

Pacific Ship Repair & Fabrication, Inc.

Special Terms and Conditions

for the

FISC Puget Sound

N00406-11-D-1255 Contract

The following provisions supplement the provisions in the parties' contract.

PRIME CONTRACT CLAUSES – SUPPLIES OR SERVICES

The following clauses are excerpts from Buyer's Prime Contract with the Government, and are hereby flowed down from Pacific Ship Repair & Fabrication, Inc. (PACSHIP) ("Buyer") to Seller pursuant to the requirements of Buyer's Prime Contract with the Government. In interpreting the requirements of these clauses, "Contracting Officer" should be considered to be Buyer's Purchasing Representative and "Government" should be considered to be Buyer. Seller's strict compliance with these flow-downs is material.

Some are included in full text, and others of the FAR and DFARS are hereby incorporated into this Contract by reference as if given in full text, subject to the following definitions, and subject to the particular limitations and modifications indicated. The full text of FAR and DFARS clauses may be accessed electronically at the following internet websites:

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

<http://FARSITE.HILL.AF.MIL/Vfdfar1.htm>

DEFINITIONS

The following terms will have the meanings indicated in the clauses and as modified below, unless the context indicates otherwise. While every effort was made to keep the capitalization consistent for the terms, the inconsistent capitalization should not affect the meaning intended for the terms, whether the terms are capitalized or appear in lower case form.

- (a) "Buyer's Purchasing Representative" means the individual set out on the face of the purchase order as "Buyer" or authorized representative, or if none, Buyer's Director of Contracts.
- (b) "Contract" means this Contract.
- (c) "Contractor" means Seller.
- (d) "Contracting Officer" means Buyer
- (e) "Delivery Order" or "Task Order" means Purchase Order or Subcontract.
- (f) "Subcontractor" mean Seller's subcontractors.

FLOW-DOWNS FROM PRIME CONTRACT (SOME MODIFIED BY BUYER)

Section A - Solicitation/Contract Form

10. Navy Commercial Access Control System (NCACS):

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers, and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy Installations by submitting identification credentials for verification and undergoing a criminal screening/background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment registration, backing vetting, screening, issuance of credentials at the vendor's own cost through a designated independent contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The cost incurred to obtain Navy Installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract. Further information regarding NCACS can be found under "Popular Links" at http://cnic.navy.mil/CNIC_HQ_Site/index.htm.

Section B – No flow downs

Section C - Descriptions and Specifications

ENVIRONMENTAL AND SAFETY REQUIREMENTS FOR THE BREMERTON NAVAL COMPLEX

SCOPE

This specification provides environmental and safety information and procedures required for any work performed at Bremerton Naval Complex (BNC), Bremerton, WA. This includes PSNS, Naval Station Bremerton, any tenant activities within BNC boundaries, and ships moored within the BNC.

Contractors are responsible for compliance with all contractual requirements, including compliance with all applicable Federal, State, and local environmental requirements, as well as BNC environmental requirements as specified in the contract. The following Puget Sound Naval Shipyard informational documents are referenced only for general awareness of BNC's safety and environmental practices and processes.

APPLICABLE DOCUMENTS

The following documents form a part of this specification. Unless otherwise indicated, the issue in effect on the date of a request for proposals or request for quotes shall apply.

National Fire Protection Association (NFPA)

NFPA 54 National Fuel Gas Code
NFPA 70 National Electric Code
NFPA 79 Electrical Standards for Industrial Equipment

Code Of Federal Regulations

29 CFR 1910 Occupational Safety and Health Standards
29 CFR 1926 Safety and Health Regulations for Construction
40 CFR 63 Subpart II National Emission Standards for Shipbuilding & Ship Repair (Surface Coating)
40 CFR 122 EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
40 CFR 261 Identification and Listing of Hazardous Waste
40 CFR 403 General Pretreatment Regulations for Existing and New Sources of Pollution
(Application for copies should be addressed to Superintendent of Documents, Government Printing Office, Washington, DC 20402)

Environmental Protection Agency (EPA)

EPA 832-R-91-005 Storm Water Management for Construction Activities

Washington State Administration Code (WAC)

WAC 173-60 Maximum Environmental Noise Levels
WAC 173-303 Washington Dangerous Waste Regulations
WAC 173-304 Minimum Functional Standards for Solid Waste Handling

Washington State Department of Ecology (WSDE)

Washington State Stormwater Management Manual for the Puget Sound Basin

Puget Sound Clean Air Agency (PSCAA)

PSCAA Regulation Regulation I, II, and III

Puget Sound Naval Shipyard (NAVSHIPYDPUGET)

P5100(14) Handbook for Contractors and Visitors
P5090(4) Contractor's Guide to Environmental Compliance

ENCLOSURES

- (1) Contractor's Hazardous Material Inventory, PSNS 5090/132
- (2) Hazardous Waste Minimization Certification
- (3) NAVSTA Everett Environmental
- (4) Waste Information Sheet, PSNS 4855/612
- (5) Solid Waste Tracking Sheet, PSNS 5090/114
- (6) Monthly Project Waste Summary Report, PSNS 5090/113
- (7) PSNS Emergency Spill Procedures, PSNS 5090/9

I. GENERAL REQUIREMENTS

a. All documentation/correspondence and/or communication specified in these specifications shall be submitted to the Contracting Officer or their designated Government Representative.

b. **Mutual Understanding Meeting. Prior to commencing work:** The Contractor shall meet in conference with the Contracting Officer, and other necessary Government personnel to discuss and develop mutual understandings regarding administration of the Environmental and Safety Program, methods and schedules, security, waste management, and any other subject necessary for a smooth and successful operation.

c. **Environmental & Safety Compliance, General Awareness Training, and Regulatory Interface**

1. Contractors working at the Bremerton Naval Complex (BNC) are required to perform their work in compliance with all Federal, State, and local regulations pertaining to the environment at all times.
2. The Contractor is responsible for complying with the environmental regulatory notices or orders, including payment of any fines attributable to the Contractor's conduct, regardless of whether or not the contractor is the name recipient of the notice, order, or fine.
3. The Contractor is responsible to perform all duties and responsibilities for environmental and safety compliance set forth in this contract. The Contracting Officer can use failure to comply with the responsibilities for environmental and safety requirements as a basis for termination for default.
4. Failure to comply with or repeated violations of local, state, or Federal regulations can result in the violator(s) losing their access to the BNC or the operation being suspended until the Contractor can provide properly trained personnel. Certification of training shall be presented upon request by the Contracting Officer. The Contractors (including its employees) loss of access to the BNC will not be considered by the Contracting Officer as a basis for an adjustment to the contract for additional costs incurred by the Contractor.
5. The Contractor shall be responsible for conducting routine inspections of the work and storage areas to maintain compliance with the cleanliness, material and waste management, air and water pollution controls, and provide general oversight on the environmental issues associated with this contract.
6. Contractors shall ensure all their personnel working at this work-site and their supervisors, including their sub-contractors, are familiar with the contents of "Contractor's Guide to Environmental Compliance," NAVSHIPYDPUGET P5090(4)(5-97). Document the general awareness training provided to all employees.
7. All contacts with environmental regulatory agencies shall be coordinated with the Contracting Officer in advance. Documents requested by a regulatory agency must be turned over to the Contracting Officer. The Contracting Officer will review and forward document(s) to the requesting agency. The contractor shall provide the Contracting Officer with a copy of any related correspondence/record of communication between the contractor and the regulatory agency in a timely manner.

d. **Definitions – Technical:**

1. **Bremerton Naval Complex (BNC).** A contiguous property comprised of Naval Station Bremerton, Fleet and Industrial Supply Center, Puget Sound, Puget Sound Naval Shipyard, any tenant activities and ships moored within the BNC.

2. **Contractor.** The term Contractor refers to both the prime Contractor and subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract

3. **Dangerous Waste.** Defined under WAC 173-303. This includes, but is not limited to, hazardous waste, extremely hazardous waste and state-only dangerous waste.

4. **Fugitive Dust.** Particulate matter or any visible air contaminants (smoke, dust, or fume) other than uncombined water that is not collected by a capture system and emitted from a stack, but is released to the atmosphere at the point of generation.

5. **Hazardous Material.** Any material which, by virtue of its potentially dangerous nature (e.g., toxic, flammable, corrosive, oxidizing, irritating, sensitizing, reactive), requires control in its use, packaging, handling, storage, or stowage, to assure safety to life and property. This definition is intended to apply to proprietary industrial, commercial, or locally prepared blends, mixtures, formulations, or compounds of gases, liquids, and solids intended for use at the job site.

6. **Hazardous Waste.** See definition for dangerous waste.

7. **Solid Waste.** Any solid, semi-solid, or liquid waste that has not been designated as dangerous waste, asbestos, or PCB.

8. **Volatile Organic Compound (VOC).** An organic compound that participates in atmospheric photochemical reactions. This excludes all compounds determined to have negligible photochemical reactivity by the U.S. Environmental Protection Agency and listed in 40 CFR 51.100(s) in effect July 1, 1998.

II. MANAGEMENT OF HAZARDOUS MATERIALS

a. Hazardous Materials

The Contractor shall submit the following for approval prior to introduction to the site:

1. An inventory of hazardous materials to be brought on to the BNC during contract performance, on a Contractor Hazardous Material Inventory, PSNS 5090/132 (enclosure (1)) . Inventory shall be approved by the Government prior to bringing it onto the BNC. Allow a minimum of 5 working days for processing the request. This inventory shall be updated with actual quantity usage at the completion of the project and submitted with the Contractor's final report. If the contract runs beyond the calendar year, submit an inventory for the hazardous materials consumed as of 31 December of the current year to the Contracting Officer by 15 January of the following year.

2. A labeling system to identify the contents of all containers on site, per 29 CFR 1910.1200, Hazard Communications Standard. This shall include as minimum the following:

Chemical Name
Manufacturer's Name and Address
Explanation of the Chemical Hazard

3. An implemented plan for protecting personnel, property, and the environment during the transport, storage and use of the materials, as specified in 29 CFR 1910.1200 Hazard Communication Standard. A brief summary of the program is outlined in NAVSHIPYDPUGET P5100(14), Handbook for Contractors and Visitors. This booklet is available through the Contracting Officer.

4. Hazardous Waste Minimization Certification. The Contractor shall submit completed Certification. See enclosure (2).

b. Hazardous Material Exclusions

Notwithstanding any other hazardous material usage permitted under this contract, radioactive materials or instruments capable of producing ionizing radiation as well as materials which contain asbestos, mercury, methylene chloride, lead, or polychlorinated biphenyls are prohibited. Contractor exceptions to the use of any of the above excluded materials must be submitted for approval by the Contracting Officer.

e. Unforeseen Hazardous Material.

If material that may be dangerous to human health upon disturbance is encountered during contract performance, the Contractor shall stop that portion of work and notify the Contracting Officer immediately. If the situation is an

immediate threat to human health or the environment, call 911 on a Shipyard phone or 476-2222 on an outside line or cellular phone.

III. HANDLING AND DISPOSAL OF WASTE

Puget Sound Naval Shipyard is the owner of all waste (hazardous or otherwise) generated within the BNC. This includes waste generated by Contractor personnel while working at BNC.

a. Waste Identification and Designation.

1. Any item or material not incorporated into the project and not reusable will be considered a waste.
2. The Contractor is responsible for identifying all wastes to be generated or produced during performance of this contract. They shall complete Section 1 of a Waste Information Sheet (WIS) (enclosure (3)) for each identified waste.
3. The Government shall designate all waste associated with the project. The Government shall perform any analysis required for designation of waste.
4. The following list provides a quick reference to the identity of the known wastes to be generated under this contract. This list may not be inclusive of all wastes that could be encountered, nor is this list intended to require such wastes be disposed. Recycling is preferred and encouraged.

NOTE: Designer should list below all known encountered waste found in this contract. Examples are soil, asphalt, concrete, lead paint, asbestos, PCB ballast, fluorescent light bulbs, etc. Include the presumed or final designation of each waste below. Contact Shop 90HM at 476-8607 for possible pre-designation of wastes and for all presumed and final designations.

- a. _____
- b. _____
- c. _____

b. Waste Management.

1. All waste awaiting designation and hazardous waste shall be turned over to the Government for accumulation and disposal prior to the end of each work shift. All waste shall be accompanied by a Waste Information Sheet (WIS).

c. Solid Waste

NOTE: Retain the first paragraph 2 and delete the second paragraph 2 through paragraph 5 (second set of brackets) when the Government is responsible for the disposal of solid waste. Delete referenced enclosures at beginning of spec. Retain the second paragraph 2 through paragraph 5 (second set of brackets) and delete the first paragraph 2 if the Contractor will dispose of the solid waste.

1. Solid waste shall be segregated at the source and containerized to prevent spills or discharges to the environment. Cover and contain all solid waste as to prevent it from blowing away and to prevent water run-on or run-off. The area around the solid waste collection areas shall be kept clean and free of debris.

2. [Dispose of solid waste in containers specified by the Government Representative prior to the end of each work shift.]

d. Dangerous Wastes.

1. Under no circumstances shall the Contractor remove the dangerous/hazardous waste from the BNC premises. The Shipyard will retain ownership of all dangerous waste.

2. Unless an on-site accumulation area operator is arranged, the Contractor will be required to contact the Government Representative prior to the start of any work which will result in the generation of dangerous waste.

3. Containers and labels shall be provided by the Government and may be requested through the Government Representative. Containers and labels are available for pick-up in the Controlled Industrial Area, Bldg. 367 of PSNS, Monday through Friday between the hours of 0745-1600. Back shift hours (1600 – 2350) are available upon request. Bulk containers require 7-day notice.

4. Label containers with an ID label, PSNS 5090/82 to identify the type of waste. Apply hazardous waste label, PSNS 5090/81 and DOT label(s) as specified by the Government on the WIS.

5. Turn waste over to a Government operated accumulation area prior to the end of the work shift. A WIS with Section I completed shall accompany the waste.

6. Provide the Material Safety Data Sheet and other supporting data as requested.

e. Waste Awaiting Designation

1. Undesignated waste (i.e. waste for which designation as hazardous, problem, or non-hazardous waste has not been completed) shall be turned over to the Government prior to the end of the work. All samples and testing required for designation will be taken and performed by the Government.

2. The Contractor will complete Section 1 of a WIS and an ID label for each container of waste. Include the letters "WAD" in the space below the "ID" located on the left side of the ID label.

IV. SPILLS

The following is provided to ensure that all Contractor personnel, including subcontractors, performing work at the BNC are aware of and understand spill prevention, spill events, and the proper response for each type of event. The PSNS Emergency Spill Procedures Poster, PSNS 5090/9 (enclosure (6)), shall be posted at the work site or otherwise immediately available for employees.

a. Spills Prevention

Contractors shall take all reasonable and necessary precautions to prevent Oil and Hazardous Substances (OHS) from reaching the air, ground, or waterway.

b. Spill Event.

A spill is any unpermitted or uncontrolled release of oil or a hazardous substance to the water or ground. This includes any spilling, leaking, pumping, emitting, discharging, injecting, escaping, leaching, disposing, or dumping of liquid or solid material not authorized by the contract. There are two types of spill events, emergency and non-emergency.

c. Emergency Spill Event

Is an immediate threat to human health or the environment, or
Is a material not known to the person discovering the spill, or
Has the immediate potential to enter or has entered a drain or waterway, or migrate off Government property, or
Requires assistance from the Government for cleanup, or
Is more than 10 gallons.

d. Non-emergency Spill Event.

A non-emergency spill event is anything not specified as an emergency spill event.

e. Spill Response Procedures. The following applies to spills caused by the Contractor during contract performance:

1. In the event of an emergency spill, the Contractor shall immediately notify the BNC Naval Emergency Services Communication (NESCOM) by calling 911 on BNC phone, or (360) 476-2222 on a non-BNC or cellular phone.

2. The Contractor shall isolate the spill area and stay upwind until arrival of the BNC clean up crew.

3. If the Contractor knows the properties of the spilled material, they shall, providing it can be done without endangering the safety or health of the Contractor or other personnel, try to stop the spill and/or contain the spill to prevent it from going into drains or waterways

4. The Contractor shall then notify the Government Representative.
5. The Government will respond to all emergency spills.
6. The Contractor may be requested to assist the Government clean-up crew. All available technical data (e.g., MSDSs and waste profiles) the Contractor possesses on the material spilled shall be provided upon request to emergency response personnel.
7. The Contractor shall assist Shipyard personnel in the preparation of spill reports if requested.
8. The Contracting Officer shall be provided with all relevant data necessary to determine financial impact and liability of the spill and reimbursement for assistance of spill clean-up and disposal services.
9. In the event of a non-emergency spill, the Contractor shall stop the source of the spill, contain the spilled material and keep it away from drains or waterways. Block any drains near the spill if there is a chance the spill will reach them.
10. Contractor personnel shall wear the proper personal protective equipment while cleaning up a spill.
11. Waste debris shall be turned over to the Government accumulation area operator as waste awaiting designation.

V. WATER POLLUTION

a. Water Pollution Control

Comply with the Federal Clean Water Act, 40 CFR 122, and 40 CFR 403. Provide a WIS for each unique type of wastewater and fill out the blank label to be provided by the Government. In no event shall waste or any other material be disposed of into Sinclair Inlet or the storm sewer system. Discharge to a sanitary sewer drain (e.g., sinks & toilets) is prohibited unless prior authorization has been obtained (via the Waste Information Sheet). Allowing non-approved discharges may result in a direct violation of regulations and/or permits issued by the Environmental Protection Agency (EPA), or the Washington Department of Ecology (WDOE).

b. Best Management Practices.

Identify potential sources of pollution, which may reasonably be expected to affect the quality of stormwater discharge from the site. Select applicable Best Management Practices from EPA 832-r-92-005 AND WSDE SMM. The Contractor's Guide to Environmental Compliance, NAVSHIPYDPUGET P5090(4) offers additional information and will be provided by the Contracting Officer. An additional pamphlet entitled BEST MANAGEMENT PRACTICES (BMPS) is also available upon request. The pamphlet and guide will help explain what type of practices that need to be identified and utilized for Contractor activities. Pollution prevention practices include but are not limited to good housekeeping; proper materials storage and handling; drip pans, control of dust and over-spray, over-water protection, protection of storm drains, and preventive maintenance of equipment.

VI. AIR POLLUTION CONTROL AND REPORTING.

a. General Requirements.

1. Containers of paint, epoxy, solvents, or other volatile organic compounds (VOCs) are not to be left open to the atmosphere unless they are being used. All containers are to be secured at the end of each shift. Evaporation of solvents shall not be used as a means of minimizing or disposing of dangerous waste.
2. [Empty containers of marine coatings shall also be kept closed at all times. Rags with marine coatings shall be kept in sealed containers.]
3. [Follow the "No Thinning" policy for marine coatings. Coatings shall be used as supplied.]
4. [The Government must self-report National Emissions Standards for Hazardous Air Pollutants (NESHAP) violations to the Puget Sound Clean Air Agency. Respond to the Contracting Officer in writing within two working days, whenever a NESHAP violation has been detected. Provide details of corrective actions taken as specified in the written request.]
5. [Gasoline transport tanks may not be used at the BNC unless a valid inspection sticker is displayed on the vehicle showing the date of the last tank inspection and the tank identification number.]
6. Report the usage of Volatile Organic Compounds (VOCs) and Toxic Air Contaminants to the Contracting Officer. Completion and submission of the Contractor Hazardous Material Inventory, specified in the Hazardous

Material section, will satisfy this reporting requirement. The report will be made at the end of each calendar year, and at the end of the project.

7. [Ensure air contaminant generating equipment is maintained in good working order as specified by the manufacturer. Periodically inspect air pollution control equipment (dust collectors, vacuum recovery units, etc.) and ensure that any deficiencies are promptly repaired. Secure operation of such equipment if immediate repairs are not feasible. Maintain records on-site of any repairs made, also include records of the latest preventive maintenance performed. Be prepared to provide records for review, within 20 minutes, when requested by regulatory agencies such as the Puget Sound Clean Air Agency (PSCAA) following the procedures specified in Section I (c) (5).]

8. Utilize Best Available Control Technology (BACT) to minimize dust emissions. The control measures mentioned below merely represent some examples of control techniques necessary to prevent fugitive emissions and are not to be construed to represent an all inclusive list of BACTs.

- a. Use controls at all times when visible dust emissions are created during both working and non-working periods. Dry power brooming shall not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming.
 - b. Employ water sprays to prevent visible emissions of dust generated by demolition, handling, and transport. Materials removed during renovation shall either be carefully lowered to the ground (not thrown) or transported via dust-tight chutes into the disposal container. Discharge of water run-off into the storm drain is not permitted.
 - c. [Employ methods to confine over spray from outdoor spray painting to the work area where painting is occurring, such as tarps, shrink wrap, mobile enclosures, or similar methods of over spray control. Minimize over spray with the use of high efficiency spray equipment such as HVLP, LVLP, electrostatic, or air assisted airless. Airless spray equipment may also be used where low viscosity and high solids coatings preclude the use of higher transfer efficiency spray equipment.]
 - d. [Employ water sprays or total enclosure (or both) at transfer points in the area in which visible dust is generated. Provide covers, wetting of materials or adequate freeboard as necessary to prevent loss of particulate matter in transit.]
 - e. [Provide and position floats or tarps adjacent to the and under the work area to contain fugitive emissions for over-water work.]
 - f. Secure grinding, blasting, and painting during windy periods when other BACTs are not effective.
- b. [Abrasive Blasting
1. Use of silica sand is prohibited in sandblasting. Use of Blastox or similar product, which minimizes the generation of hazardous waste is recommended.
 2. Control fugitive emissions from loading and unloading abrasive blast media.
 3. Perform blasting operations inside an enclosure equipped with emission collection devices. For outdoor blasting of structures or items too large to be reasonably handled indoors, employ control measures such as an enclosure of the area being blasted. Cease blasting operations when loss of grit or fugitive emissions are evidenced outside the control area.
 4. Collect dust, sand, paint, and other debris resulting from abrasive blasting operations. Handle debris from the abrasive blasting operations as waste awaiting designation.]

VII. HEALTH AND SAFETY

a. Personal Health And Safety

Contractor work performed at the BNC is typically in an industrialized area and is subject to OSHA Standards. The Contractor shall conduct all work in a safe manner and shall provide all necessary safety equipment.

The Contractor shall make the maximum use of low-noise emission equipment as certified by the Environmental Protection Agency. Applicable regulatory requirements for maximum environmental noise levels are published in the Washington Administrative Code, WAC 173-60. The Contractor shall provide hazardous noise signs and label equipment wherever work procedures and equipment produce sound-pressure levels greater than 84 dB(A) steady state and/or 140 dB peak sound pressure level for impact or impulse noise, regardless of the duration of the exposure.

b. Compliance With OSHA

Contracting personnel shall perform all work in accordance with the most current OSHA rules and regulations issued by the Department of Labor, 29 CFR Parts 1910, 1915, and 1926 as applicable.

d. Safety Equipment

During the performance of work under this contract, all Contractor personnel shall have in their possession and shall properly wear OSHA approved personnel protective safety equipment (i.e. hard-hats, steel-toe safety shoes, safety glasses and hearing protection).

The Contractor shall provide all appropriate safety barricades, signs, and signal lights.

e. Safety Inspections

The Contractor's work space may be inspected periodically for compliance with OSHA Standards.

Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the Contracting Officer.

The Contractor shall provide assistance to the Safety Office escort and the federal OSHA inspector if a complaint is filed. Fines levied on the Contractor by federal OSHA offices due to safety/health violations shall be paid promptly by the Contractor.

f. Energy Control

Prior to commencement of work, the Contractor shall submit and exchange lockout/tagout program/procedures with the Government's Representative. The Contractor is required to meet with the Government Representative to discuss lockout/tagout interface. The Contractor will be using their lockout/tagout procedures per 29 CFR 1910.147.

Equipment provided by the Contractor shall provide energy isolating devices (e.g., safety switches, valves, etc.) to protect personnel from hazardous energy. The devices shall be designed and manufactured such that they can be locked in the user-selected position (ON/OFF) to prevent inadvertent or unauthorized change. Contractor shall ensure all energy-isolating devices installed or modified are capable of being locked. This includes both mechanical and electrical devices.

h. Accident Reporting

The Contractor shall submit to the Contracting Officer, using the cognizant regulatory agencies prescribed forms, exposure data and all accidents resulting in death, trauma, or occupational disease. Accident reports shall be submitted within 24 hours of their occurrence.

The Contractor shall submit to the Contracting Officer a full report of damage to Government property or equipment by Contractor employees. Damage reports shall be submitted within 24 hours of the occurrence.

i. Emergency Medical Care

Only emergency medical care is available in Government facilities to Contractor employees who suffer on-the-job injury or disease. Care will be rendered at the rates in effect at the time of treatment. Reimbursement shall be made by the Contractor to the Naval Regional Medical Center Collection Agent upon receipt of statement.

[j. Overhead Crane Clearance Envelope

To allow for the safe travel of overhead traveling cranes, the Contractor shall not modify existing buildings or place equipment or temporary structures in any way which would affect the working envelope of overhead traveling cranes and hoists. Minimum clearances for working envelopes are:

1. Top clearance: a minimum of three inches between the highest point of the crane and the lowest overhead obstruction. In areas where truss sag may become a significant factor, the Government will evaluate the need to increase the minimum clearance.

2. Side clearance: a minimum of two inches between the end of the crane and side obstructions (building columns, knee braces, walls, etc.) assuming crane is skewed in the worst case situation on the runway rails. Piping, electrical conduits, etc. must not reduce this clearance.]

k. Fire Protection

The Contractor and his employees shall know where the fire alarms are located and how to turn them on. 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. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire.

l. Restricted Use of Colors

The BNC uses the colors yellow, blue, and red to identify specifically controlled materials. These colors are not to be used for any other purpose. Yellow plastic tape, bags, coverings, or other wrapping materials are strictly prohibited. Blue must be used for asbestos identification only and clearly identified as asbestos. Red must be used only for Infectious Medical Waste and clearly identified as such.

CONTRACTOR HAZARDOUS MATERIAL INVENTORY ¹

PRIME CONTRACTOR	(PRIME) P.O.C.	(PRIME) PHONE	FAX	DATE
WORKPLACE/BUILDING	CONTRACT NUMBER	SUB-CONTRACTOR USING MATERIALS (IF APPLICABLE)		DELIVERY ORDER
CONTRACT OFFICE AND CONTRACTING OFFICER	CONTRACTING OFFICER SIGNATURE	CONTRACTING OFFICER PHONE	FAX	DATE
NAME SHOP 90HM TECH	SIGNATURE SHOP 90HM TECH	PHONE 360-476-4364	FAX 360-476-	DATE

ADDITIONAL

Product Name/ Part Name	Material Manufacturer	PSNS ² MSDS Number	Physical Form ³ (S,L,G,M)	Number of Containers	Container Volume (Units)	Container ⁴ Storage Type	Max ⁵ Amount at a Time	Amount Used ⁶	Process Type ⁷	Remarks/Notes ⁸

FOOTNOTES:

<p>1 This form is used for initial approval of hazardous materials and to report subsequent usage. Use a separate inventory sheet for marine coatings. Include all materials, which contain an EHS, a CERCLA hazardous substance, a toxic chemical, and/or require a Material Safety Data Sheet.</p> <p>2 Attach copy of MSDS. If an MSDS number is available Shop 90HM will complete this field.</p> <p>3 Indicate physical form of the material (Solid, Liquid, Gas, Mixture).</p> <p>4 See Table 1 -- Storage Types for appropriate codes.</p> <p>5 Include maximum amount present at any one time at a worksite. Maximum amount should occur when storage and floor stock is at a maximum.</p>	<p>6 Report actual quantities used at the end of the project; if the project goes beyond the calendar year, report previous calendar year usage by 15 January. Report calendar month usage for marine coatings no later than 5 calendar days after the end of each month.</p> <p>7 See Table 2 – Process Types for appropriate codes.</p> <p>8 Use the Remarks/Notes section to indicate specific information pertaining to the product (e.g., weight of each component for kits, mix ratios, etc.).</p> <p>The Government will also use this section to indicate items approved or disapproved.</p>
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CONTRACTOR HAZARDOUS MATERIAL INVENTORY

Product Name/ Part Name	Material Manufacturer	PSNS ² MSDS Number	Physical Form ³ (S,L,G,M)	Number of Containers	Container Volume (Units)	Container ⁴ Storage Type	Max ⁵ Amount at a Time	Amount Used ⁶	Process Type ⁷	Remarks/Notes ⁸

**TABLE 1
STORAGE
TYPES**

COD E	TYPES OF PROCESS
A	Above ground tank
B	Below ground tank
C	Tank inside building
D	Steel drum
E	Plastic or non-metallic drum
F	Can
G	Carboy
H	Silo
I	Fiber drum
J	Bag
K	Box
L	Cylinder
M	Glass bottles or jugs

TABLE 2 - PROCESS TYPES

COD E	TYPES OF PROCESS	CODE	TYPES OF PROCESS
A	Asbestos removal and disposal	R	Polyester resin applications (fiberglass work)
B	Asphalt paving	S	Renovation; specify process
C	Abrasive blasting; specify substrate, blast media and surface area cleaned	T	Stationary internal combustion engines, gasoline; specify size and gallons of fuel burned
D	Adhesives	U	Stationary internal combustion engines, diesel; specify size and gallons of fuel burned
E	Brazing	V	Sanding; specify substrate and surface area sanded
F	Chemical or physical analysis	W	Surface coating, brush or roller applications
G	Cutting, oxy-fuel; specify substrate	X	Surface coating, spray applications in filtered enclosures
H	Cutting, plasma arc; specify substrate	Y	Surface coating, HPLV spray applications in filtered enclosures
I	Cutting, mechanical process; specify substrate	Z	Surface coating, airless spray applications in filtered enclosures
J	Construction; specify process	AA	Surface coating, electrostatic spray applications in filtered enclosures
K	Demolition; specify process	BB	Surface coating, thermal spray applications in filtered enclosures
L	Degreasing operations using solvents		

N	Plastic bottles or jugs	M	Fuel Combustion	CC	Surface coating, spray applications outdoors
O	Tote bin	N	Grinding; specify substrate and surface area	EE	Surface coating, HPLV spray applications outdoors
P	Tank wagon	O	Industrial boiler operations	FF	Surface coating, airless spray applications outdoors
Q	Rail car	P	Natural gas combustion	GG	Welding, oxy-fuel; specify substrate and filler material
R	Other	Q	Paint stripping, chemical	HH	Welding, electric arc; specify substrate and filler material

PSNS 5090/132 (Rev. 3-01) (Back)

Enclosure 2

HAZARDOUS WASTE MINIMIZATION CERTIFICATION

It is the intent of this certification to have contractors indicate knowledge of their responsibilities and submit their plan with regard to Hazardous Material Control and Hazardous Waste Minimization for work performed at Puget Sound Naval Shipyard (PSNS). By signing this Certification and providing a plan incorporating the requirements, contractors indicate their awareness of the need to comply with Shipyard Hazardous Material/Hazardous Waste management policy and of their acceptance of responsibility for Hazardous Material/Hazardous Waste management.

I, _____ as an authorized and responsible person representing the firm of _____ am aware of the following requirements and have made preparations and a written plan to effect the following requirements for work on _____ at Puget Sound Naval Shipyard in the time period from _____ to _____ covered by Contract Number _____.

REQUIREMENTS

1. Reviewed and chosen a nonhazardous material or the least toxic chemicals for use on the job and have given careful consideration to the selection of chemicals and of their environmental properties and special waste disposal requirements related to their usage and to Hazardous Waste Minimization.
2. Given consideration to and implemented methods to minimize hazardous waste generation to the maximum extent possible.
3. Have developed plans to control the usage of hazardous material which include the following attributes:
 - a. Identified hazardous materials and methods for their safe use, including anticipated quantities and provision of Material Safety Data Sheets (MSDS).
 - b. Identified or provided for safe on-site storage of hazardous materials with respect to fire prevention and spill containment.
 - c. Ensure for hazardous material accountability by maintaining an inventory list of all hazardous material used on the job and provide the list to the Contracting Officer with updates as required to reflect current status, additions, usage, etc.
 - d. Provided employees with instructions for the proper use of hazardous material at PSNS in accordance with manufacturer's instructions, warnings, and labeling and with PSNS requirements contained herein including Hazardous Waste Minimization and proper collection and turn-in of hazardous waste.
4. Will use no chemicals banned or restricted by federal, state, or local requirements.
5. Have identified an on the job Hazardous Waste Coordinator trained in hazardous waste management, control, and in Hazardous Waste Minimization.

6. Have made supervisors and managers on the job aware of hazardous material/hazardous waste management policies.

Signed _____ Date _____

Title _____

Enclosure 3

NAVSTA Everett Environmental

Control of Contractor Hazardous Waste

Contractors will occasionally generate waste during the course or routine operation services or one-time construction projects. Even if Contractors generate waste, NAVSTA Everett is responsible to ensure the waste is properly managed and disposed of. Hazardous Waste generated by the Contractor will be disposed of under the NAVSTA Everett EPA ID Number. The Environmental Division Director, (425) 304-3463, or the Environmental Operations Supervisor, (425) 304-3396, C/N45A21, at NAVSTA Everett shall be notified anytime that a contracted job is expected to generate hazardous waste. The hazardous waste personnel will provide Site Specific Training to the contractor prior to the contractor generating hazardous waste. This training will take approx. 20 minutes. Do not mix waste streams.

a. If the waste generated is non-bulk, less than 119 gallons for liquid or less than 882 pounds for a solid, NAVSTA Everett may choose to provide waste disposal services to the Contractor. Consult with the Environmental Operations Supervisor.

b. If the waste generated is bulk, the Contractor shall be tasked to manage and dispose of their waste as part of the Contract. The Contracting Officer shall ensure that contracts include provision to minimize waste generated on site, that Contractors remove excess materials off base without declaring them to be waste, and that the following procedures are followed for waste generated on base:

(1) Contractors must designate their waste in accordance with WAC 173-303-070, to determine if their waste is a HW, or, in Washington, a dangerous waste, which includes providing the waste codes that apply to the waste, MSDS's, and if necessary laboratory analysis,

(2) Contractors must manage their waste in a way that meets compliance with all federal, state, and local laws and regulations, and does not pose a potential threat to human health or the environment,

(3) Contractors must ensure delivery or hazardous waste to an off site Treatment, Storage, and Disposal Facility,

(4) Contractors must provide information to the Environmental Operations Supervisor, on the amounts of waste generated, the waste codes, and the disposal company that accepted the waste. The Environmental Operations Supervisor at NAVSTA Everett shall provide the generator ID Number and signature for all hazardous waste manifests.

Hazardous Waste **shall not** be placed on piers without authorization from the Hazardous Waste Manager or Hazardous Waste personnel. Waste must be turned in by a delegated or designated individual.

Control of Solid Waste and Recyclable Material:

Contractors must have control of all solid waste and recyclable material to ensure proper disposal or recycling. Records of amounts (pounds or tons) and dates of disposal must be submitted to the Environmental Operations Supervisor via the Contracting Officer. All recyclable material will be eliminated from solid waste to reduce the amount of solid waste being disposed of from the base. Recyclable material that is accepted at NAVSTA Everett Recycling, Building 2331, is: Cardboard, paper, aluminum cans, plastic bottles (1 & 2), plastic film (4), clean wood (not painted or treated), and metal.

EXTERIOR PAINTING

Exterior painting may be conducted under the following circumstances:

Paint, chips and debris must be prevented from going into the water by rigging plastic sheets on floats to hull of vessel.

STORM WATER POLLUTION PREVENTION

Contact NAVSTA EVERETT EMERGENCY DISPATCH by dialing the base 911 or 304-3333 IMMEDIATELY if a HAZARDOUS SUBSTANCE HAS ENTERED any body of water or a storm drain.

No hazardous substance may be discharged into any storm drain. Wash down of pavements, side walks, and or vessels is prohibited unless authorized by the Storm Water Program Manager. Spills must be cleaned up to prevent contamination of storm drain

NATURAL RESOURCES

Naval Station Everett has the legal and ethical responsibility to conserve and manage the natural resources of this station. Natural resource issues at the waterfront site are dominated by animals and birds associated with the marine environment. This not only concerns fish and crabbing rules and regulations, but also our operations in relation to sea birds and marine mammals.

The station has an animal damage control program for the bird population to ensure the safety of helicopter operations, control the spread of disease from fecal matter, and mitigates the damage and impact to facility operations. The focal point of the control program are pigeons, gulls and Canada Geese. Naval Station Everett is located within the flight path of several migratory bird species, feeding or giving food scraps to these birds is strictly prohibited.

Marine mammals such as California Sea Lions and Otters are found in the waters surrounding NAVSTA. The Station does not control the movement of these marine mammals. However, occasionally some are stranded or found dead. The Station has specific reporting requirements for these situations. For after normal working hours, contact the Station CDO if a distressed marine mammal has been identified.

For information or to report possible problems during normal working hours, please contact the Natural Resources Program Manager, at 4-3278/3465.

FRESH WATER WASH DOWN

Fresh water wash down may be performed on a non-routine basis only if;
All loose debris has been dry swept, collected and disposed as solid waste and fresh water has been used without detergents and cleansers. Contact water program manager at 4-3465 for specific exterior washing instructions.

WASTE INFORMATION SHEET (WIS) INSTRUCTIONS

GENERAL: THIS PAGE PROVIDES BLOCK-BY-BLOCK INSTRUCTIONS FOR THE ORIGINATOR. NOTE THE FOLLOWING:

- Originators are to complete all sections which are shaded in gray. Enter "N/A" if a block is not applicable.
- A Job Order Number **must** be provided on **all** WISs turned into Code 910HZ. A section is provided in the upper right hand corner of the form for the Job Order Number. WISs **will not** be accepted without a Job Order Number.
- Please write legibly and press hard enough to clearly imprint on all copies.

SECTION I

- 1. ORIGINATOR** - This is the organization which is directly creating the waste material. Examples: "C/350," "S/72," "ACME Painting."
- 2. PROJECT/SHIP** - Enter the general project or job that is creating the waste. Examples might include: "CVN-72," "BEQ construction," "Farragut Ave repair," "S/71" (used in the case of general Shop work).
- 3. LOCATION** - Record the location where the process occurred which created the waste. Be as specific as possible. Examples include: "Sump room - Bldg. 427," south end DD3," "corner of Huey and Duey St."
- 4. POINT OF CONTACT** - Write the name of the person who is sufficiently knowledgeable to answer questions concerning the waste generation process. This person may be military, civilian, or contractor.
- 4a. GOV'T POC (Contractors only)** - THIS BLOCK IS FOR CONTRACTORS ONLY! List a government point of contact. This is the government person who is the contracting officer's representative.
- 5. PHONE** - List the phone number for the primary point of contact listed in **Block 4**. If this is not a Shipyard phone number, include the area code.
- 6. DESCRIPTION OF WASTE** - This block should be the same as, or very similar to, the "MATERIAL CONTENTS" section of the ID label located on the waste container.
- 7. QUANTITY TO SHIP NOW** - List the actual amount of material to be shipped now. The quantity should be described in terms of the smallest container contained in the transport package. For example a 5-gallon drum full of tubes might say "63 - 25 oz tubes" whereas a 55-gallon drum full of liquid would simply say "1- 55-gal drum."
- 7a. TOTAL TO BE SHIPPED** - This info is used by 910HZ for planning purposes. If you are doing a defined project where waste will be shipped to 910HZ at various times, ESTIMATE the total quantity of waste to be generated over the lift of the project. If this number is unknown or if the project is a very long term or perpetual project, mark this area "N/A."
- 8. WASTE STREAM NUMBER** - If the waste has an established waste stream number, indicate the number here. If the waste is a new waste stream or if you are not sure, indicate "Unknown" here.
- 9. PHYSICAL STATE** - Describe the waste from a standpoint of what you would see, smell, and/or feel if you were to open the waste and look at it. Examples might include "Thick brown sludge" or "clear oily liq w/banana scent" or "white paste in tubes."
- 10. HOW THE WASTE WAS MADE** - Describe the process which created the waste. Be as specific as space allows. Examples might include "mild steel water jet cutting" or "removal of dirt, Phys Fitness Center" or "Wiping grease from arresting gear cables" or "excess from pattern gluing." **The words "excess" and "expired" are not processes.** Use these words in conjunction with the process for which they were intended.
- 11. WORK DOCUMENT** - Indicate the document which governs the work process generating the waste. This might be a contract, an IPI, a MILSPEC, and ASTM, an instruction, or any other type of document.
- 12. MSDS** - List the Material Safety Data Sheet number or numbers for hazardous materials which make up the waste.
- 13. STOCK NO.** - List the stock number or stock numbers of the material(s) obtained through the Federal Supply System which make up the waste. If possible include the FSN and the NIIN.
- 14. MANUFACTURER** - Indicate the manufacturer of the material which makes up the waste.
- 15. COLOR OF WASTE** - Indicate the color of the waste. Examples: "milky white"; "black"; "grayish."
- 16. POTENTIAL CONTAMINANTS** - Indicate potential contaminants which you believe MAY be in the waste.
- 17. DISPOSITION PERFORMED BY** - This section is for contractors ONLY. Check "PSNS" if your contract states to turn your waste over to the Shipyard for disposal. Check "Contractor-arranged" if you will be disposing of

the waste using non-government resources. If "Contractor-arranged" is checked, indicate the name and phone number of the planned transporter and disposition facility.

18. AUTHORIZED SIGNATURE - This is the person who is authorized by the originator's command or company to request and sign for HW commitments.

SECTION II

"BARCODE" column - Enter the BARCODE of each container of waste. PLEASE WRITE CLEARLY. If you have more than 6 containers use a continuation sheet(s) or additional WIS(s).

"CONT. TYPE & CAPACITY" column - Enter the type and capacity of each container being shipped. The following codes can be used to abbreviate some container types.

CODE	TYPE	CODE	TYPE	CODE	TYPE
CY	Cylinder	DF	Fiber drum or plastic drum	DT	Dump Truck
CF	Fiber box or carton	DM	Metal drum	TP	Portable Tank

EXAMPLE - "55g DM" is a 55-gallon metal drum, 5g Can is a 5-gallon can.

PSNS 4855/612 (Rev. 8-97) (BACK)

Ref: NAVSHIPYDPUGETINST P5090.5							
WASTE INFORMATION SHEET (WIS)				SERIAL NO. XXXXXXXX			
SECTION I (Waste Originator) Complete a separate WIS for each type of waste. Full instructions are provided on reverse side.				J. O. 			
1. ORIGINATOR (Shop, Ship, Code, Contractor):		2. PROJECT/SHIP:		3. LOCATION (Bldg, Pier, etc):			
4. POINT OF CONTACT (Name):		4a. GOV'T POC (Contractors only):		5. PHONE:			
6. DESCRIPTION OF WASTE:				7. QUANTITY TO SHIP NOW: 7a. TOTAL TO BE SHIPPED (approx):			
8. WASTE STREAM NO. (If known):				9. PHYSICAL STATE (solid, liquid, sludge, aerosol, (etc):			
10. HOW THE WASTE WAS MADE (Specific process which created this waste):							
11. WORK DOCUMENT (DOC #, IPI, Contract #, MIL Spec, etc):					12. MSDS #:		
13. STOCK NO.:		14. MANUFACTURER:		15. COLOR OF WASTE:			
16. POTENTIAL CONTAMINANTS (Either check or include approx percentage): _____% ASBESTOS _____% PCBs _____% METALS _____% SOLVENTS _____% OIL _____ OTHER _____							
17. DISPOSITION TO BE PERFORMED BY (Contractors only): <input type="checkbox"/> PSNS <input type="checkbox"/> Contractor-arranged (enter proposed transporter & disposition facility) TRANSPORTER COMPANY (name & phone number) _____ DISPOSITION FACILITY (name & phone number) _____							
18. AUTHORIZED SIGNATURE: (sign) _____ (print) _____				BADGE NO./RANK:		DATE:	
SECTION II - CONTAINER INFORMATION (Originators Complete Barcode & Cont. Type Columns Only)							
ITEM NO.	BARCODE	CONT. TYPE & CAPACITY	WEIGHT (LBS)	OPEN & INSPECT (Initials)	START DATE	STORAGE SECTION	ANALYSIS NO.
1							
2							
3							
4							
5							
SECTION III - 910HZ RECEIPT/INVENTORY							
19. INSPECTION SAT? (Circle One): YES NO (explain in "REMARKS")				19a. INSPECTOR'S INIT:		20. DELIVER TO:	
21. TRANSPORTED BY (Signature & Date):				22. RECEIVED BY (Signature & Date):			
SECTION IV - WASTE DISPOSITION BY 910HZ <input type="checkbox"/> If WSN in Block 8 is correct & tech resolution not reqr'd, check this box							
25. WSN ASSIGNED:		26. DATE:		27. TECH'S INIT:		28. PROFILE:	
29. LABELS/PPE:				30. DISPOSITION: <input type="checkbox"/> Reutilize <input type="checkbox"/> Recycle <input type="checkbox"/> Trash <input type="checkbox"/> HW, PCB <input type="checkbox"/> Asbestos <input type="checkbox"/> Other _____ <input type="checkbox"/> Landfill Controlled - WDA #: _____			
31. REMARKS:							
						Page 1 of _____	
PSNS 4855/612 (Rev. 8-97) (FRONT) Routing: White: 910HZ Pink: Data Entry Blue: Handlers Yellow: Originator							

CONTRACTOR'S SOLID WASTE TRACKING SHEET (SWTS)		
(FOR ALL DISCARDED ITEMS DESIGNATED BY THE GOVERNMENT AS NOT HAZARDOUS WASTE ,		Ref: NAVSHIPYDPUGETINST P5090.11
SECTION I	WASTE ID	<i>(The numbers shown in bold italics correspond to the blocks on the WIS.)</i>
Government Prefix ---	SWTS # Waste Information Sheet (WIS) Serial Number ---	Waste Stream Number (WSN) _____ Leave blank until copies of original have been made.
Waste Description [6]		Attach weight ticket here
Directed Disposition <i>(Check applicable box)</i> <input type="checkbox"/> Landfill- <i>* Enter WDA * *</i> _____ <input type="checkbox"/> Reutilize (Reuse) <input type="checkbox"/> Recycle <input type="checkbox"/> Trash <input type="checkbox"/> Other _____		Waste Disposal Application Number _____ When scales are not available at place of delivery, enter number of cubic yards. This number will be used by you to calculate weight for the summary.
SECTION II		
CONTRACT NUMBER/TITLE <i>(Contractor completes Sections I thru V; see instructions on back.)</i>		
Contract Number		Contract Title
Government Point of <i>(Enter the name and phone number of the Government POC monitoring</i>		Phone ()
SECTION III		
FINAL DESTINATION <i>(Obtain from WIS block [17] and your Government-approved Environmental Plan.)</i>		
Permit Type and <i>(if applicable)</i>		
Facility Name		Phone ()
Facility Owner		
Facility <i>(Complete physical address only)</i>		
SECTION IV		
FINAL DISPOSITION <i>(To be completed by the Contractor)</i>		
<i>(Check applicable disposition box)</i>		
Waste will be taken to the Section III address to be: <input type="checkbox"/> REUTILIZED <input type="checkbox"/> RECYCLED <input type="checkbox"/> DISPOSED STOP! Make enough copies of this original to match the estimated number of loads to be transported. Number the first copy "01." If there will only be one load, use this original instead of a copy. DO NOT USE THIS FORM FOR waste designated as ASBESTOS, PCB, or HW.		
SECTION V		
CONTRACTOR VERIFICATION <i>(To be completed by the Contractor)</i>		
<i>(Check applicable description box)</i>		
I hereby verify that the contents in this: <input type="checkbox"/> Container <input type="checkbox"/> Truck <input type="checkbox"/> Roll-off <input type="checkbox"/> Other _____ have been inspected by me and are as described in Section II and the WIS. No additional waste has been added.		
Contractor's Signature		Date
SECTION VI		
TRANSPORTER VERIFICATION <i>(To be completed by the Driver of the transport vehicle)</i>		
I hereby verify the following: a. No material or waste was added or removed after loading and verification signature at the work site, and b. I delivered the load contents as stated to the address stated in Section III.		
Transporter's Signature		Date
SECTION VII		
RECEIVER SITE VERIFICATION <i>(To be completed by the Receiver)</i>		
I hereby verify I received the load contents as described in Section II at the address stated in Section III. <i>(Note: Approved receiver sites for soil reuse are sometimes unattended. In this case, Transporter completes.)</i>		
Receiver's Signature	Print Name	Date
ALL INFORMATION AND SIGNATURES MUST BE LEGIBLE.		

This form shall be completed for **each load**. See reverse side for explanation of disposition descriptions and form instructions. The data will be compiled and summarized by the Contractor on the **CONTRACTOR'S MONTHLY PROJECT WASTE SUMMARY REPORT, PSNS**

PSNS 5090/114 (Rev. 6-01) (Front)

CONTRACTOR'S SOLID WASTE TRACKING SHEET (SWTS)

(FOR ALL DISCARDED ITEMS DESIGNATED BY THE GOVERNMENT AS **NOT HAZARDOUS WASTE, PCB, OR ASBESTOS**)

DISPOSITION DESCRIPTION

NOTE: All discarded items require designation. This form cannot be completed until a Waste Information Sheet (WIS)

has been completed by the Contractor and approved by Shipyard Shop 90HM.

Exceptions: Sanitary wastes and organic decaying debris.

"Reutilize"

Items which contractually belong to the Contractor may be removed by the Contractor to his place of business, or may be offered to the Government for reutilization (reuse). Examples: Kitchen and lavatory items, concrete barriers.

NOTE: Although soil does not belong to the Contractor, there is a potential for reuse of soil off-site **IF:** Upon completion of waste designation by the Government, the WIS states that potential, AND The Contractor obtains approval of the receiving county's Health District Officials.

"Recycle"

Take to a facility (or broker) where there is a process to remanufacture the discarded item into another usable item. Examples: Cardboard/paper, asphalt, wood, concrete.

"Landfill-Controlled"

Landfills are required to have a process in place to screen the waste they receive. A "Landfill-Controlled" waste is any waste

for which the receiving facility requires a landfill disposal application to ensure the waste is screened in a way that meets the requirements of their operating permit. Examples: Soil, painted wood waste. **If you check this category, enter the Waste Disposal Application (WDA) number on the line provided to the right of the "Landfill-Controlled" category box.**

"Trash" or "Non-Hazardous to Trash"

Discarded items which:

Have **not** been designated as "Hazardous Waste (HW)," "PCB," or "Asbestos;"

Do not require a Waste Disposal Application; and

Are unable to be recycled.

INSTRUCTIONS

CONTRACTING OFFICER: Fill in the "Government Prefix" block with your organization's ID – do not exceed 5 letters (i.e., "ROICC").

CONTRACTOR: With the exception of the "Load Number" block, fill out Sections I - IV. This will be the base form for all loads of this designated waste stream. Next, estimate the number of loads it will take to remove the waste, and make the same amount of copies of the semi-completed form as the load estimate. Contractor will then assign load numbers in the "Load Number" block for the purpose of tracking each load of waste to its final destination. Number each page consecutively, beginning with the number "01" -- refer to "**Sample Scenario.**" If there will be only one load of this waste stream on the project, use the original instead of making copies. Each time a load of waste is put into the transport vehicle, the Contractor verifies the waste, signs, and completes Section V.

TRANSPORTER: Verify, sign, and complete Section VI. Obtain a load weight ticket. If no one is present at the receiving site, complete Section VII.

RECEIVER: Verify, sign, and complete Section VII. Provide weight ticket and return signed SWTS to Transporter. If scales are not available, enter number of cubic yards of the load on the line provided for the weight ticket.

TRANSPORTER: Attach the load weight ticket to the SWTS. Return SWTS and weight ticket to Contractor.

CONTRACTOR: If the receiving facility did not provide a weight ticket, ensure the number of cubic yards has been recorded on the line provided. Retain SWTS until the end of that calendar month for compilation into the **Contractor's Monthly Project Waste Summary Report (CMPWSR)**, PSNS 5090/113. Submit all SWTS and the CMPWSR forms in a package to your Government POC.

Sample Scenario: XYZ Co. is excavating soil during a Government project, and has submitted Waste Information Sheet (WIS) #654321 to Shop 90HM for waste designation. When returned, the WIS shows the soil has been designated as "Landfill-Controlled" waste. XYZ Co. completes the additional form (Waste Disposal Application) required by the landfill. They obtain a SWTS from their Contracting Officer, who has already filled in the "Government Prefix" block. XYZ Co. copies the serial number of their WIS for soil from this project to the SWTS. (These two blocks comprise the SWTS serial number). They then transfer the required information from their WIS, completing Section I. Next they identify the project information for Section II. Moving to Section III, they enter the Government-approved facility location the soil will be taken to, and check "disposed" as its final disposition. They estimate 1,000 cubic yards of soil will be removed during the project, which will take approximately 50 truckloads. XYZ Co. makes 50 copies of the SWTS #ROICC-654321 original; and then assigns each copy a number, beginning with Load "#01" and ending with "#50." When the soil transportation begins, XYZ Co. gives "SWTS #ROICC-654321, Load #01" to the driver of the first load of soil, "SWTS #ROICC-654321, Load #02" to the driver of the second load, etc. Before each load leaves the work site, XYZ Co. verifies that the content of each load is indeed what is described in Section I. As each driver delivers their load, they verify that they transported only that specified waste to the approved facility. The receiver at the disposal facility acknowledges receipt of the load with his signature, and provides the transporter with the load weight ticket. The driver submits the weight ticket and the completed SWTS to XYZ Co. Monthly, XYZ Co. submits all completed SWTS documentation for the prior month, and a completed CMPWSR summarizing the data.

PSNS 5090/114 (Rev. 6-01) (Back)

CONTRACTOR'S MONTHLY PROJECT WASTE SUMMARY REPORT (CMPWSR)				Ref: NAVSHIPYDPUGETINST P5090.11C		
CONTRACT NUMBER:						
CONTRACT TITLE/DELIVERY ORDER:						
CONTRACTOR:						
GOVERNMENT POINT OF CONTACT'S NAME:				PHONE:		
REPORTING DATES: From ___ / ___ / ___ To ___ / ___ / ___						
➤ CHECK HERE IF NO WASTE ORIGINATED FROM YOUR PROJECT THIS MONTH <input type="checkbox"/>						
Discarded items were: (Refer to the SWTS, Section II. Check the applicable disposition box and enter the discarded items as described.)				SWTS SERIAL #	LOAD NUMBERS	POUNDS <i>See * footnotes below</i>
<i>Example:</i>	<input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed	<i>ROI 2002</i>	<i>4-7</i>	<i>10,457</i>
	1. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	2. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	3. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	4. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	5. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	6. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	7. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	8. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	9. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	10. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	11. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	12. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	13. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	14. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
	15. <input type="checkbox"/> Reused	<input type="checkbox"/> Recycled	<input type="checkbox"/> Disposed			
* For waste soil where no scales are available at place of delivery, calculate 2600 pounds per cubic yard removed.						
** For common trash which has been collected by a disposal transporter and combined with others' trash in the truck, estimate 250 pounds per cubic yard. Base your estimate on how many cubic yards were removed, NOT the size of the box.						
FINAL REPORT:						
➤ CHECK HERE IF YOUR PROJECT/DELIVERY ORDER IS COMPLETE AND THIS IS THE LAST REPORT <input type="checkbox"/>						

NOTE: The **SOLID WASTE TRACKING SHEET (SWTS), PSNS 5090/114**, describes each load removed from the Bremerton Naval Complex by the Contractor or subsequent Sub-Contractors, and is used as a custody sheet to track all discarded items which have been designated by the Government as not Hazardous and do not contain PCBs or Asbestos. This report is a monthly summary of the SWTSs for this project.

(SEE REVERSE SIDE FOR INSTRUCTIONS)

PSNS 5090/113 (Rev. 11-99) (Front)

**CONTRACTOR'S MONTHLY PROJECT WASTE SUMMARY REPORT (CMPWSR)
INSTRUCTIONS**

DO NOT USE THIS FORM AS A SUMMARY FOR
HAZARDOUS WASTE OR WASTE CONTAINING PCBs OR ASBESTOS

CONTRACTOR:

- a. Complete and accumulate all Solid Waste Tracking Sheets (SWTSs) each month for the duration of the project. At the end of each calendar month, compile requested data from the SWTS and complete the Contractor's Monthly Project Waste Summary Report in the manner shown in the shaded example. Note that the reporting unit is "POUNDS." If no waste originated from the project this month, or if this is the last report for the project, check the applicable boxes.
- b. Submit the report no later than the fifth calendar day of the following month, along with all SWTS originals referenced in the report, to the Contracting Officer. If no waste transport activity has occurred during the month, check the applicable box and submit the report reflecting negative activity for that time period.
- c. When a project ends in mid-month, submit the Contractor's Monthly Project Waste Summary Report reflecting only the work activity which occurred from the first calendar day of that month to the project's completion. Check the applicable box reflecting last report. Submit the final report, along with all SWTS originals referenced in the report, to the Contracting Officer prior to project close-out.

GOVERNMENT CONTRACT POINT OF CONTACT:

- a. Forward a copy of the Contractor's Monthly Project Waste Summary Report to Code 106.32, Solid Waste Program Manager, on a monthly basis.
- b. Maintain all SWTSs in the permanent project file or, at the agency's discretion, submit the SWTSs along with the Contractor's Monthly Project Waste Summary Report to Code 106.32, Solid Waste Program Manager, each month.

CODE 106.32:

- a. Record all data submitted on the Contractor's Monthly Project Waste Summary Report.
- b. Include this information in the Solid Waste Annual Report.

PSNS 5090/113 (Rev. 11-99) (Back)

**PUGET SOUND NAVAL SHIPYARD, IMF
AND NAVAL BASE KITSAP – BREMERTON ANNEX
EMERGENCY PROCEDURES**

Ref: NAVSHIPYDPUGETINST 5090.1

- 1. **EVACUATE** the building or area if required to an upwind and upgraded area. Notify any other personnel in the area.
- 2. **NOTIFY NESCOM BY DIALING "911"**.
If calling from a cellular phone, call 476-2222 or 476-3393.
- 3. **REPORT** THE FOLLOWING INFORMATION as applicable:
 - a. Name, Organization, Phone Number
 - b. Type of Emergency (Fire, Spill, Flooding, etc.)
 - c. Location of Emergency
 - d. Hazardous Substance(s) Involved
 - e. Corrective Actions Taken (if any)
 - f. Any Other Relevant Information (operations in the area, storm drains involved, area of ship affected, etc.)

Do not hang up the telephone until instructed to do so by the dispatcher.

- 4. **AVOID CONTACT** with any spilled material without proper knowledge of hazards and appropriate personal protective equipment.
- 5. **IF POSSIBLE:**
 - a. Remove Injured
 - b. Extinguish Flame or Contain Spill
 - c. Cover/Protect Drains
 - d. Use Spill Kit

6. **REMAIN** AT A SAFE DISTANCE AND REPORT TO THE INCIDENT COMMANDER (FIRE CHIEF) to direct emergency response personnel and provide information.
Supervisor/Point of Contact for Area _____

Phone Number

Nearest Fire Alarm

Task Orders issued under the contract will require the contractor to repair government property including boats, floating assets, equipment and machinery. In some cases the Task Order will require the contractor to take possession of the item at a designated location and to transport it to the repair site at contractor's expense. In some cases the Task Order will provide for government delivery of the asset to the contractor's repair facility. In either case the Contractor is liable for any loss or damage to the item once it is placed in the contractor's custody or under its control. If the contractor uses the services of a subcontractor or third party to transport the item either by over water tow or by other means, the contractor is responsible for any loss or damage occasioned while the property is in the possession of such third party. The contractor's duty of care and the nature of its liability under this provision is that of an insurer. Accordingly, the contractor's liability is not contingent on evidence of contractor negligence. The contractor is not liable for loss or damage which occurs while the property is in their custody or control if such loss is the proximate result of government negligence.

PERFORMANCE WORK STATEMENT

C.0.0. GENERAL SCOPE: The Navy Region Northwest (CNRNW) Port Operations Department requires contractor support to provide technical assistance, labor, materials, and equipment required to maintain and repair Port Ops Department assets. These Department assets for the most part consist of floating assets as well as other equipment used to conduct port operations. Examples of floating assets include various sized Barges, Dive Boats, Log broncs, Security boats, SWOB's, Floating Cranes, Tug boats, Utility boats, Spill response equipment, and various other service craft. A list of current floating assets is contained herein. The contractor may be required to repair or maintain any marine related equipment the Department uses to execute its mission. Work performed includes preventative and corrective maintenance and modification of equipment and floating assets. The work may be performed on board Naval vessels, on vessels docked pier side, vessels in dry-dock, vessels hauled-out, and vessels which are underway. Contractors must have accessibility to a dry dock and or a haul out facility for use when repairing government floating assets. Requirements regarding these facilities are addressed elsewhere in the solicitation. In most cases the contractor will be required to tow the floating asset from the government facility to a commercial facility, or to the contractor's facility for repair. Unless otherwise specified in the Task Order the Government retains title to any and all scrap, salvage, or other residual materials originating from equipment or property repaired.

C.1.0 Contract performance will require the contractor to provide the following trade skills.

C.1.1. MARINE MACHINERY MECHANIC: Work is for a Journeyman Marine Machinery Mechanic to maintain, troubleshoot, and repair various service craft equipment. Equipment to include but is not limited to: pumps, valves, marine diesel engines and equipment associated with marine diesel engines, heat exchangers, coolers, mechanical gages, capstans, mechanical propulsion units, transmissions, generators, and fire pumps.

C.1.2. MARINE ELECTRICIAN: Work is for journeyman Marine Electricians to maintain, troubleshoot, and repair various service craft electrical systems. Work consists of doing scheduled electrical preventive maintenance, of troubleshooting marine electrical systems, & making repairs to marine electrical systems, and the equipment associated with these systems. Equipment may be, but is not limited to: circuit breakers, electrical panels, switches, electrical receptacles, light fixtures, electrical meters, pumps & motors, switchboards, controllers, compressors, connection boxes, generators, battery chargers, capstans, IC equipment and IC speaker systems, radios, radar, antennas, battery systems, heaters, alternators, starters, fans, shore power connectors, and alarm systems.

C.1.3. WELDER/FITTER: Work is for journeyman welders to perform welding of ferrous and non-ferrous metals to repair service craft. Journey level skill in MIG, TIG, Oxygen Acetylene, and wire feed welders. Work may be performed on the vessel pier side or in a shop environment. Components can be structural or piping in nature. Welder must be familiar with fillet size requirements to support ABS standards for marine shipboard components. Documentation of Welder Certificate may be required as a submission in response to a Task Order.

C.1.4. MARINE DIESEL MECHANIC: Work is for journeyman marine diesel mechanics specialized in Fairbanks Morse, Cummins, CAT, Detroit Diesel, and MTU marine diesel engines. Mechanic must be proficient in troubleshooting and repair of all major systems and components associated with the above cited engines.

C.1.5. PAINTER: Work involves the application of coating materials (for example paint, varnish, lacquer, shellac, epoxy resin, and Teflon) on wood, metal, glass, synthetic, concrete, and other surfaces. This coating work is done

with brushes, rollers, spray guns, and other methods and techniques, and is performed on the insides and outsides of tugs, service craft, barges, small boats, mobile equipment, machinery, and other surfaces.

C.1.6. SHIPWRIGHT: Work involves aligning vessels over blocks, building and positioning blocks, cradles, shoring and other support structures for tugs, service craft, barges, and small boats in dry-docks and marine railways. Work involves building staging around and aboard the vessel.

C.1.7. SHIPFITTER: Work involves modification, fabrication, repair, assembly, and installation of various metal structural parts of tugs, service craft, barges, small boats, mobile equipment and machinery. The work requires knowledge of shipfitting equipment, structures, and metals; skill in laying out, cutting, and shaping metal parts; and ability to position, align, and secure parts and subassemblies on tugs, service craft, barges, small boats, mobile equipment and machinery.

C.1.8 GENERAL LABORER: Laborers follow general instructions to perform work that requires moderately heavy physical effort and may involve a number of successive steps or processes. The work involves the use of common hand tools and simple power equipment such as, buffers, grinders, screwdrivers, low-pressure sprayers, and wet vacuums or steam cleaners. The work is generally varied. In some work situations, laborers stack, sort, or arrange supplies and materials onto pallets as directed; and load, unload, and move heavy boxes, bulky supplies, and materials to and from trucks, loading platforms, packing lines, etc., by hand or with the use of hand trucks and dollies. General Laborers may be trained to act as a fire watch for welding processes. General Laborers may also be asked to clean and prepare the surfaces of materials. They are concerned with the condition of parts and equipment after cleaning (e.g., total removal of pitting caused by corrosion) as well as the degree of cleanliness. They must be prepared to use the following cleaning equipment and methods: sanders, grinders, automated immersion units, high-pressure spraying units, and vapor honing units. Work includes total removal of harmful contaminants, corrosion removal and corrosion treatments, removal of paint or rust on interiors and exteriors of vessels and other equipment. Cleaning is conducted so as not to damage to the structure of the item being cleaned. Proper methods and equipment are used to accomplish desired results such as smoothness, brightness, and thickness.

C.1.9 RIGGERS: Riggers lay out, assemble, repair, and install complex weight handling gear and various standing and running rigging. Riggers plan and execute lifts and other operations that require rigging. Riggers use equipment such as chain falls, gin poles, tackle blocks, gallows frames, or combinations of these to rig and move objects. Some lifts/moves are in confined areas where cranes or other mobile material handling equipment cannot be used because of the object's size, shape, and location. Riggers are required to cut, splice, assemble, and repair standard weight handling gear. Riggers make and install complex standing and running rigging used to support, secure, or operate equipment, machinery, and other items having critical fit, tension, and operational requirements. They follow established rigging practices and procedures and exercise professional judgment on their own. When faced with unusual problems they consult with their supervisor and others as appropriate.

C.1.10. PIPEFITTER: Pipefitters lay out, assemble, repair and install different grades of metal pipe. Examples maybe from ¼ inch tubing to 6" pipe. Pipefitters may work with various types of piping systems including, but not limited to: hydraulics, seawater, freshwater, fuel, and CHT. Pipefitters manufacture and install the pipe to various types of pumps, valves, actuators, and various other pieces of equipment associated with ships systems. Pipefitters assemble pipe by welding, braising, flanging or by fitting together threaded pipes.

C.1.11. QUALITY ASSURANCE (QA) INSPECTOR: A QA inspector will inspect and verify the workmanship of various trades. An example would be to do a NDT (Non destructive test) on a weld. The QA Inspector would verify that weld is sound with no holes or pits. A QA inspector may also oversee the contractor's hazmat program and assure that the contractor is in compliance. He may also verify paperwork required at different check points, and may assist with testing of different systems, etc. He is the one that would verify the quality of the contractors work.

C.1.12. MARINE CHEMIST: The Marine Chemist does the initial gas free certification for tanks and voids on a vessel. The Marine Chemist must be an OSHA certified Marine Chemist. Must have the ability to do "fit for entry" or "gas free" permits and "hot work" permits for tanks, voids, and confined spaces on (but not limited to) marine vessels & barges. Marine Chemist must provide his own calibrated meter, tools, respirator, gas free tags, and safety equipment as needed to perform his work

C.1.13. **COMPETENT PERSON (GAS FREE TECHNICIAN):** The Competent Person does the “follow on” daily gas free testing of tanks and voids once the Marine Chemist has done the initial certification, and has certified the space as “fit for entry”. The “Competent person” must be an OSHA certified “competent person”. Must have the ability to do "fit for entry" or "gas free" permits and "hot work" permits for tanks, voids, and confined spaces on (but not limited to) marine vessels & barges. The Competent Person must have his own calibrated meter, tools, respirator, gas free tags, and safety equipment.

C.2.0. **CONTRACTOR PROVIDED FACILITIES:** Contractors shall , as required to support the work they are bidding, have access to dry docking facilities and/or crane capacity sufficient to haul out or dry dock vessels of the following types: 1217 barge, dive boats, log broncs, security boats, SWOB’s, YD’s, YFNB19, tugboats, workboats, utility floats, deep drafts, other various service craft and plant property. Contractor facilities shall have at a minimum a machine shop with electric, sheet metal, welding and paint capabilities as well as potable water, electric, and compressed air. Contractor must have facilities to pump and properly dispose of sewage that may be contained on vessels undergoing repair. The minimum requirements for handling service craft are 261’ X 48’ and 2,700 Tons. The following chart contains examples of the type of service craft that may require service (including dry dock or haul out) under this contract.

YC	Open Lighter	110'	35'	6'	590 Tons
YD	Floating crane	75'	75'	12'	2300 Tons
YFN	Covered Lighter	110'	31'	4'	590 Tons
YFNB	Office barge	261'	48'	13'	2700 Tons
YOGN	Gasoline Barge	165'	42'	8'	1360 Tons
YON	Fuel Oil Barge	165'	35'	9'	1270 Tons
YR	Floating Workshop	261'	48'	12'	2700 Tons
YRR	Repair Barge	151'	151'	6'	760 Tons
YTB	Yard Tug-Large	108'	29'	14'	356 Tons
YTL	Yard Tug-Small	66'	18'	8'	80 Tons

In order to facilitate government surveillance and inspection of contractor performance at the contractor’s facility and to reduce cost and risk associated with transporting government property, there are restrictions regarding the facility’s location. These restrictions are set forth elsewhere in the solicitation. Occasionally Task Orders may permit repairs at alternate locations/facilities.

C.3.0. **GENERAL TASK AREAS:** Task Orders will require services that generally fall into the following categories: (1) Structural repair (2) Piping (3) Machinery (4) Propulsion (5) Electrical (6) Preservation (7) Environmental (8) Shipwright (including wood hulls) (9) Sheet Metal Work (10) Rigging.

C.3.1. **REPAIR AND/OR REPLACE:** The following are examples of repair services that may be performed under Task Orders issued under the contract: diesel engine repairs; shipfitting and welding; hull plate replacement and clad welding; replace fendering; refurbish lifelines, stanchions, and deck sockets; remove propeller shaft and bearing for inspection and repair; inspect, refurbish, repair and/or replace piping; replace non-skid; replace bearings and bushings; replace zinc’s troubleshoot and repair outboard engines; remove and replace insulation/lagging; remove and replace windows and doors; replace pumps; inspect, repair, replace shafts; find and repair leaks; repair winches; repair or replace heaters, air conditioners, refrigerators, and freezers; inspect and repair sea chest/valves; replace water sleeves. Work may include troubleshooting and repair of the following: breakers, panels, connectors, controllers, cables, compressors, generators, battery charges, capstan, microphones and speakers, PA systems, motors, receptacles, heaters, whistles, transducers, starters, fans, relay’s, light fixtures, alarms, switches, and other wiring, heat exchangers and mechanical CHT systems.

C.3.2. **OPEN AND INSPECT:** Some Task Orders will require the contractor to open and inspect vessels or equipment and to prepare a report which describes the material condition of the equipment being inspected. The complexity of the inspection and the complexity of the report will vary depending on the circumstances. Inspections may require some cleaning in order to conduct a thorough examination. The amount of disassembly required to conduct a proper inspection will vary from case to case. Accordingly, contractors are expected to exercise sound professional judgment when conducting inspections so as to insure complete and accurate information is recorded. Proper inspections require expertise and the knowledge and application of current analytical technology.

Inspections may include inspections resulting in the certification of floating assets. Specific inspection requirements will be cited in the task order.

The contractor shall deliver reports with the original signature of the person preparing the report affixed thereto. The contractor will also provide an electronic copy of each report in a format compatible with windows 2000 operating system. Reports and data generated in the course of contract performance are government property. The government shall have unlimited rights in any technical data or other intellectual property developed at government expense. Open and inspect tasks may or may not be conducted at Government facilities.

C.3.3. **CLEANING:** Cleaning requirements may include blasting with water or other liquids; cleaning/blasting with abrasives; tank cleaning; exposing the hull for cleaning. Cleaning requirements also includes tasks described in paragraph C.1.9 above.

C.3.4. **TESTING:** Tasks include: calibrate gages; underwater ultra sonic test (UT); magnetic particle testing (MT); hull inspection and reporting. Testing of valves, pumps, and motors.

C.3.5. **OTHER WORK AREAS:** Task Orders may require any service necessary to repair, replace components, modify, overhaul and maintain the marine related assets falling under the cognizance of the Port Operations Department. These services may include painting; welding; fire watch; diving services; rigging, towing, transporting navy vessels to and from the repair site; docking and undocking vessels; dry docking vessels. Open/close tanks and voids; gas free work; build miscellaneous boat cradles or skids; Properly dispose of hazardous waste generated outside of government installations.

C.3.6. MULTIPLE STEP REPAIRS: Task Orders may be issued which require the contractor to open and inspect and to prepare a report, which describes the result of the inspection. This information may be used to determine if repairs will be ordered and if so the nature of the repairs. If it is determined that repairs will be pursued these repairs may be obtained through issuance of a new task order that is competed amongst all awardees. In some cases inspections and repairs will be ordered in one task order.

C.5.0. TOWING: The contractor is responsible for providing transportation of floating assets from the government installation to the contractors repair site. This may require towing. Individual task orders will indicate when the contractor is required to transport government floating assets to the contractor's facility for repair. The Contractor will be required to pick up and deliver the assets during Port Operations's regular working hours. Those hours are 0700 to 1500, Monday through Friday.

C.6.0 TOW INSURANCE: The contractor shall provide documentation of towing insurance or a performance bond to cover towing related losses. The minimum amount of the insurance or bond is \$1,000,000. Insurance/bond documentation will be provided to the government representative at least two days in advance of the tow operation. Documentation must be provided for the pick-up tow and the delivery tow.

C.6.1. LIABILITY - FLAT OR DEAD TOW SERVICES:

(a) This contract shall not be construed as, nor give rise to, a personal contract. The Contractor and any tug, its owners, operators, managers, agents and charterers shall have the benefit of all exemptions from, and limitations of, liability to which the owner of a vessel is entitled under the limitation of liability statutes of the United States.

(b) The Contractor shall not use any vessel for services under this contract which Contractor knows or believes is either unseaworthy or unfit for the services ordered, unless the Contractor, prior to performing the services, makes full disclosure to the Contracting Officer or his duly authorized representative of that knowledge or belief, stating the facts on which Contractor bases that knowledge or belief, and the Government thereupon shall have the opportunity and right to refuse acceptance of the services. If the services are accepted by the Government under disclosure, neither the Contractor nor his vessels shall be responsible for any loss of, or damage to, any vessel, equipment or other property of any kind owned by the Government, to the extent such loss or damage is due to the conditions disclosed by the Contractor and accepted by the Government.

(c) The Contractor shall be liable for loss of or damage to cargo, vessels, piers, or any other property, whether owned by the Government or not, and for bodily injury to, or death of, persons, any of which are caused by, or result from, the negligence, wrongful act or omission of the contractor's agents, servants or employees, or through the fault of vessels, gear or equipment supplied by the Contractor, unless these vessels, gear or equipment have been specifically accepted by the Government under paragraph (b) of this clause. However, the Contractor shall not be liable for loss or damage, as described in this paragraph when the loss or damage is caused by the fault or defect of any vessel, gear, or equipment furnished by the Government.

(d) Employment of a tug captain or officer as pilot under this contract shall be restricted to those captains or officers who are qualified and licensed as pilots for the waters, under applicable federal and state statutes and regulations governing the qualifications and licensing of pilots.

(e) In all instances where any vessel being handled by the Contractor under this contract sustains damage or is involved in any incident resulting in damage to any other vessel or property, death or bodily injury, the Contractor shall secure a report from the tugboat captain or officer acting as a pilot, or any other licensed pilot aboard the vessel being handled by the Contractor for the Government. The Contractor shall submit such report in triplicate to the Contracting Officer within twenty-four (24) hours following the damage, death or injury. The report shall cover all the facts, list deaths, and include the extent of damages or bodily injuries.

C.7.0. RESPONSE TIME:

C.7.1. Under normal conditions offerors shall submit their offers, in response to each task order, within two weeks of issuance.

C.7.2. Under emergency conditions offerors may be required to submit their offers with less than two weeks notice. In some cases the time allowed may be 24 hours from time of issuance of task order. Task orders will include deadlines for completion of work and in some cases a date when contractor work on the order is to commence.

C.8.0. PROCEDURES: The contractor shall, in performance of the contract, be governed by and implement the policies and procedures as set forth in the General Specifications for Ships of the U.S. Navy, US Coast Guard regulations, and American Bureau of Shipping (ABS).

C.9.0. CONFORMANCE OF WORK STANDARDS: Work performed under the contract shall conform at a minimum with applicable ABS, Federal, State, local, and base laws and regulations, as well as applicable building, fire and safety codes.

C.10.0. DOCUMENTS: The Government shall provide, when available, one copy of technical specifications drawings, and other work instructions describing the work to be performed under each delivery/task order. The contractor is responsible for obtaining basic reference material, such as applicable mil-specs.

C.11.0. EMERGENCY CONTACT: The contractor shall provide a 24-hour telephone number seven (7) days a week where he may be contacted in the event of emergencies.

C.12.0. WORK HOURS: Typical work hours for the government employees that may have to interface with the contractor are 0600 to 1430 Monday through Friday.

C.13.0. CONTRACTOR EMPLOYEES:

C.13.1. Personal services will not be ordered under this contract. The contractor is responsible to manage and supervise its employees. Contractor employees will not be considered government employees for any purpose.

C.13.2. The Contracting Officer may require that the Contractor remove any employee from a government installation whom the Contracting Officer, in his sole discretion, deems the employee a security risk, a risk to contract performance or contract administration, or contrary to the public interest. The Contracting Officer may similarly require the contractor to not use the objectionable employee on work ordered under this contract.

C.14.0. OVERTIME AND PREMIUM: Overtime and premium time, if required, will be clearly specified on each delivery/task order.

C.15.0. TRAVEL: The contractor is responsible to include all costs of performance in the fixed price offered on the Task Order including travel costs which may be incurred.

C.16.0. QUALITY ASSURANCE: The Contracting Officer's Representative will inspect and report to the Contracting Officer on the contractor's performance. Final inspection and acceptance of work will be required prior to payment of invoices.

C.17.0. DIRECT SUPERVISION: The contractor is required to provide adequate supervision of contractor personnel during performance of work performed under this contract. The contractor shall exercise sole responsibility for the supervision of contractor and subcontractor personnel. In the event government employees address to the contractor problems regarding the performance of contractor personnel, the contractor shall immediately direct those concerns or comments to the COR for appropriate resolution. Note, however, that anyone can shut down a work site if there is a safety issue until such time as the issue can be resolved. The contractor is responsible for initiating the necessary corrective actions to remedy problems resulting from contractor employees.

C.18.0. TOOLS AND EQUIPMENT: Unless otherwise set forth in the task order, the Contractor will provide all tools necessary for contract performance. All tools and equipment shall meet OSHA requirements.

C.19.0. SANITATION AND CLEANLINESS: When working on a government facility the Contractor shall maintain all of its assigned work and vessel spaces in a neat, clean, orderly and sanitary condition. These areas will be subject to fire, safety, and health inspections by Government personnel. When working on a government facility, waste generated on the facility will be disposed of in accordance with facility regulations/guidance. In order to protect government property and the facilitate surveillance of contractor performance, the contractor shall maintain a safe and clean work environment when work takes place at the contractor's facility. The contractor shall comply with all applicable waste disposal and environmental laws and regulations when working at the contractor's facility.

C.20.0. SAFETY AND OCCUPATIONAL HEALTH: The applicable safety and health laws and regulations may vary between the contractor's facility and government installations. The contractor is responsible for knowing which law and regulations apply at a given site and to comply with them. The contractor must comply with the applicable Safety and Occupational Health (SOH) requirements including any local instructions. Particular attention should be paid to the Navy Occupational Safety and Health (OSH) Program Manuals, OPNAVINST 5100.23, U.S. Army Corps of Engineers Safety and Health Manual EM-385-1-1, NAVFAC P-307, NAVSEA OP SWO 23, and other related instructions, regulations that pertain to worker safety. The contractor shall ensure that its employees wear required and appropriate personal protective equipment (PPE), are familiar with all relevant emergency procedures, and have access to a telephone and telephone numbers, including emergency telephone numbers for Port Operations facilities where work is performed.

C.21.0. SECURITY POLICE AND FIRE PROTECTION: The Government will provide security and fire protections services on Government property. Emergency telephone numbers will be provided to the contractor. Contractor will arrange for fencing and other security services when services are provided outside of Government property.

C.22.0. EMERGENCY MEDICAL CARE: When contractor employees are working on a government installation, emergency medical care is available in Government facilities to contractor employees who suffer on-the-job injury or acute onset of disease. Care will be rendered at the rates in effect at the time of treatment. Contractor is responsible to reimburse the government for care its employees receive.

CLAUSES INCORPORATED BY FULL TEXT

COMPLIANCE WITH SPECIFICATIONS

In order to ensure compliance with all the specification requirements, the contractor shall indicate in its offer, and notify the Government in a cover letter, what specifications, if any, the offeror does not intend to meet. The offeror shall explain, in detail, how any proposed deviation/exception will nonetheless meet the Government's

functional requirements. Should descriptive literature be supplied by the offeror, it will be presumed that the offeror intends to meet all of the specifications, regardless of the descriptive literature, unless the offeror specifically notes its exceptions.

It shall be the obligation of the contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time, in writing, any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications, applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

CLAUSES INCORPORATED BY FULL TEXT

EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part time basis) any active duty Navy personnel or Navy civilian employee without the prior approval of the Contracting Officer. Such approval may be given in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies might be contravened and no appearance of a conflict of interest will result.

CLAUSES INCORPORATED BY FULL TEXT

REQUIRED STANDARD OF WORKMANSHIP

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

CLAUSES INCORPORATED BY FULL TEXT

LOCATION OF CONTRACTOR'S FACILITY

The contract requires the contractor to perform some repair work at their site. During such repairs a government representative will drive to the contractor's site from time to time to monitor and inspect progress. In addition government assets may have to be towed to the contractors site for repair. To facilitate government surveillance of contractor performance and to mitigate the delay, cost and risks associated with towing floating assets, there are restrictions regarding the location of the contractor's repair facility.

THE CONTRACTOR'S FACILITY WHICH WILL BE UTILIZED TO REPAIR GOVERNMENT ASSETS MUST BE LOCATED NO FURTHER THAN 100 NAUTICAL MILES FROM NAVAL BASE KITSAP - BREMERTON, BREMERTON WA 98314.

The contractor facility must have those facilities and equipment as specified in paragraph C.2.0 of the Performance Work Statement, including adequate safe storage capability. The proposal submittal requirements set forth elsewhere require the offerors to describe the facilities they will use under the contract including the location.

CLAUSES INCORPORATED BY FULL TEXT

CHANGES AND NON-CONFORMANCE

No changes to the specifications or other contract technical requirements are allowed without Shipyard approval prior to issuance of a contract modification by the Administrative Contracting Officer (ACO). If contract administration is assigned to the Defense Contract Management Agency (DCMA), authority for acceptance of minor non-conforming supplies is withheld. Requests for deviations and waivers shall be processed in accordance with MIL-STD-973.

CLAUSES INCORPORATED BY FULL TEXT

MARINE PAINT LABELING CERTIFICATION

- a) Marine paint shall conform to the National Emission Standards for Hazardous Air Pollutants (NESHAP) compliance for Shipbuilding and Ship Repair (Surface Coating).
- b) Container Label. Each marine paint container shall be labeled with the volatile organic content (VOC) and batch number.
- c) Batch Certification. The Contractor shall complete and provide, with each shipment, the attached Marine Coating "As Supplied" VOC Certification and Data Sheet forms for each batch of marine paint supplied.

MARINE COATING "AS SUPPLIED" VOC CERTIFICATION

Coating Manufacturer: _____
Coating Name /ID: _____
MILSPEC: _____
NSN: _____
CAGE Code: _____
Batch Number: _____
Lot Number: _____
VOC Content, g/L: _____

Source of VOC content (check one):

- VOC content is based on sound and consistent quality control procedures in batch formulation and manufacturing processes that prevent significant batch to batch variation in product VOC content. Based on quality control procedures during the manufacturing process, no batch of this product, if tested using Method 24 of Appendix A of 40 CFR Part 60, will exceed the stated VOC content when used in accordance with manufacturer instructions.
- VOC content was determined by testing this batch of product using Method 24 of Appendix A of 40 CFR Part 60.
- VOC content was determined using the forms and procedures of Appendix A of 40 CFR Part 63 Subpart II.

Name: _____ Title: _____

Signature: _____ Date: _____

Coating Category (check one)

	Code	Description	VOC Limit, g/L
General	G1	<input type="checkbox"/> General use	340
Specialty	S1	<input type="checkbox"/> Air flask	340
	S2	<input type="checkbox"/> Antenna	530
	S3	<input type="checkbox"/> Antifoulant	400
	S4	<input type="checkbox"/> Heat resistant	420
	S5	<input type="checkbox"/> High-gloss	420
	S6	<input type="checkbox"/> High-temperature	500
	S7	<input type="checkbox"/> Inorganic zinc high-build	340
	S8	<input type="checkbox"/> Military exterior	340
	S9	<input type="checkbox"/> Mist	610
	S10	<input type="checkbox"/> Navigational aids	550
	S11	<input type="checkbox"/> Nonskid	340
	S12	<input type="checkbox"/> Nuclear	420
	S13	<input type="checkbox"/> Organic zinc	360
	S14	<input type="checkbox"/> Pretreatment wash primer	780
	S15	<input type="checkbox"/> Repair/ maintenance of thermoplastics	550
	S16	<input type="checkbox"/> Rubber camouflage	340
	S17	<input type="checkbox"/> Sealant for thermal spray aluminum	610
	S18	<input type="checkbox"/> Special marking	490
	S19	<input type="checkbox"/> Specialty interior	340
	S20	<input type="checkbox"/> Tack coat	610
	S21	<input type="checkbox"/> Undersea weapons systems	340
	S22	<input type="checkbox"/> Weld-through precon. primer	650

MARINE COATING "AS SUPPLIED" VOC DATA SHEET

Manufacturer: _____
Coating Name/ID: _____
MILSPEC: _____
NSN: _____

Provide all information for Items A through H below:

A. Coating Density: (D_c) _____ g/L ASTM D1475-90 Other _____

B. Total Volatiles: (M_v) _____ Mass Percent ASTM D2369-93 Other _____

C. Cure Volatiles Content: (C_{cv}) _____ g/L Calculated Other _____

D. Organic Volatiles: (M_o) _____ Mass Percent Calculated Other _____

E. Water Content:

1. (M_w) _____ Mass Percent ASTM D3792-91 ASTM D4017-90 Other _____

2. (V_w) _____ Volume Percent Calculated Other _____

F. Exempt Compounds Content: (C_{ex}) _____ g/L Calculated Other _____

G. Nonvolatiles: (V_s) _____ Volume Percent Calculated Other _____

H. VOC Content (VOC):

1. _____ g/L solids (nonvolatiles)
2. _____ g/L coating (less water and exempt compounds)

CLAUSES INCORPORATED BY FULL TEXT

LIABILITY FOR GOVERNMENT PROPERTY UNDERGOING SERVICES, REPAIRS OR MODIFICATION

As to Government property delivered to or picked up by the Contractor for servicing, repairs, modification, or for services preliminary thereto, the Contractor shall be fully liable as an insurer for any loss of or damage to such equipment or property while in its care, custody, or control arising from any cause whatsoever, and agrees to reimburse the Government in full for its account. Unless otherwise specified in the contract schedule, the Government retains title to any and all scraps, salvage, or other residual materials originating from said equipment or property.

SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL

a. Permission to visit. Whenever Contractor personnel are required to perform work aboard a ship of U.S. Navy or associated Shore Facility, the Contractor shall submit a written request to visit that ship/facility to the facility or ship Security Officer and to the Contracting Officer's Representative (COR).

(1) For classified visits, the visit request shall include all information required by Chapter 6 of DoD 5220.22-M "National Industrial Security Program Operating Manual (NISPOM)".

(2) For unclassified visits, the visit request shall include the following information on each person visiting the user agency's facility or ship. The request shall be on company letterhead stationery with company address/telephone number and provide the following information:

Name _____
 Job Title/Position _____
 Government Security Clearance, if any _____
 SSN _____
 Date/Place of Birth _____
 Citizenship _____
 Current Residence Address _____
 Length of Visit (if known) _____

b. Citizenship. No employee or representative of the Contractor shall be admitted to any facility or ship of the U.S. Navy unless satisfactory proof of citizenship of the United States has been furnished.

c. Access Badge. Each contractor/subcontractor employee must obtain an access badge prior to visiting or performing work on a Government installation. Two pieces of identification and a completed copy of the Department of Homeland Security Form I-9 "Employment Eligibility Verification" are required prior to issuance or reissuance of an access badge. Form I-9 is available at the following website:
<http://www.uscis.gov/graphics/formsfee/forms/i-9.htm>.

d. Compliance with Security Regulations.

(1) The Contractor shall comply with the security regulations in force at the activity where the work is being performed under this contract. Company-granted clearances are not valid for access to restricted areas or information. If access to these areas or information is involved, contractor personnel must possess a Government-granted clearance based on formal investigative actions. Contractor personnel may be required to fill out a form

regarding involvement with alcohol or dangerous drugs, police records, relatives living abroad, and personal foreign travel as a condition for receiving a clearance.

(2) If applicable, special security provisions for access to classified information are set forth in the attached DD Form 254, Contract Security Classification Specifications.

(3) It is the Contractor's responsibility to collect and account for all personnel identification passes/badges and vehicle passes issued to his employees when no longer needed. The Contractor must return all passes/badges to the facility security office within three (3) days of the separation of an individual from employment on this contract.

(4) It is the Contractor's responsibility to assure that his employees are aware of, and comply with, the security requirements of the facility or ship as set forth in the contract and as explained at the pre-award or post-award conference, if applicable. Noncompliance by an individual can result in denial of access to the facility or ship.

(5) If a Contracting Officer's Representative (COR) is appointed in this contract, a listing of persons employed on the contract indicating that they have been briefed on the facility/ship security requirements shall be submitted to the COR within 14 days after award of the contract. The list is in addition to that shown in paragraphs a, b, and c above. The list shall also include a description of all company vehicles, including road equipment and office supply trailers, to be employed on the facility, along with license numbers, if applicable. The Contractor shall promptly notify the COR of any changes to the list.

STANDARD WARRANTY

The Contractor shall extend to the Government the full coverage of any standard warranty normally offered in a similar sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard warranty does not waive the Government's rights under any "Inspection" clause that may be in the contract nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard warranty. The standard warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
4001	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

INSPECTION AT ORIGIN AND ACCEPTANCE AT DESTINATION (ALT I)

Initial inspection of the supplies to be furnished hereunder shall be made by the Contracting Officer's Representative (COR), whom will be identified in individual task orders, at the contractor's or subcontractor's plant. The plant location will be identified in individual task orders. The cognizant inspector shall be notified when material is available for inspection. The place or places designated for such actions shall not be changed without authorization of the Contracting Officer. Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment.

Final inspection and acceptance shall be made at destination by the receiving activity.

QUALITY ASSURANCE AT SOURCE

The following paragraphs are hereby added to Clause FAR 52.246-2, "Inspection of Supplies - Fixed-Price," of this contract.

(m) When requested by the authorized Government representative, the contractor shall furnish to the Government:

(i) Advance notification prior to starting inspections or tests in accordance with provisions contained in or referenced by the contract; and

(ii) Advance notification when supplies will be ready for Government inspection.

(n) When the advance notification in (m) above is requested, the authorized Government representative shall specify the period and method of such advance notification; however, such requests shall not require more than two (2) workdays of advance notification if the Government representative is in residence in the contractor's plant nor more than seven (7) workdays of advance notification in other instances. Notification shall be furnished to the Government representative designated in the request.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

PROOF OF DELIVERY

If United Parcel Service (UPS) or Federal Express services are used for transportation, each package must have a unique package identification number. The Government will not consider the manifest as proof of delivery unless each package can be uniquely identified. Acceptance will occur only after the Government can verify actual receipt of the contract items--packaged, marked and labeled as required elsewhere in this contract.

TIME OF DELIVERY (INDEFINITE DELIVERY CONTRACTS)

The articles (services) to be furnished hereunder shall be delivered (performed) within a time specified in individual task orders after the date of each order placed, except that when the needs of the Government permit, orders may provide a longer time for delivery.

PLACE OF DELIVERY - DESTINATION

- (a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to: AS SPECIFIED IN EACH DELIVERY/TASK ORDER.
- (b) Bids submitted on a basis other than F.O.B. destination will be rejected as nonresponsive and offers may be deemed unacceptable.

PLACE OF PERFORMANCE (SERVICES)

Services performed hereunder by the Contractor shall be performed as specified on each delivery/task order. The following estimates of percentages of work to be performed at each potential work site:

Naval Base Kitsap – Bremerton	2%
Naval Base Kitsap – Bangor	2%
Naval Station Everett	2%
NAVMAG Indian Island	1%
Contractors Work Site	90%
Puget Sound Naval Shipyard	1%
Naval Undersea Warfare Center Keyport	1%
Naval Air Station Whidbey Island	1%

DELIVERY NOTIFICATION REQUIREMENTS

- a) The contractor shall notify the designated point of contact (POC) 24 hours prior to delivery of supplies to Commander Navy Region Northwest (CNRNW) commands listed below. This notification shall include the following information:
 - 1) Name of vendor supplying the material
 - 2) Item(s) to be delivered
 - 3) Name of delivery/drayage contractor delivering item(s)
 - 4) Expected time of delivery
 - 5) Name of driver(s), if known

6) Type of delivery vehicle, if known

c) Prior notification is not required for regularly scheduled deliveries with badged drivers in trucks with DOD decals.

d) All deliveries to CNRNW commands must pass through the base Truck Inspection Station. All delivery vehicles are subject to inspection. Drivers should expect delays due to heightened security.

e) Drivers entering the Controlled Industrial Area (CIA) within Puget Sound Naval Shipyard and the Operations Area of Naval Base Kitsap-Bangor Annex MUST be United States citizens and should be prepared to provide appropriate proof of U.S. citizenship to security personnel.

Section G - No flow downs

Section H - No flow downs

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003

52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items	OCT 2010
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General.	SEP 2010
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.231-7000	Supplemental Cost Principles	DEC 1991

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.245-7002	Reporting Loss of Government Property	FEB 2011
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (AUG 2010)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause will be identified in each task order.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/comp/far/>

DFAR Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)