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2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in **J-0200000-01.**
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours must be authorized by the KO prior to commencement of work.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth Day Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in **J-0200000-02.**
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on. Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor 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. Historically, there have been approximately four meetings per week.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.
2.3.3	Partnering	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-

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Spec Item	**Title**	**Description**
		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. The goal of Partnering is to develop a cohesive team with common purpose, commitment and established communication processes.
2.3.3.1	Informal Partnering	The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a government provided facility as designated by the KO. 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. The Partners will determine the frequency of the follow-on sessions.
2.3.3.2	Contract Partnering Administration	Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. 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.
2.3.3.3	Contract Partnering Session Attendees	The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel. * President/Vice President * Project Manager * Quality Manager * Site Safety and Health Officer
2.3.4	Permits and Licenses	The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.
2.3.5	Insurance	The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:

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		Comprehensive General Liability: $500,000 per occurrence Automobile Liability: $200,000 per person, $500,000 per occurrence, $20,000 per occurrence for property damage Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes Employer's Liability coverage: $100,000, except in states where worker's compensation may not be written by private carriers Other as required by state law
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of Contractor negligence under this contract to their original condition at no cost to the Government.
2.3.7	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in **J-0200000-03.** The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.8	Invoicing Procedures	Refer to Section G for invoicing instructions. Refer to Invoice Form in **J-0200000-04** for sample. Invoices shall be submitted in a format compatible with the most recent Government installed Microsoft Office Version (currently 2010). Invoice data shall be capable of being sorted by CLIN, annex/sub-annex, spec item, spec item title, and ELIN/Sub-ELIN.
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 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.
2.4.1	Government-Furnished Facilities	The Government will make available to the Contractor certain facilities for use in connection with this contract. The use of these facilities for any other purposes is prohibited. The Contractor shall be responsible and accountable for the facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial and refuse collection services for the facilities shall be provided by the Contractor. The Contractor shall obtain written approval from the KO prior to making any modifications or alterations to the facilities. A list of the facilities that will be made available to the Contractor is provided in **J-0200000-06.**
2.4.2	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

Spec Item	Title	Description
		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.
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. Contractor information and data systems that contain information associated with Government property shall comply with DoD Risk Management Framework (RMF). 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. 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.
2.6.2	Dissemination of Information	If certain information cannot be provided to the public, state what information cannot be provided, when it will be provided, and to whom, e.g., 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

Spec Item	Title	Description
		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 workday for inquiries after regular working hours. The Contractor shall provide work schedules for both Recurring and Non-Recurring Work per Section F. At a minimum, work schedules shall include: • Description of service(s) to be accomplished • Location • Date service(s) are scheduled to be accomplished

2.6.5	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all 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: • 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. Except where otherwise specified, all deliverables shall be submitted electronically in a Microsoft Office Version 2010 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. Government acceptance of deliverables shall not relieve the Contractor of responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract. The Contractor shall establish and maintain a secure website for posting an electronic copy of all deliverables listed in Section F. The Contractor shall allow only authorized Government and Contractor personnel to access the
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Spec Item	**Title**	**Description**
		website. Government personnel access shall be limited to viewing and downloading of deliverables but restricted from posting to the website. The Contractor shall notify the Government by email whenever there are new or updated deliverables posted to the website. Each deliverable posting on the website and each email notification shall include the title of the deliverable, the spec item requiring the deliverable, and the date and time the deliverable was posted. All deliverables shall be available to authorized Government personnel 24 hours/day and 365 days/year for the duration of the contract.

2.6.7	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, COR, affected tenants, and customers. If the discontinued service is due to an emergency breakdown the Contractor shall notify the KO, 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. Scheduled utility outages and interruptions to equipment, system(s) operation, or other services shall be scheduled after hours of operation. 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.
2.6.8	Quality Management System (QMS)	The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address: • 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.

2.6.8.1	Quality Management (QM) Plan	The Contractor shall develop and submit a QM Plan per Section F. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, the Contractor shall submit the revised QM Plan for acceptance, per Section F.
		
		The Contractor's QM Plan shall include, at a minimum, the following:
		• Policy and objectives of Quality Management System (QMS)
		• Quality organization
		  o List of personnel
		  o Responsibilities & lines of authority
		  o Training and qualifications
		• Approach to assuring quality of services provided and conformance with performance objectives and standards
		• Methods and procedures for effective planning, operation and control of processes and performance of work
		• Procedures for inspection and surveillance of services to include all contractual requirements.
		  o Scheduling and performance of inspection and surveillance

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Spec Item	**Title**	**Description**
		o Measurement, data collection and analysis o Corrective action, preventive action, and continuous improvement o Oversight of subcontracted work • Documentation and records management • Communication with government (customers)

2.6.8.2	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.
2.6.8.3	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.
2.6.9	Property Management Plan	The Contractor shall establish and maintain a plan that meets the contract clause requirements of Specification Item 2.4, Government-FurnishedItems, 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.
2.6.10	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	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. 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 to the contract. 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 people being replaced. The
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Spec Item	**Title**	**Description**
		KO will notify the Contractor within 15 calendar days after receiving 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)	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 should be on-site during the Government's regular working hours and should be available on-site within one hour after the Government's regular working hours. The PM shall have at least five years of experience in managing a workforce, providing services on contracts of similar size, scope and complexity.
2.7.1.2	Quality Manager	The Contractor shall provide a Quality Manager or designated alternate who shall be on-site at all times when the Contractor is performing work during the Government's regular working hours and shall be available on-site within two hours after the Government's regular working hours. The Quality Manager or designated alternate shall report directly to a senior corporate official and shall not report directly to the Project Manager. The Quality Manager or designated alternate shall have fulfilled the following pre-requisite training and experience before being hired as the Quality Manager under this contract: The Quality Manager or designated alternate shall have a current CMQ/OE certification and at least five years of experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager or designated alternate shall not be the same person as the SSHO.
2.7.1.2.1	Quality Control Personnel	The Contractor shall provide Quality Control personnel whose primary duty and responsibility is to enforce the Contractor's Quality Management System on this contract. The Quality Control personnel shall be on-site at all times when the Contractor is performing work during the Government's regular working hours. The Quality Control personnel shall report directly to the Quality Manager and shall not report directly to the Project Manager. Quality Control personnel shall have fulfilled the following pre-requisite training and experience before being hired as Quality Control under this contract: Quality Control personnel shall meet or exceed the qualifications, technical knowledge and experience requirements specified for the personnel performing the work, which they will be inspecting, and have at least three years of experience in enforcing QMS programs on contracts of similar size, scope and complexity.
2.7.1.3	Site Safety and Health Officer (SSHO)	The Contractor shall provide a Level 1 SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The Level 1 SSHO shall ensure the requirements of EM 385-1-1 and 29 CFR 1926.16 are met for the project. The Level 1 SSHO or an equally qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The Level 1 SSHO shall have fulfilled the pre-requisite qualification, training, continuous learning, and experiences described in the EM 385-1-1 before being hired as the Level 1 SSHO under this contract. The Level 1 SSHO shall

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		not be the same person as the Project Manager, Quality Control Manager, or any other position other than the Level 1 SSHO.

2.7.1.4	Environmental/ Energy Manager	The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The Environmental/Energy Manager shall develop, implement and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy. The Environmental/Energy Manager shall have a minimum of two years' experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in 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.
2.7.3	Service Contract Reporting (SCR)	The Contractor shall report total dollar amount invoiced and all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The
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		contractor is required to completely fill in all required data fields using the following web address: https://www.sam.gov. 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.
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained. 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.
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	All Contractor personnel shall obtain access to the installation through enrollment and registration into the Defense Biometric Identification System (DBIDS). 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.
2.8.4.1	DBIDS Program	DBIDS is an enterprise identity management and perimeter installation access control solution in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to three years, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. There are no fees associated with obtaining a DBIDS credential. The Government performs background screening and credentialing. Throughout the year, the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued DBIDS participation and installation access
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		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	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. 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. The Contractor shall immediately collect employee DBIDS credentials and notify the KO in writing: (1) That an employee has departed the company without having properly returned or surrendered their DBIDS credentials. (2) That there is a reasonable basis to conclude that an employee, or former employee, might pose a risk, compromise, or threat to the safety or security of the installation or anyone therein.
2.8.5	Access to Buildings	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 always imposed by the installation Commander. 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 workday 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.
2.8.6.1	Escort Arrangement for Secured Areas	The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact. 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.
2.8.7	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances, prior to commencement of work, at no additional cost to the
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		Government. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.8.8	Access to Controlled Unclassified Information	The Contractor personnel whose work involves access to controlled unclassified information shall undergo a Tier 3 Investigation to verify their trustworthiness. If the Contractor personnel currently have a favorably adjudicated Tier 3 Investigation the Contractor shall notify the Government Command Security Manager who will validate this in the Joint Personnel Adjudication System (JPAS). The Contractor shall request from the Government for access to the E-QIP Direct program for the Contractor employees to complete the SF-86 form online for a Tier 3 Investigation. The Security Manager will determine suitability. Upon a favorable Tier 3 Investigation, the Contractor personnel shall submit the original signed release statements, and an OF-306 Declaration for Federal Employment to the Security Manager per Section F. Upon submission of the necessary documentation through eQIP, the Contractor Employee shall provide digital fingerprints. The Contractor's Security POC shall notify the COR and the Security Manager when Contractor Employees have submitted their fingerprints. The request shall be renewed annually or for the duration of the contract if less than one year.
2.8.9	Access to Government Information Technology (IT), Operation Technology (OT), and Facility Related Control Systems (FRCS)	Personnel accessing Government IT and OT systems to include but not limited to Maximo, DMLSS, DDC, and SCADA are in positions considered Non-Critical Sensitive/IT-II and require a Tier 3 investigation to verify their trustworthiness. Prior to being granted access to Government IT, OT, and FRCS systems, personnel shall have a favorably adjudicated Tier 3 Investigation, obtain a CAC in accordance with security requirements, successfully complete required training, submit a Systems Authorization Access Request (SAAR) Form, and meet all eligibility requirements. Personnel accessing Government IT, OT, and FRCS systems shall complete annual required training such as cyber assurance awareness, information security (INFOSEC) awareness, and operations security (OPSEC) awareness. The Contractor shall submit a list of personnel requiring access to Government IT, OT, and FRCS systems per Section F. >>
2.8.10	Access to Navy Marine Corps Intranet (NMCI)	The Contractor may be required to access Navy Marine Corps Intranet (NMCI). Prior to being granted access to NMCI, Contractor employees shall obtain a CAC in accordance with security requirements, successfully complete required training, submit a Systems Authorization Access Request (SAAR) Form, and meet all eligibility requirements.
2.8.11	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	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
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		mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, UFC 3-560-01 Operation and Maintenance Electrical Safety, and Public Law 91-596, Occupational Safety and Health Act. Any reference to "USACE" facilities, property, or equipment specified in EM 385-1-1 should be interpreted as Government facilities, property, and equipment.
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)	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. 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.
2.9.1.2	OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate	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. 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.
2.9.2	Accident Prevention Plan (APP)	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. "The APP shall follow the abbreviated format and include, as a minimum, elements addressed in paragraph 3.k. of Appendix A of EM 385-1-1." The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP

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		shall include Activity Hazard Analyses (AHAs) and applicable compliance plans, programs, and procedures as specified below. 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. 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.
2.9.3	Activity Hazard Analysis (AHA)	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: • For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed. • For contracts with non-recurring work ELINs, the Contractor shall submit an AHA on non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the recurring work priced services. • For construction (including renovation or alteration) task orders placed on the non-recurring work portion of contract, the Contractor shall submit a separate AHA for each task order with the associated proposal. 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. During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.
2.9.4	Safety and Occupational Health (SOH) Risks and Compliance Plans	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. 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.
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2.9.4.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.4.2	Chemical Hazard Communication Program	The Contractor shall develop a project-specific chemical hazard communication program to include elements addressed in paragraph 06.B.01 of EM 385-1-1and applicable OSHA requirements in 29 Code of Federal Regulations (CFR) 1910.120 and 29 CFR 1926.59.
2.9.4.3	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.
2.9.4.4	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. 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. 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.
2.9.5	Accident and Damage Reporting	The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of 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 damage, 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.**
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		For any weight handling equipment accident (including rigging gear accidents) the Contractor shall conduct an accident investigation to establish 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 the cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer. 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. 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.
2.9.5.1	Accident Reporting and Notification Criteria	The following criteria and definitions apply to the accident reporting requirements specified above: Recordable Injuries or Illnesses. Any work-related injury or illness that results in: 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. High Visibility Accident. Any mishap which may generate publicity or high visibility. 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. WHE Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact

		between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)
2.9.6	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.7	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. Monthly On-Site Labor Report shall be provided unprotected and capable of being sorted to the ELIN/Sub-ELIN level.
2.9.8	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.
2.9.9	Safety Inspections and Monitoring	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 • 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. 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. 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.
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		The Contractor shall submit a copy of the Contractor Safety Inspection and Monitoring Report per Section F. The Contractor Safety Inspection and 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.
2.9.10	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.11	Safety Apparel on Jobsites	The Contractor personnel shall wear appropriate high-visibility safety apparel 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.
2.9.12	Emergency Medical Treatment	Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.
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: • Reduce purchase and use of toxic and hazardous materials. • Expand purchase of green products and services; increase recycling. • Reduce energy and water use. • Increase use of alternative fuels and renewable energy. • Integrate green building concepts in major renovations and new construction. • Prevent pollution at the source; and • Continual improvement. Policy: • 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
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		• 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. The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO per Section F. 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.
2.10.1	Energy Management Program	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.
2.10.1.1	Water Conservation Plan	The Contractor shall develop, submit and implement a Water Conservation Plan per Section F.
2.10.1.2	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high-energy consuming tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of 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	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations and with the Installation Hazardous Waste Management Plans; and Spill Prevention, Control, and Countermeasure Plans provided in **J-0200000-07** at no additional cost to the Government.
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		The Contractor shall report all fuel and hazardous substance spills on Norfolk Naval Station, VA within 15 minutes of discovery to the Regional Dispatch Center by dialing 911 from a station landline. If calling from a device not connected to a station landline, notify the emergency dispatcher you are calling from Norfolk Naval Station, and you will be transferred to the Regional Dispatch Center. The Contractor shall notify the KO as soon as possible but not more than 24 hours after spill. Spill reports shall be submitted within 48 hours per Section F.
2.10.2.2	Hazardous Material Management	The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP). 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-0200000-08**. The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous 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 the 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. 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.
2.10.2.3	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.4	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.5	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and submit a written ACM Notification within 24 hours per Section F.
2.10.3	Sustainable Procurement and Practices	The Contractor shall develop, submit, and implement a Sustainable Procurement and Practices Plan per Section F. This plan shall identify how the Contractor will comply with all applicable Federal, state and local 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: • Recycled Contents Products • Energy/Water efficiency
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		• 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 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	The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm). 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.
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 support the installation contingency response plan as directed by the KO. The Contractor shall submit their Mission Essential Contractor Services Plan and a list of their Mission Critical/Mission Essential Personnel per Section F.
2.12	Technical Library	The Contractor shall continually update library material to ensure all data is current, complete, accurate and suitable for intended use. The Contractor shall monitor the use of the libraries to ensure materials are returned and data integrity is not compromised. The Contractor shall maintain the libraries until completion or termination of the contract and make the libraries
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		available for inspection by prospective offerors for successive contracts. The technical library contents are the property of the Government and shall be turned over to the KO upon completion or termination of the contract. The Contractor shall submit the Technical Library Table of Contents per Section F.
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	Recurring Work Procedures	
2.14.1	Recurring Work Preparation of Proposals	The Contractor shall price additions or deletions to the Recurring Work requirements using the unit prices bid by the Contractor for Non-Recurring Work Unit Priced Tasks (UPTs). If Non-Recurring Work does not include a corresponding UPT for a specific work requirement for addition or deletion to the Recurring Work requirements, the Contractor shall propose on that specific work requirement in accordance with the Non-recurring Work Preparation of Proposal requirements specified below. Additional markups shall not be included since the cost for these items were included in the unit prices bid by the Contractor for Non-Recurring Work. This may result in the Contractor's proposal consisting of UPT unit price(s), Unit Priced Labor (UPL) Hour(s), Material pricing, or a combination thereof. Recurring Work proposals, including detailed scopes of work and detailed estimates for modification to the Recurring Work requirements shall be submitted per Section F.
2.14.2	Notification to the Government for Work Above the Recurring Work Limitations	The Contractor is fully responsible for work up to the recurring work limits. Recurring work limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the recurring work limits, the Contractor shall notify the KO 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. 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.
2.14.3	Recurring Work Exhibit Line Item Numbers (ELINs)	Recurring work Exhibit Line-Item Numbers (ELINs) are provided in **J-0200000-09.**
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-
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		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 offer indefinite quantity (IQ) pre-priced line-item services to authorized Government personnel when they are ordering the work directly via the Government-wide Commercial Purchase Card (GCPC) program. When receiving GCPC orders against Section B, the Contractor shall provide the supplies and services at the offered price without an additional markup or handling fee. The Contractor shall accept, and process electronically submitted GCPC orders for IQ services, including those orders issued through the FedMall. FedMall is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DoD) or Federal activity to search for and order goods and services. Authorized GCPC users will receive approved accounts on FedMall to view and order IQ line items. The Contractor shall receive electronic IQ orders from FedMall using 128-bit encrypted email. The Contractor shall purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from FedMall. In addition, the DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to Contractors. The ECA program is designed to provide the mechanism for Contractors to securely communicate with the DoD and authenticate to DoD Information Systems. The Contractor shall purchase, install, maintain and use a DoD-approved ECA certificate. Information on obtaining an ECA certificate can be found at https://public.cyber.mil/eca/ The Contractor shall post updates on order delivery schedule and performance to the FedMall in a timely manner. The Contractor shall track quantities and report total ordered quantity in FedMall and approved DD 1155's by line-item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month, per Section F. The Contractor must track and report when total dollar value of all orders from both GCPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line-Item quantities.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed 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

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		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	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 Construction Equipment Requirements	Direct material and construction equipment costs published in R. S. Means Facility Maintenance and Repair Cost Data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the direct material and construction equipment estimate. If not provided in RS Means or a similar estimating source, direct material prices may be based on national material supplier catalogue pricing or quotes from at least three different commercial vendors. Projected direct material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of direct materials since the cost for these items are to be included in the labor hour unit price. Direct material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Construction equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, construction equipment mobilization, and tools, not priced under the recurring work portion of the contract The 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
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		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-0200000-09.**