

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 44	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	ULTRASONIC TESTING FOR THE LAND CRANES FFP CONDUCT ULTRASONIC TESTING FOR THE LAND CRANE (LC43 & LC42) RAILS AT DD6, THE U.S. COMMANDER FLEET ACTIVITY YOKOSUKA, JAPAN in accordance with the attached Performance Work Statement (ePRO#1691374).	1	Task		
<p>The price of this contract is expressed in U.S. dollars for the administrative convenience of the U.S. Government. Payment will be made in Japanese yen. FOB: Destination PURCHASE REQUEST NUMBER: ACQR5870309</p>					

MAX
NET AMT

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	60 dys. ADC	1	NAVFAC FAR EAST INSPECTOR OF RECORD FEAD YOKOSUKA PSC 473 BOX 13 FPO AP 96349-0013 FOB: Destination	N40084

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work (ePRO#1691374)	146	20-MAY-2021
Attachment 2	Notice	6	
Attachment 3	PPI Form	1	

ADDENDA TO 52.212-1

BASIS OF AWARD AND EVALUATION FOR AWARD:

The Department of the Navy is soliciting quotes for CONDUCT ULTRASONIC TESTING FOR THE LAND CRANE (LC43 & LC42) RAILS AT DD6" in the U.S. Commander Fleet Activity Yokosuka (CFAY), Japan by Non-Recurring Contract (One Time Contract)".

INSTRUCTION TO OFFERORS SECTION

FAR PROVISION 52.229-11 AND FAR CLAUSE 52.229-12

FAR provision 52.229-11 and FAR clause 52.229-12 are included in this solicitation. This provision and clause concern the imposition of a 2 percent Federal excise tax withholding on any resultant contract award or payment request. This rule applies to Federal Government contracts for goods or services that are awarded to foreign persons. It implements the Department of the Treasury final regulations published in the Federal Register at 81 FR 55133 on August 18, 2016, under section 5000C of the Internal Revenue Code relating to the 2 percent tax on payments made by the U.S. Government to foreign entities pursuant to certain contracts.

Exemptions from this excise tax must be claimed by an Offeror when it submits, with its offer, a U.S. Department of Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14.

If not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each payment. Failure to submit IRS Form W-14 with a payment request will also result in an automatic withholding of 2 percent from the payment request.

When filling out the IRS Form W-14 the following information may be used to complete Part I, Line 6 and 7:

Line 6 Contract / reference number: N4008421T0808
 Line 7 Name and address of the acquiring agency:
 Naval Facilities Engineering Command (NAVFAC) Far East
 City or town, state or province. Include postal code where appropriate Country (do not abbreviate)
 Bldg. 1828, 2F, Tomari-cho Yokosuka, Kanagawa, 238-0001, Japan

Any exemption claimed and self-certified is subject to audit by the IRS. Any disputes concerning this tax are adjudicated by the IRS because the Section 5000C tax is a tax matter not a contract issue.

Offerors are encouraged to seek guidance from their own tax professionals for advice concerning the provision, clause, and the execution/submission of IRS Form W-14. Additional information is also available at:
https://www.navfac.navy.mil/navfac_worldwide/pacific/fecs/far_east/about_us/contractors_information.html

SECTIONS HIGHLIGHTED IN YELLOW REFER TO SAMPLE LANGUAGE THAT CAN BE USED TO ADDRESS THE FAR 52.229-11 PROVISION, AND REQUIREMENT FOR IRS FORM W-14, IF APPLICABLE.

1. Evaluation Factor for Award: This is a solicitation for commercial items issued as a Request for Quotation (RFQ). Written quotes are required (oral offers will not be accepted). Submission of quotes must be in accordance with FAR 52.212-1, Instructions to Offerors, Commercial Items. The Government will award a Purchase Order on the basis of the lowest priced offer. Since award of the Purchase Order will be based on initial responses, quoters are highly encouraged to quote their most advantageous pricing in their initial response.

2. Basis of Award: The Government anticipates a single award of a Firm Fixed Price contract. The Government reserves the right to make award on initial quotes without discussions. Quoters are therefore instructed to provide their best terms in their initial quotes in the event discussions are not conducted. Award shall be made to the quoter whose quote is the most advantageous to the Government, based on price only.

Price

(i) RFQ Submittal Requirements:

- a. Quotations shall be priced in Japanese Yen ONLY.
- b. Price quotation shall be submitted in hard copy – one (1) original
- c. Contractor must fill out the blank on page 1 and 3 of SF1449 and submit pages 1 through 3 of SF1449.
- d. Submit completed Representations and Certifications.
- e. Executed FAR Provision 52.229-11, Exhibit F.
- f. Completed IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement

Payments, if applicable. If not submitted with the quote, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each payment.

(ii) Basis of Evaluation: The Government will evaluate the total price. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- a. Comparison of proposed prices received in response to the RFQ.
- b. Comparison of proposed prices with the IGCE.
- c. Comparison of proposed prices with available historical information.
- d. Comparison of market survey results.

GENERAL INFORMATION

1. REQUEST FOR QUOTATION. This solicitation is a request for quotations, therefore the words “offer” and “offeror” may be construed to mean “quotation” and “quoter” where appropriate and the words “proposal” or “proposing” may be construed to mean “quote” or “quoting” where appropriate. FAR 52.212-1(c), period for acceptance of offers, is not applicable, however, quoters are requested to hold prices firm for 30 days. The government may apply the provision regarding late submissions in 52.212-1(f), however the government reserves the right to consider late submissions or revised quotes if the contracting officer determines that it is in the government’s best interests to do so.

2. LOCAL SOURCE RESTRICTIONS. This solicitation is intended for local sources in accordance with FAR 5.202(a)(12). Local sources are those persons or entities normally resident and licensed to conduct business in Japan. Offers from non-local sources will not be considered under this solicitation in accordance with the provisions of the U.S. - Japan Status of Forces Agreement.

3. PRE-QUOTATION INQUIRIES. All questions concerning this RFQ shall be addressed to Mr. T. Hisasue, at toshiki.hisasue.JA@fe.navy.mil or by telephone at 046-816-6956. Responses to inquiries will be provided in the form of a Notice or an Amendment and posted to the website <https://www.beta.SAM.gov/>. The Government may not respond to inquiries submitted less than 10 calendar days before the quotation due date.

4. SITE VISIT INFORMATION

a. Site Visit will be held on **7 December 2021, 10:00 A.M.** Japan Standard Time (UTC +9 hours) meeting at Berth 16 side of Dry Dock #6. Hard hat with chin strap on and safety toe shoes are required.

b. All prospective quoters are urged to attend the site visit. During the site visit, questions will not be answered. However, written, signed questions will be accepted and will be answered at a later time. ALL QUESTIONS MUST BE IN WRITING AND IN ENGLISH ONLY.

c. Failure of a prospective quoter to submit any questions or to attend the site visit will be construed to mean that the quoter fully understands all requirements of the solicitation.

d. No minutes of this site visit will be issued. All prospective quoters are advised that this solicitation will remain unchanged unless it is amended in writing.

e. Individuals are required to have a "BASE ACCESS PASS" for the event. If the attendee does not possess a valid pass, requiring an escort shall meet at Yokosuka Naval Base Main Gate at 09:00AM on the site visit day. In such case, you are required to notify to Contract Specialist via email Toshiki.Hisasue.JA@fe.navy.mil at least two (2) working days prior to the site visit for an escort. Failure to notify may result decline your request.

f. Pass applicants must carry picture IDs. Valid picture IDs for Japanese Personnel includes a Driver's license, which indicates nationality or permanent address, a Passport or Resident Card with picture. Valid picture IDs for non-Japanese Personnel includes a Passport or Alien Registration Card. A Driver's license which does NOT indicate the individual's nationality or permanent address is NOT considered a valid picture ID. A Driver's license that does not indicate the individual's nationality or permanent address may be used if accompanied with a Jumin Hyo with permanent address (Honseki chi).

g. Attendees are limited to maximum as possible from each interested party.

h. In order to contain the spread of COVID-19, attendees must wear masks or other appropriate facial covers.

5. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION. Contractors must be registered in the System for Award Management (SAM) prior to the closing date for receipt of proposals. Contractors may obtain information on registration and annual confirmation requirements via the SAM website accessed via <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls. Quotations from a contractor not registered in the SAM or from a contractor whose SAM registration online Representations and Certifications are not current will not be eligible for award.

6. JOINT VENTURES AND LIMITED PARTNERSHIPS. Quoters who are structured as a Joint Venture (JV) or Limited Partnership must provide a copy of the JV or Partnership agreement with their quotation. JVs and partnerships must register and complete online Representations and Certifications in the SAM website for the JV or partnership entity itself. Each individual JV member or partner must also be individually registered on the SAM website and have completed and current Representations and Certifications online. The Contracting Officer may at any time request additional documentation/information relating to any JV or partnership, including information that demonstrates the relationship between the members, the proposed roles and responsibilities of each member, and the contractual relationships that bind the members to performance under the JV/partnership. Failure to submit any requested information may result in an Offeror's proposal being rejected or the Offeror being found not responsible.

7. CURRENCY OF PROPOSALS

Offers shall be priced only in Japanese yen.

8. RFQ AMENDMENTS. Any amendments made to this RFQ before the time set for receipt of quotations will be posted to the FBO. Hard copies of the amendment will not be mailed. It is the offeror's responsibility to check the website periodically for any amendments to this solicitation. Contractors must acknowledge each amendment issued under this solicitation (if any) by signing each SF30 form (i.e., the amendment) and submitting it with the contractor's quotation package.

9. QUOTATION SUBMISSION REQUIREMENTS

All documents are due **no later than 14 December 2021, 10:30 A.M.** Offers and supporting documentation must be submitted by the deadline or they will not be evaluated for award. A reminder that all correspondence should be in English. Failure to submit all required information so as stated above will adversely affect evaluation of your quotation. All questions concerning this solicitation shall be addressed to PWD Yokosuka FEAD, Mr. T. Hisasue, at toshiki.hisasue.JA@fe.navy.mil.

All quotes in response to this RFQ should be submitted electronically to PWD Yokosuka FEAD, Mr. T. Hisasue, at toshiki.hisasue.JA@fe.navy.mil.

Quoters are advised that the Government may be unable to receive some types of electronic files (e.g., zip files) or files in excess of 4 megabytes in size. If the quoter must send multiple emails, they must be labeled in the subject as Email x of n, where x is the unique number and n is the total number of emails. The time stamp of when the email is received shall be official, so please provide enough time when sending to allow for server delays. This solicitation is a request for quotations, therefore the words "offer" and "offeror" may be construed to mean "quotation" and "quoter" where appropriate, and the words "proposal" or "proposing" may be construed to mean "quote" or "quoting" where appropriate. FAR 52.212-1(c), period for acceptance of offers, is not applicable, however quoters are requested to hold prices firm for 60 days. The government may apply the provision regarding late submissions in 52.212-1(f), however the government reserves the right to consider late submissions or revised quotes if the contracting officer determines that it is in the government's best interests to do so.
(END OF ADDENDA TO 52.212-1)

52.212-4 ADDENDUM

STATUS OF FORCES AGREEMENT

The U.S. Government will not offer "United States Official Contractor" status under Article XIV of the U.S.- Japan Status of Forces Agreement (SOFA) to any offeror awarded a contract under this solicitation; nor will the U.S. Government certify any employees of a contractor as "Members of the Civilian Component" under Article I(b) of the SOFA.

CONCILIATION

a. Any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the U.S.-Japan Joint Committee for Conciliation in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI, of the Treaty of Mutual Cooperation and Security between Japan and the United States of America.

b. Recourse to the Joint Committee for Conciliation for resolving disputes is available in addition to the procedures set forth in the Contract Disputes Act of 1978 and the Disputes Clause of this contract, 52.233-1. A request for conciliation by the Joint Committee, however, shall not toll the time periods allowed under the Contract Disputes Act for appealing a contracting officer's final decision to either the Armed Services Board of Contract Appeals or U.S. Court of Federal Claims.

c. Upon filing a request for conciliation with the Joint Committee, the Contractor shall immediately notify the Contracting Officer in writing of the request.

CORRESPONDENCE IN ENGLISH

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

CHOICE OF LAW (OVERSEAS)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

ASSIGNMENT OF CLAIMS (OVERSEAS)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

- (1) Approved in writing by the Contracting Officer;
- (2) Made in accordance with the laws and regulations of the United States of America; and
- (3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

- (1) Identify the assignee by name and complete address; and
- (2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

PAPERLESS CONTRACTING

a. The U.S. Navy (hereafter referred to as the Government) intends to administer any contract awarded under this solicitation using paperless contracting methods to the greatest extent practicable. Paperless contracting involves the use of an electronic medium such as the internet, computer diskettes, CD-ROM, or electronic mail (e-mail) in place of paper documents to award, solicit, or administer a contract.

b. In order to facilitate the use of paperless contracting methods, the Contractor shall possess the capability to communicate and exchange authenticated documents with the Government electronically during the contract performance period. Such capability shall include the ability to receive, acknowledge, reply to, and send documents via electronic mail. Additionally, such capability shall not require or be contingent upon any modification or upgrade to existing Government software. The Contractor also agrees to maintain such capability notwithstanding any changes or modifications to existing Government software during the contract performance period so long as the Government provides reasonable notice and any equipment and/or software required to maintain such capability is commercially available.

c. The Contractor shall utilize the paperless contracting capability described above as directed by the Contracting Officer during the contract performance period. Documents which may be required to be exchanged electronically include, but are not limited to, task orders, modifications, requests for cost proposals, and other routine correspondence. Exceptions to the Contracting Officer's direction may be granted in unusual circumstances with the prior approval of the Contracting Officer.

d. Both the Contractor and the Government agree to share all such technical information as is necessary to facilitate efficient and reliable electronic communications during the period of contract performance. Such information may include such data as e-mail addresses, available software, and mutually agreed procedures, but shall not include any information the disclosure of which would violate any applicable licenses or other agreements.

In case of any technical difficulties precluding the use of electronic communications, both the Government and the Contractor agree to work in good faith to resolve any such difficulties.

e. For informational purposes, the Government anticipates that its contracting personnel will utilize the following computer software programs during the administration of this contract: Microsoft Office (Excel and Word), Adobe Acrobat, and AutoCAD.

ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVFAC FAR EAST, via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;

(5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address
<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

SUMPTION TAX EXEMPTION PROCEDURES ON PURCHASE OF GOODS AND SERVICES BY THE UNITED STATES ARMED FORCES IN JAPAN [JAPANESE LAW NO. 108, 1988]

(a) The Consumption Tax Law (Law No. 108, 1988) was enacted in the Diet of Japan on 24 December 1988, and applied from April 1, 1989. The Government of Japan (GOJ) and the United States Government (USG), in accordance with paragraph 3, Article XII, of the “The Agreement Under Article VI of the Treaty of Mutual Cooperation And Security Between Japan And The United States of America Regarding Facilities And Areas And The Status of United States Armed Forces In Japan” (SOFA), have agreed upon procedures for exempting the United States from the Consumption Tax on the following transactions upon appropriate certification:

(1) Goods and services purchased in Japan for official purposes of the U. S. Armed Forces by the U. S. Armed Forces or its authorized procurement agencies;

(2) Goods and services purchased in Japan, by persons, including corporations, who are designated by the USG in accordance with the provisions of paragraphs 1 and 2, Article XIV of the SOFA (Article XIV Contractors), solely for the purpose of performing the business of construction, maintenance or operation under the contract for construction, etc., for use by the U. S. Armed Forces, or film and gasoline purchased in Japan by Article XIV Contractors solely for the business activities described above.

(b) The underlying objective is to obtain the full amount of the exemption from the tax on U.S. Forces procurements immediately at the time of purchase, and at the same time give the Contractor a proof of purchase document, acceptable to GOJ tax authorities, which he/she can present to the tax authorities to obtain a tax credit and/or refund for tax already collected and paid by previous sellers.

(c) By the submission of their offer, the offeror certifies that Japanese consumption tax is not part of the bid price, nor will it be a part of any subsequent modification to the contract. Procedures for Contractors to obtain a consumption tax credit are described in a handbook that may be obtained from the Procuring Contracting Office. (END OF ADDENDA TO 52.212-4)

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014

52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

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

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

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

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

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

(i) Availability of requirements documents cited in the solicitation.

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

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

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

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

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

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

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

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

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

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

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Reserved.

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

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

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.242-15	Stop-Work Order	AUG 1989
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016

252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7008	Only One Offer	JUL 2019
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	JUL 2019
252.215-7011	Requirements for Submission of Proposals to the Administrative Contracting Officer and Contract Auditor.	JAN 2018
252.215-7012	Requirements for Submission of Proposals via Electronic Media.	JAN 2018
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020
252.225-7974 (Dev)	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)	FEB 2020
252.225-7976 (Dev)	Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019)	AUG 2018
252.229-7001	Tax Relief	APR 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7098 (Dev)	Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites - Representation. (Deviation 2021-O0003)	APR 2021
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror

shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations.

(1) The Offeror represents that it [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2021)

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

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

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily

business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

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

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (____) is, (____) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, (____) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, (____) is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB

concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [☐] is, [☐] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [☐] is, [☐] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (☐) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

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

(ii) It [☐] is, [☐] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (☐) has, (☐) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (☐) has, (☐) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (____) has developed and has on file, (____) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (____) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line item No.	Country of origin
____	____
____	____
____	____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
---------------	-------------------

___	___
___	___
___	___

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [___] Are, [___] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [___] Have, [___] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed end product	Listed countries of origin
_____	_____
_____	_____

___	___
-----	-----

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[___] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[___] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (___) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (___) Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (___) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (___) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[___] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (___) does (___) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (☐) does (☐) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(☐) TIN: -----.

(☐) TIN has been applied for.

(☐) TIN is not required because:

(☐) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(☐) Offeror is an agency or instrumentality of a foreign government;

(☐) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- (☐) Sole proprietorship;
- (☐) Partnership;
- (☐) Corporate entity (not tax-exempt);
- (☐) Corporate entity (tax-exempt);
- (☐) Government entity (Federal, State, or local);
- (☐) Foreign government;
- (☐) International organization per 26 CFR 1.6049-4;
- (☐) Other -----.

(5) Common parent.

- (☐) Offeror is not owned or controlled by a common parent;
- (☐) Name and TIN of common parent:

Name - ____ .
 TIN - ____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. By submission of its offer, the offeror represents that--

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [☐] has or [☐] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[☐] Yes or [☐] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:

Highest level owner legal name:

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

(Do not use a "doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

— .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

- ____ (ii) Alternate I (MAR 2020) of 52.219-3.
- ____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ____ (ii) Alternate I (MAR 2020) of 52.219-4.
- ____ (13) [Reserved]
- ____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-6.
- ____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-7.
- ____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (NOV 2016) of 52.219-9.
- ____ (iii) Alternate II (NOV 2016) of 52.219-9.
- ____ (iv) Alternate III (JUN 2020) of 52.219-9.
- ____ (v) Alternate IV (JUN 2020) of 52.219-9.
- ____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-13.
- ____ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- ____ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
- ____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- ____ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

- X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- ____ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ____ (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- ____ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- ____ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ____ (ii) Alternate I (JUL 2014) of 52.222-36.
- ____ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (OCT 2015) of 52.223-13.
- ____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-14.
- ____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) 52.225-1, Buy American--Supplies (JAN 2021) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (JAN 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (JAN 2021) of 52.225-3.

____ (iii) Alternate II (JAN 2021) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

X (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) X (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR):

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

Defense Federal Acquisition Regulation Supplement (DFARS):

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

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):

Federal Acquisition Regulation (FAR):

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

Defense Federal Acquisition Regulation Supplement (DFARS):
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Federal Acquisition Regulation Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.215-7008 ONLY ONE OFFER (JUL 2019)

- (a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--
 - (1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3); and
 - (2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.
- (b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:
 - (1) Profit rate or fee (as applicable).
 - (2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).
 - (3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].
 - (4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

NAVCON

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

NAVCON

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0721
Issue By DoDAAC	N40084-YOKO
Admin DoDAAC**	N40084-YOKO
Inspect By DoDAAC	N40084-YOKO
Ship To Code	N40084-YOKO
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	N40084-YOKO
Service Acceptor (DoDAAC)	N40084-YOKO
Accept at Other DoDAAC	N40084-YOKO
LPO DoDAAC	N40084-YOKO
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

NAVFAC_ACQ_INV_YOKO@fe.navy.mil

Toshiki.hisasue.ja@fe.navy.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

PGI 204-7108

DFARS PGI PAYMENT INSTRUCTIONS:

Payments shall be made in accordance with the Payment Instructions table at DFARS PGI 204.7018 (b)(2).

A link to the table is provided as below:

https://www.acq.osd.mil/dpap/dars/pgi/pgi_html/PGI204_71.htm#payment_instructions



Conduct Ultrasonic Testing (UT) for the Portal Crane (LC43 & LC43) Rails at Dry Dock No. 6 in the U.S. Commander Fleet Activities Yokosuka (CFAY), JAPAN by Non-Recurring Contract (One Time Contract)

Prepared By: NAVFAC FE PRY 231

Name: Y. Takanashi

Date: 06 May 2021

Specification Approved By: NAVFAC FE PRY23

FSC Management & Facilities Services Department, FSCM

**ISHIBASHI.MICHAEL.K.13
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ISHIBASHI.MICHAEL.K.1398291758
Date: 2021.05.20 10:08:10 +09'00'

20 MAY 2021

Name

Date

S/R#: 20047704 (CFAY)
ePro#: 1691374 (CFAY)

**Controlled by: NAVFAC Far East
Controlled by: NAVFAC FE PWD
CUI Category: Basic
Distribution/Dissemination Control: FEDCON
POC: Michael.Ishibashi@fe.navy.mil**

S/R#: 20047704
ePro#: 1691374
NAVFACFE PRY 231
Name: Y.Takanashi
Date: 18 MAY 2021

Statement of Work for
Conduct Ultrasonic Testing (UT) for the portal crane (LC43 & LC42) rails at Dry Dock No. 6.

1. General Information

1-1, Outline of Services: The Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at Navy Region Japan to include Commander Fleet Activities Yokosuka (CFAY), Non-Recurring Contract (One Time Contract), as shown on the attachment with location map, minimum requirement & sketches, references, and specifications.

1-2, Project Location: The work shall be performed at Dry Dock No. 6, Main Base in the U.S. Fleet Activities, Yokosuka, Japan.

1-3, Term of contract: The work shall be completed within 60 calendar days after the date of contract award. The Contractor shall submit the schedule of actual start site work and survey/testing, inspection work road map to be completed with Government final inspection and any completion reports per deliverables list. The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. All schedules of site works shall be coordinated with the Contracting Officer. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.

1-4, Working Hours:

1-4-1, Government Regular Working Hours: The Government's regular working hours are from 0800-1645, five (5) days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain scope of work require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior the Government Contracting Officer Representative (COR) or Government Performance Assessment Representative (PAR) approval.

1-4-2, Restriction to Contractor Working Hours: Unless otherwise specified hereinafter, the Contractor's normal working hours for performing contract requirements are from 0800 to 1645, Monday through Friday.

If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written request to work outside Government's regular working hours per Deliverables list.

1-5, Definitions and Acronyms: listed in attachment definitions and acronyms.

2. Management and Administration

2-1, Required Conferences and Meetings: The Contractor may be required to attend administrative and coordination meetings. Pre-performance request shall be submitted at least five (5) working days prior to desired conference date to the COR/PAR. The Contractor shall provide sign-in sheets and prepare minutes of all meetings and submit for review and comments. Comments received within two working days shall be incorporated into the minutes and a copy of the final revision shall be submitted for concurrence.

2-2, Contract Partnering Session Attendees: The Contractor shall bring the necessary personnel to successfully partner on this contract. This contract mandatory key personnel are Project Manager (PM), Quality Manager (QM) and Site Safety and Health Officer (SSHO).

2-2-1, Key Personnel Requirements: The Contractor shall comply with the personnel requirements stated below.

The Contractor shall submit a List of Key Personnel and Qualifications per Deliverables list. The Contractor shall provide any additional information requested by the COR/PAR necessary to certify their qualifications.

The Contractor shall submit an Organizational Chart per Deliverables list, showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, Environmental/Energy Manager and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract. Key personnel shall be able to speak, read and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures or an interpreter shall be made available at no additional cost to the Government.

2-2-1a, Project Manager (PM): The Contractor shall provide a PM and designated alternate, as applicable, who have full authority to act on behalf of the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site during performance work and shall be available on-site within 24 hours after the Government requests. The PM shall have satisfactory relevant experience at a comparable level of responsibility on contracts of similar size, scope and complexity.

2-2-1b, Quality Manager (QM): The Contractor shall provide a Quality Manager or designated alternate and shall be on-site during performance work, and shall be available on-site within 24 hours after the Government request. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project Manager.

The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract:

The Quality Manager shall have satisfactory experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO and PM, and Environmental/Energy Manager but shall have fulfilled the pre-requisite qualification and experience.

2-2-1c, Site Safety and Health Officer (SSHO): The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and Government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.

A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Person(s) to the COR/PAR for acceptance in consultation with the Safety Office.

The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:

The SSHO shall have satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and have completed the OSHA 30-hour construction safety class or equivalent. The SSHO shall maintain competency through 24 hours of formal safety and health related coursework every four (4) years. The SSHO may be the same person as the Quality Manager or PM but shall have fulfilled the pre-requisite qualification and experience.

Note: The Japan Construction Occupational Safety and Health Association (JCOSHA) provides the construction site safety and health management course “KOUJI SHUNIN COURSE”, or “SYOCHOU COURSE”, which is as acceptable equivalent to the 30-hours OSHA safety class. This training can be viewed at the JCOSHA website.

<https://www.kensaibou.or.jp/seminar/center013.html?page=1> or <https://www.kensaibou.or.jp/seminar/center012.html?page=1>

These training courses have five (5) years of validated date. SSHO shall maintain renewal of certificate. The information of SSHO refresher course can be viewed at the below website.

<http://www.kensaibou.or.jp/seminar/information.aspx?LevelId=107>

2-2-1d, Environmental/Energy Manager: The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The Environmental/Energy Manager shall develop, implement and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy.

The Environmental/Energy Manager shall have a minimum one (1) year experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.

The Contractor environmental manager shall complete all applicable ECATTS training modules and/or equivalent training(s) on ECATTS web site <https://environmentaltraining.ecatts.com/>, and shall obtain and submit a certificate.

2-3, Invoicing Procedures: Refer to part C for invoicing instructions and following web sites.

Wide Area Work Flow (WAWF) web site:

<https://wawf.eb.mil/>

Online training of WAWF web site:

<https://wawftraining.eb.mil/wbt/>

NAVFACFE portal for Contractors' information:

https://www.navfac.navy.mil/navfac_worldwide/pacific/fecs/far_east/about_us/contractors_information.html

2-4, Forms: Refer to attachment for all forms referenced of Contractor Incident Report System (CIRS), Fire Prevention Guide, Environmental Brief Checklist, Hazardous Substance Spill Contingency Plan, CFAY Solid Waste Tonnage Report, Environmental Protection Plan (EPP), Sample Form and Minimum Basic Outline for Accident Prevention Plans (APP), Sample Form of Activity Hazard Analysis (AHA) and Environmental Protection.

2-5, Government-Furnished Property, Materials and Services: In accordance with Section H, paragraph H.10 Government-Furnished Property and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, equipment and services for use in connection with this contract as stated below.

Unless otherwise specified or authorized by the KO, the Contractor shall not leave any materials, tools and equipment to be used under this contract at the work site after the completion of daily work and ensure no hazardous materials fall into nearby during performance.

All the work plan/stores/parking in the designated laydown area, and hereinafter required to be accepted by both of the NAVFAC Far East (FE) COR and the SRF site TPOC.

Except for items identified below as Government-Furnished, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services described in this PWS.

Government-Furnished Items will be provided in "AS-IS" condition and their use is at the option of the Contractor. The total or partial breakdown or failure of Government-Furnished Items shall not relieve the Contractor of the responsibility to perform the requirements of this contract.

At the completion of the contract, all Government-Furnished Items shall be returned to the Government in the same condition as received, except for reasonable wear and tear. Government-Furnished Items, which becomes worn out due to normal wear and tear, shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by Contractor negligence or abuse.

The Government may inspect Government-Furnished Items at any time and without notice

2-5-1, Government-Furnished Utilities: The Government will furnish water and electricity at existing outlets required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the COR/PAR. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site, and electrical transformer provisions on connections to electric lines. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government. Those shall meet all federal, local, and installation codes and regulations for electrical transformer provisions.

The Contractor is responsible for the cost of all utilities at all Government-provided facilities and any additional Contractor-owned facilities, at prevailing Naval Station rates. The Contractor will be billed directly for all utilities provided to all Contractor occupied facilities. Utility rates billed to the Contractor will be at the following rates. The quantities will be estimated where meters are not provided based on UFC 3-401-05N.

- (1) Electrical - the current rate for electrical services is \$242.01 MWH
- (2) Water - the current rate for water is \$13.74 per KGAL
- (3) Wastewater (Sewage) - the current rate for sewage services is \$8.88 per KGAL, based on 100% of the water consumption

Variations in Rates: Utility rates are subject to change. Changes in one or more utility rates shall not be basis for adjustment to the contract price or a claim unless the deviation from the quoted price for a utility rate exceeds 15%. When a utility rate varies by more than 15%, the contract price will be adjusted to reflect the amount the actual charge exceeds the rate quoted; however, the Government will only be liable for the amount of cost exceeding 15% of the rate quoted. For example, if a quoted rate increases by 16%, the Government will only be liable for 1% of the rate increase. Vice versa if the quoted rate decreases by 16%.

2-5-2, Government-Furnished Materials (GFM): N/A

2-5-3, Government-Furnished Services (GFS): N/A

2-6, Contractor-Furnished Items: Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The COR/PAR may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Safety Data Sheets (SDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.

2-7, Management: The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost

accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.

2-7-1, Work Reception: Unless otherwise specified hereinafter, the Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble calls during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.

2-7-2, Work Control: The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the COR/PAR. A status update of any item of work must be provided within two (2) hours of the inquiry during regular working hours, and by 0900 the following work day for inquiries after regular working hours.

2-7-3, Deliverables/Submittals: Records and reports are specified in spec package and listed as deliverables in Deliverables list. Except where otherwise specified, all deliverables shall be submitted electronically in a Microsoft Office Version 2010 compatible format. Deliverables shall be unprotected and capable of being sorted by CLIN, work order number, asset number, section, annex/sub-annex, spec item and ELIN/Sub-ELIN or clause. All formulas shall be traceable. The Contractor shall submit accurate and complete documents within the required timeframes as specified in Deliverables list. Government acceptance of deliverables shall not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.

2-7-4, Quality Management (QM) Plan: The Contractor shall submit per deliverables list to the COR/PAR a Quality Management (QM) Plan for approval prior to pre-performance conference. The Contractor's QM Plan shall provide prime Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

The QM Plan shall include, at a minimum, the following:

- (1) Policy and objectives of Quality Management System (QMS). The system must cover all contract services, specify work to be inspected on either a scheduled or unscheduled basis, and describe how inspections are to be conducted.
- (2) Approach to assuring quality of services provided and conformance with performance objectives and standards.
- (3) Methods and procedures for effective planning, operation and control of processes and performance of work.
- (4) List of Key Personnel Qualifications and Organizational Chart Responsibilities & lines of authority.
 - o The key personnel name(s) and qualifications of the individual(s) responsible for performing the quality manage inspections, and the extent of their authority.
 - o List of Employee. The list shall be included employee's name, year of birth, gender, nationality or current home city/town name, affiliation prime/sub-contractor names, job position and/or type of job, type of employment and any license for related this contract, unless otherwise directed by the COR/SPAR.
- (5) Vehicle insurance, inspection certificate and registration: All vehicles shall display of valid inspection certificate sticker and registration number plate. All vehicles shall meet all other requirement of local regulations, such as safety standards, and shall carry proof of insurance, inspection certificate and registration. The Contractor shall maintain of current vehicle insurance, inspection certificate and registration and submit per Deliverables list.
The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. Decals shall be placed inside each of the Contractor's vehicles in a manner they are clearly visible.

Note: The Contractor shall compile all required documents described/covered above and submit it to the KO through the COR/PAR. All Contractors shall obtain required passes for the Contractor's employees and vehicles. The Government Pass Office will issue passes without charge. Passes shall be handled and returned in accordance with the policy of the Government Pass Office at each naval installation.

2-7-5, Contractor Safety Program: The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act. Contractor Safety Program shall be integrated following 2-7-5-1 through 2-7-5-1b, and per Deliverables list for approval by the COR/PAR prior to pre-performance conference or prior commences of perform site work.

2-7-5-1, Accident Prevention Plan (APP): The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.

The APP shall follow the abbreviated format and include, as a minimum, elements addressed in paragraph 11 of Appendix A of EM 385-1-1.

The Contractor shall submit an APP for acceptance per Deliverables list. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs as specified below. APP shall be including safety certification, the Contractor shall submit copies of all the required Japanese local and industry safety certifications for work performed under this contract.

These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification. Refer to attachment sample form of APP, unless otherwise directed by the COR/PAR.

2-7-5-1a, Activity Hazard Analysis (AHA): The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common work activities performed under this contract. AHAs shall be submitted with the APP. For contract modifications where changes are germane to the original contract, the Contractor shall revise applicable AHAs within two (2) calendar days after modification is signed.

AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:

- The steps of the service process;
- Identify potential hazards that exist as a result of the Contractor's service process within the environment;
- Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;
- Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;
- Inspection requirements to assure service activity is safe; and
- Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment.

During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the COR/PAR for review and acceptance.

Refer to attachment sample form of AHA, unless otherwise directed by COR/PAR.

2-7-5-1b, Occupational Risk and Compliance Plans: The Contractor shall develop, provide and implement occupational risk and compliance plans, as specified below, as necessary for the situation or types of work to be performed under this contract. These plans shall be submitted with the APP and shall be updated as situations change. Additional plans as referenced in Appendix A of EM 385-1-1 shall be developed as applicable when new types of work are required under this contract.

Note: If an item is not applicable because of the nature of the work to be performed, the Contractor shall state this exception and provide a justification in this plan.

- **Fall Prevention and Protection Plan:** The Contractor shall develop site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.C of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. A competent person for fall protection shall prepare and sign the plan.
- **Fire Prevention Program:** The Contractor shall develop a fire prevention program to include a fire prevention plan and annual survey to include elements addressed in paragraph 06.C and 09.A of EM 385-1-1, NFPA 10, NFPA 241, NFPA 51B, NFPA 70, and NFPA 70E. Refer to attachment of Fire Prevention Guide, unless otherwise directed by COR/PAR.
- **Public Safety:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall furnish at his/her expense and without cost to the Government, such flagmen and guards as necessary to give adequate warning to the public of any dangerous conditions to be encountered, and the Contractor shall furnish, erect, and maintain such fence, barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public.
- **Other Safety plan:** The Contractor shall describe and develop of other except above, comply with safety requirement in accordance EM 385-1-1 for this contract.

2-7-6, **Accident and Damage Reporting:** The Contractor shall notify the COR/PAR as soon as practical, but no more than four (4) hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$200,000 or any Weight Handling Equipment (WHE) accident. Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$200,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS), or hard copy submit via the COR/PAR per deliverables list as following. Required or special forms are provided within the forms in attachment Contractor Incident Report System (CIRS).

- An Initial Accident Reporting Notification Report shall be developed by the Contractor and provided to the KO immediately after that an accident, or near miss, has occurred. The Contractor may not have all the facts and information regarding the actual incident or near miss at the time of the initial report. However, it is the Government's desire to receive notification of all mishap situations as early as possible.
- The Contractor shall develop a Follow-on Accident Reporting Notification Report and shall provide a copy to the KO by close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning. Follow-on reports shall be required daily until the Contractor can send a final, conclusive report of the nature, cause, and outcome of the accident.
- The Contractor shall provide a Final Accident Reporting Notification Report of the accident to the KO within 24 hours after completing the investigation of the accident.

The Contractor shall conduct an accident investigation for any weight handling equipment accident (including rigging gear accidents) to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and submit per Deliverables list. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the COR/PAR. The WHE accident report form is provided within the in attachment Safety Requirement for Crane Operation.

2-7-6a, **Accident Reporting and Notification Criteria:**

The following criteria and definitions apply to the accident reporting requirements specified above:

Recordable Injuries or Illnesses; any work-related injury or illness that results in:

- (1) Death, regardless of the time between the injury and death, or the length of the illness;
- (2) Days away from work (any time lost after day of injury/illness onset);
- (3) Restricted work;
- (4) Transfer to another job;
- (5) Medical treatment beyond first aid;
- (6) Loss of consciousness; or
- (7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

High Visibility Accident: Any mishap which may generate publicity or high visibility.

Medical Treatment: Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even though provided by a physician or registered personnel.

WHE Accident: A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)

2-7-7, Fire Protection: The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.

2-7-8, Monthly On-Site Labor Report: The Contractor shall submit a Monthly On-Site Labor Report per Deliverables list. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.

2-7-9, OSHA Citations and Violations: The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Deliverables list.

2-7-9a, Japanese Labor Standards Inspection Office (LSIO) Citations and Violations: If the Contractor not applicable above OSHA Citations and Violations, the Contractor shall correct violations and citations promptly and provide a copy of each LSIO citation and LSIO report with written LSIO Citations and Violations Corrective Action Report per Deliverables list.

2-7-10, Safety Inspections and Monitoring: The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:

- The site is safe and free of job-site hazards.
- Proper PPE is being utilized and worn.
- Safe work practices and processes are being followed.
- Workers are familiar with the hazards covered in the respective AHA for that work activity.
- All equipment and tools are in good condition and being used safely.

The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. The Contractor safety records shall be available to the COR/PAR upon request.

Whenever the COR/PAR becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the COR/PAR will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the COR/PAR may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.

2-7-11, Safety Requirements for Crane Operation: The Contractor shall comply with the Attachment SAFETY REQUIREMENT FOR CRANE OPERATION.

2-8, Environmental Protection (requirements): The Contractor shall comply with all applicable Japanese laws, regulations, and with base-wide instructions, standards, and permit requirements. The Contractor shall develop and submit Environmental Protection Plan (EPP) per Deliverables list. Refer to attachment "Environmental Protection Plan form" and "Environmental Protection" for detailed description on Environmental Protection.

Note: If applicable, the Contractor shall submit flowchart of industrial waste processing to CFAY Environmental department to notify via the COR/PAR per Deliverables list.

Non-Hazardous Waste Disposal: The Contractor shall dispose all wastes in accordance with all applicable Japanese laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All non-hazardous, non-regulated debris and rubbish resulting from the work under this contract excluding recyclable materials shall be disposed of at appropriate off installation waste handling facilities. All regulated, non-hazardous waste shall be disposed of in accordance with refer to attachment "Environmental Protection" Section 3.8 for detailed description on Solid Waste and Recycling.

Hazardous Waste Disposal: The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Japanese laws and regulations. No disposal of hazardous waste onboard the installation is allowed. Refer to attachment "Environmental Protection" Section 3.9 for detailed description on Hazardous Waste IAW JEGS and Which Includes, Specially Controlled Industrial Wastes, PCBs, Lead Based Paint (LBP) Dusts/Chips and Asbestos/Asbestos Containing Materials (ACM).

Spill Prevention, Containment, and Clean-up: The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Japanese laws and regulations or otherwise stated herein, and the installation's spill control plan as specified in attachment "HAZARDOUS SUBSTANCE SPILL CONTINGENCY PLAN" at no cost to the Government. Refer to attachment "Environmental Protection" Section 3.10 for detailed description on Spill Prevention, Containment and Clean-up.

Other environmental protection requirement: The Contractor shall describe and develop of other except above, comply with environmental protection requirement in accordance Environmental Protection and Department of Defense (DOD) Japan Environmental Governing Standards (JEGS) for this contract.

2-9, Warranty Management: Prior to performing repair work, the Contractor shall report to the COR/PAR any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The COR/PAR may provide available warranty documents

2-10, Recurring Exhibit Line Item Numbers (ELINs): N/A

3. Scope of Work: The Contractor shall verify all dimensions and existing conditions before commencement of work. The Contractor shall perform and complete this contract in accordance with Contractor's work plans approved by the Government. The schedule may be rescheduled depending on the site conditions and/or the Government operations. Unless otherwise specified or authorized by the KO, all works shall be performed in accordance with an equipment OEM's recommended procedures and standard, and ultrasonic methods in accordance with NAVFACINST 11230.1F. The work shall be conducted by the Contractor which having an experience with the UT operations and work procedures similar to those of this contract. The following subjects shall be included as the requirement, but not limited to:

a Conduct Ultrasonic Testing:

Ultrasonic Testing (UT) shall be conducted for the existing portal crane rails (LC42 and LC43) at DD6. The Contractor shall conduct UT for the existing four (4) rails specified as follows:

Location	Rail type	Joint description	Rail length	Quantity	Existing crane
DD#6 Stbd Side	JIS 60kg rail	Jointed rail / fish plates & fish bolts	350 m	2 each	LC42
DD#6 Port Side	JIS 60kg rail	Jointed rail / fish plates & fish bolts	350 m	2 each	LC43

Stbd = Starboard

m = meter(s)

Note: Refer to the attachment "References and Technical Documents" for the details of the existing rails. Historical data and supporting information provided is intended to illustrate the volume of work orders issued and examples of work that has been performed in the past and is not to be construed as a limiting factor to works ordered and performed in the future.

b Inspection with Ultrasonic Testing:

Ultrasonic inspection is a non-destructive test method for revealing internal discontinuities in dense homogenous materials by means of acoustic waves of frequencies above the audible range. Ultrasonic testing is the recommended method for nondestructive testing of readily accessible rail. Ultrasonic testing is an economical method of checking long lengths of trackage and rail encased in pavement.

c Inspection with Calibration:

Ultrasonic inspection equipment shall be calibrated to ensure reliable interpretation of responses. The approximate smallest indication that can be consistently detected include, but are not necessarily limited to, the following simulated, "marginal" defects.

- (1) A one-quarter (1/4) inch diameter hole drilled horizontally through the rail head.
- (2) A bolt hole through the web.
- (3) A horizontal one-half (1/2) inch long sawn crack between the head and the web.
- (4) A vertical one-half (1/2) inch long sawn crack in the web (optional depending on equipment available).

d Removal and Cleanness:

The contractor shall verify the equipment location is free of debris and/or flammable material before/end of commencement of the works daily. The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. Unless otherwise specified or authorized by the KO, All such debris, materials/equipment, and tools shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks caused by operations of the Contractor shall be removed properly.

Note: The Government will be responsible for removing any their own equipment from the area where the Contractor will perform works.

Note: The Contractor is responsible for all costs involved with re-inspection and retesting required to correct discrepancies discovered during testing and the subsequent retesting required, including all costs and expenses incurred by the Government Furnished Inspector. The Government will conduct the crane operation, and crane operator will be provided by the Government.

3-1, Certification, Training, and Licensing: The Contractor shall submit the applicable portions proof of all certification, training, and licensing requirements per deliverables list.

- Operators of the ultrasonic equipment shall be certified to Level 2 qualification of JSNDI (Japan Society for Non-destructive Inspection), which approved to be the alternative of NAVFACINST 11230.1F, (paragraph 1.6.1.1), in this Contract.
- Personnel working with or on electrical or electronic equipment must be trained and certified per NAVFAC MO-200 or the electricians who have license of first grade electrician, "Dai-1-syu Denki Kohjishi", or second grade electrician, "Dai-2-syu Denki Kohjishi", shall perform electrical work.
- All maintenance trade personnel certifying or inspecting repair or maintenance work that does not require an inspector certified by a governing directive shall be qualified at the journeyman level.

3-2, Scope of Work Completion Reports: The Contractor shall submit the scope of work completion reports per deliverables list. The report shall include results/records of all applicable tests performed, conditions/defects found, any discrepancies and/or inconsistencies, adjustments made, and any pertinent recommendation for major repair, rebuild and/or replacement of components as the applicable. The results/records shall be listed with conditions/defects found, and the rail description. The all data shall be specified clearly and recorded with the new data each appropriately. All reports and documents shall comply with an equipment OEM's recommended procedures, standard, laws, and regulations. The work completion reports shall be included the following, but not limited to:

- Date(s) and times of work performed.
- Location info for work performed.
- Labor hours for work performed at the site.
- Test equipment.
- Methods/procedures of testing.
- Test results with the location/point and nature of any internal rail defect found.
- Detailed records of testing.
- Name of supervisor and/or technician.
- Photos of tests.
- Technical comments/recommendations/remarks (e.g. rejection or degree-of-hazard of all potential defects).
- Descriptions of the job specification as required additionally.

Note: The Contractor shall submit additional deliverables upon the Government's request. The additional requirements which include modified work completion reports, cost breakdown, and the Government's request for proposal (RFP) as a general deliverables at no additional cost to the Government.

DELIVERABLES LIST

All deliverables must be submitted in accordance with following list in a timely manner.

Spec Item	Deliverable Title	Date (s) of Submission	Distribution		Frequency
			Original	Copies (including original)	
1-3	Work Schedule	Within seven (7) calendar days after COR/PAR approved of QM plan, Contractor Safety Program and CFAY Environmental approved of EPP.	KO via COR/PAR	1	Once after award, when changed, and when requested by KO.
1-4-2	Request to Work Outside Government's Regular Working Hours	At least four (4) calendar days prior to requested day.	KO via COR/PAR	1	As requested by Contractor.
2-1	Pre Performance Conference Request	At least five (5) working days prior to desired conference.	KO via COR/PAR	1	Once after award.
2.1	Sign-In Sheets and Minutes	Within two (2) working days.	KO via COR/PAR	1	As required.
2.1	Final Revision of Minutes	Within two (2) working days.	KO via COR/PAR	1	As required.
2-2-1	List of Key Personnel Qualifications and Organizational Chart	As a part of the QM plan.	KO via COR/PAR	1	Once after award, when changed, and when requested by KO.
2-2-1d	ECATTS Training Certificate	Submitted with the EPP.	KO via COR/PAR	1	Once after award, when changed, and when requested by KO.
2-3	The Contractor's Invoicing	Any day on Monday through Friday except observed Federal holidays.	KO via WAWF	1	Monthly.
2-7-2	Work Status Report	Verbal scheduling and status reports shall be provided when requested by the KO within two (2) hours.	KO via COR/PAR	1	When requested by the KO.
2-7-4	Quality Management (QM) plan	Within 21 calendar days after award, and within seven (7) calendar days of any change.	KO via COR/PAR	1	Once after award, and when changed.
2-7-5	Contractor Safety Program	Within 21 calendar days after award, and within seven (7) calendar days of any change.	KO via COR/PAR	1	Once after award, and when changed.
2-7-5-1	Accident Prevention Plan (APP)	As a part of Contractor Safety Program	KO via COR/PAR	1	Once after award, and when changed.
2-7-5-1	Safety Certifications	As a part of the APP.	KO via COR/PAR	1	When certifications renewal.
2-7-5-1a	Activity Hazard Analysis report (AHA)	As a part of the APP and within two (2) calendar days after modification is signed.	KO via COR/PAR	1	Once after award, and when changed.
2-7-6	Accident and Damage Reporting (CIRS)	Report to the KO within not later than four (4) hours.	KO via COR/PAR	1	When accident occurred.
2-7-6 and 2-7-6a	Weight Handling Equipment Accident Report (CIRS)	Report to the KO within not later than four (4) hours.	KO via COR/PAR	1	When accident occurred.
2-7-6	Initial Accident Reporting Notification Report (CIRS)	Within not later than one (1) hour after an accident or near miss occurred.	KO via COR/PAR	1	When accident and near miss occurs.

DELIVERABLES LIST

Spec Item	Deliverable Title	Date (s) of Submission	Distribution		Frequency
			Original	Copies (including original)	
2-7-6	Follow-on Accident Reporting Notification Report (CIRS)	Close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning.	KO via COR/PAR	1	When accident occurred.
2-7-6	Final Accident Reporting Notification Report (CIRS)	Within 24 hours after completing the investigation of the accident.	KO via COR/PAR	1	When accident occurred.
2-7-8	Monthly On-Site Labor Report	Within two (2) calendar days following the end of month.	KO via COR/PAR	1	Monthly.
2-7-9a	LSIO Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO via COR/PAR	1	As required.
2-8	Environmental Protection Plan (EPP)	Within 21 calendar days after award, and within seven (7) calendar days of any change.	KO via COR/PAR	1	Once after award, and when changed.
2-8	Flowchart of industrial waste including manifest	As a part of the EPP.	KO via COR/PAR	1	Once after award and when changed.
3-1	Certification, Training and Licensing	As a part of the QM plan.	KO via COR/PAR	1	Once after contract award.
3-2	Scope of Work Completion Reports	Within 21 calendar days after completed scope of work.	KO via COR/PAR	1	Once after contract award.

Note:

- 1) Unless otherwise specified in the spec package, all deliverables shall be obeyed the following method.
- 2) The deliverables PDF files under 10 M bytes shall send by e-Mail to KO via COR/PAR or shall submit recorded CD/DVD media to KO via COR/PAR.
- 3) The deliverables PDF files over 10 M bytes shall submit recorded CD/DVD media to KO via COR/PAR.
- 4) The Contractor shall submit additional quantity of deliverable PDF files and /or PDF files (Reports) not specified in above (The related PDF files of this Contract only) when KO requests.
- 5) The Contractor is responsible to re-submit and provide corrections for all deliverables that do not meet contract requirements at no additional cost to the Government.

<u>ATTACHMENT TITLE</u>
Definitions and Acronyms
Reference, Instruction Directive
Contractor Incident Report System (CIRS)
Contractor's Fire Prevention Guide Form
Environmental (EV) Brief Checklist for Contractor and Sub-contractor(s)
Hazardous Substance Spill Contingency Plan
CFAY Solid Waste Tonnage Report
Environmental Protection Plan (EPP) Form
Sample Form and Minimum Basic Outline for Accident Prevention Plans (APP)
Sample Form of Activity Hazard Analysis (AHA)
Safety Requirement for Crane Operation
Environmental Protection
Location Map and Site Map
References and Technical Documents

DEFINITIONS AND ACRONYMS

Definition	Description
Assessment	A general term referring to either a survey or inspection of a facility to determine condition.
Asset	A general term used to refer to an item, such as a component, system, building or facility, which is managed by an automated data management program.
Competent Person	A person who has the professional experience and training necessary to identify existing and predictable hazards at a work or service environment, and who has the authority to take prompt and corrective action to eliminate or remove dangers from the environment. One who can identify existing and predictable hazards in the working environment or working conditions that are dangerous to personnel and who has authorization to take prompt corrective measures to eliminate them.
Component Inventory Management Unit (CIMU)	An organization of like-kind real property into manageable maintenance units. CIMU is a building component, group of components or component assemblies, serving a specific purpose in a facility that can be expected to follow a common and predictable lifecycle behavior. This class of non-equipment will include items such as exterior walls, exterior windows, interior finish, and roofs. This class of equipment will include items such as fan coil units, air handling units, lighting, and water closets. CIMUs can include one or more items of installed equipment typically subject to routine scheduled maintenance.
Confined Work Space	A space that is large enough and so configured that a person may bodily enter a space (such as in tanks, vessels, silos, storage bins, hoppers, vaults, pits, and like spaces where there is limited means of entry) and is hindered or restricted from escaping during an emergency.
Construction Equipment	<p>Construction equipment refers to specialized heavy machinery that covers one industry and is specifically designed for executing construction work. Construction equipment requirements shall include a list of equipment establishing the size, quality, number of units, and unit prices. Construction equipment prices provided by the Contractor shall be the lowest price available considering the availability of equipment and the time constraints of the job. The direct equipment price shall be adjusted by all discounts and rebates that accrue to the Contractor.</p> <p>All indirect cost associated with construction equipment, such as: the Contractor's hourly composite trade wage, adjusted to allow for workforce productivity; sub-contractor cost, costs for pre-expended bin materials, shipping and handling, union agreements, crew sizes, hand tools, universal equipment (excluding construction equipment), mobilization, demobilization, payroll burdens and fringes, overtime, job (field) overhead (including clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance), general and administrative (home office) overhead, profit, and all other associated markups shall not be included in the equipment price since the cost for these items were included in the labor hour unit price bid. Additionally, time for job preparation, safety standby personnel, and similar indirect labor elements shall not be included.</p>
Contracting Officer (KO)	That individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
Contracting Officer's Representative (COR)	The individual appointed by the KO responsible for monitoring the Contractor's technical compliance and progress, relative to assigned contract(s)/orders(s), based on the contract requirements specified in the PWS and in accordance with the PAP. The COR performs a variety of contract administration duties that includes oversight of PA, documenting and rating Contractor performance, reviewing invoices, and acceptance of work. Assignment as a COR is a collateral duty typically performed by the FSCM or SPAR.
Contractor	That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award. The term Contractor as used

DEFINITIONS AND ACRONYMS

Definition	Description
	herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall insure that subcontractors comply with the provision of this contract.
Contractor Representative	That individual appointed by the Contractor, either orally or in writing, who has been assigned responsibility for executing the requirements of this contract.
Direct Material Costs	The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment and discounts or rebates for core value or salvage value that accrue to the Contractor. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The Government retains the right to obtain additional quotes in questionable situations. The lowest price will be used.
Electronic Operation And Maintenance And Support Information (eOMSI)	A set of consultant-prepared data and document files that contain detailed, as-built technical information that describes the efficient, economical and safe operation, maintenance and repair of a facility, plant, equipment or system throughout its life cycle. Generally, it is prepared during construction and submitted upon completion of a new facility or major facility upgrade. eOMSI's typically include asset information, staffing and budgeting information, supply support including critical spare parts, operating procedures, troubleshooting and diagnostic guides, extended warranty data, maintenance task frequencies and documentation, technical data, repair procedures and manufacturer's product data. eOMSI data and document files are provided in electronic formats.
Equipment	Tangible asset that is functionally complete for its intended purpose, durable, and non-expendable.
Facility	A building or structure designed and created to serve a particular function.
Fixed Burden Rate (FBR)	<p>The additional costs (expressed in percent of direct material cost) for ordering, handling, and stockpiling materials and repair parts. For example, if the offeror's Fixed Burden Rate for materials in the Base Period is 10% then:</p> $\$100,000.00 + (\$100,000.00 \times 10\%) = \$110,000.00$ <p>The Government will compensate the Contractor for the required parts and materials and not the total amount shown in Schedule of Indefinite Delivery Indefinite Quantity Work.</p>
Frequency Of Service	<p><<Note to Spec Writer: Edit as appropriate>></p> <p>Annual (A). Services performed once during each 12-month period of the contract at intervals of 335 to 395 days.</p> <p>Biennial (B). Services performed once during each 24-month period of the contract at intervals of 670 to 790 days.</p> <p>Daily (D5). Services performed once each calendar day, Monday through Friday, including holidays unless otherwise noted.</p> <p>Daily (D7). Services performed once each calendar day, seven days per week, including weekends and holidays.</p> <p>Monthly (M). Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days.</p> <p>Quarterly (Q). Services performed four times during each 12-month period of the contract at intervals of 80 to 100 calendar days.</p> <p>Semiannual (SA). Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days.</p> <p>Semimonthly (SM). Services performed 24 times during each 12-month period of the contract at intervals of 14 to 16 calendar days.</p> <p>Three times weekly (3W). Services performed three times a week, such as Monday, Wednesday, and Friday.</p> <p>Twice weekly (2W). Services performed twice a week, such as Monday and Thursday or Tuesday and Friday.</p>

DEFINITIONS AND ACRONYMS

Definition	Description
	Weekly (W). Services performed 52 times during each 12-month period of the contract at intervals of six to eight calendar days.
Government Furnished Property (GFP)	Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. Government furnished property includes, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification. Government furnished property also includes contractor acquired property if the contractor acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.
Hazardous Material (HM)	A material that because of its quality, concentration, physical, chemical or infectious nature may pose a threat to human health or the environment if released or spilled into the environment or any material designated by the Department of Transportation (DOT) or any materials that require a SDS form as posing a potential threat while being transported. Hazardous materials are listed in 49 CFR Part 172.
Hazardous Waste (HW)	A discarded material (or solid waste) that may be solid, semi-solid, liquid, or contained gas, and either exhibits a characteristic of a hazardous waste as defined in JEGS Section AP1.1 or is listed as a hazardous waste in JEGS Tables AP1.T1 through AP1.T4. Excluded from this definition are domestic sewage sludge, household wastes, and medical wastes.
Hazardous Waste Management Plan	CFAY develops and maintains the latest Hazardous Waste Management Plan which addresses management of hazardous waste from identification to disposal within CFAY AOR.
Infrastructure Condition Assessment Program (ICAP)	A Navy automated data management program that utilizes historical asset lifecycle data and a structured assessment process to evaluate the condition facilities and their components.
Inspection	A rigorous, detailed assessment of the condition of a facility performed to generate a fundable scope and cost estimate for prioritization and funding of maintenance and repair.
Integrated Maintenance Program (IMP)	IMP is a recurring state-of-the-art, reliability-centered inspection, testing, maintenance and repair program that determines best practices for managing the functions and consequences of failures of facilities equipment and system components. IMP encompasses accepted commercial practices, including reactive, preventive, predictive and proactive maintenance, into one optimal program. The IMP approach gives the Contractor full responsibility to maintain systems and equipment and perform repairs whenever necessary to ensure equipment and systems are operational and remain in a constant state of readiness. Service orders will not be issued for accomplishment of repairs on systems and equipment maintained under IMP.
Job or Work Order	An authorization for work that requires planning and estimating and has an individual line of accounting for financial and performance evaluation.
Less-than-90-day Accumulation Areas or Storage Facilities	Temporary HW storage areas where HW may be stored for up to 90 days without a RCRA permit.
Maintenance And Repair	The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. Maintenance/repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair.
Monthly On-Site Labor Report	A compilation of all Contractor and subcontractor employee-hours involved in delivering contract services on a Government property.
NAVFAC MAXIMO	A specially configured software version of MAXIMO®, a commercially available computerized maintenance management system (CMMS), adopted by NAVFAC for enterprise facility asset data management. The terms “MAXIMO”, “NAVFAC MAXIMO” or “Government’s MAXIMO” shall be used interchangeably in the document.

DEFINITIONS AND ACRONYMS

Definition	Description
Non-Regulated Solid Waste (Debris and Rubbish)	Waste not associated with an industrial process such as refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food. Non-hazardous construction and demolition wastes such as dimension and non-dimension lumber, plywood, chipboard, and hardboard are included.
Partnering	The terms “partnering” and “partnership” used herein shall mean a relationship of open communication and close cooperation that involves both Government and Contractor personnel working together for the purpose of establishing a mutually beneficial, proactive, cooperative environment within which to achieve contract objectives and resolve issues and implementing actions as required.
Performance Assessment	A method used by the Government to provide some measure of control over the quality of purchased goods and services received.
Performance Assessment Representative (PAR)	The individual(s) assigned as a Technical Point of Contact (TPOC) / Subject Matter Expert (SME) to the COR to perform duties as the on-site representative who assesses Contractor performance. The PAR periodically observes Contractor performance, reviews delivered services, reviews quality management corrective actions, periodically assesses and documents Contractor performance on PAWs and the MPAS, and communicates findings as necessary with the Contractor, SPAR, and COR.
Pre-Expended Bin Materials And Supplies	The minor materials and supplies that are incidental to the job, for which the total direct cost of any one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, plumbers tape and compound, clips, welding rods, and touch up paint.
Property Administrator	An authorized representative of the Contracting Officer who is responsible for administering contract property requirements, terms and conditions of the contract
Property Management Program	A Government program established for the purpose of reviewing and approving the Contractor’s Property Management Plan and System through performance of a system analysis whenever government property is in the possession of the Contractor.
Quality Assurance (QA)	The planned and systematic activities implemented in a quality system so that quality requirements for a product or service will be fulfilled.
Quality Control (QC)	The observation techniques and activities used to fulfill requirements for quality.
R. S. Means	A data collection and organization system developed by R. S. Means Company which can be used to prepare accurate, dependable construction estimates and budgets in a variety of ways. The Contractor shall use the latest edition. Material prices are based on a national average and computed labor costs are based on a 30-city national average. An estimate prepared using this data is called a "Means estimate"; data may simply be referred to as "Means".
Real Property Inventory Equipment (RPIE)	A Government owned or leased individual pieces of equipment, apparatus, or fixture that are essential to the function of the real property (i.e. plumbing, electrical, heating, cooling and elevators). It is physically attached to, integrated into, and built in or on the property. Individual RPIE’s can be combined to make a CIMU to facilitate facilities management. An individual RPIE can also be a CIMU if the equipment is complex enough to require its own management planning.
Regulated Waste	Any hazardous, non-hazardous, industrial process waste (aka special waste), e-waste, and/or off-specification HM, which because of its physical characteristics, chemical make-up or biological nature requires either special handling procedures and permitting, or poses an unusual threat to human health, equipment, property, or the environment. Examples include (but are not limited to) liquid sludge, pastes, and/or filter cakes, chemical compounds and/or petroleum products, fine powders or highly dusty materials, spent blast media and/or grit, demolition wastes from industrial facilities, debris and/or residues from spill cleanup work, underground storage tank remediation materials, pollution control wastes, ash from fires, furnaces, boilers or incinerators, off-

DEFINITIONS AND ACRONYMS

Definition	Description
	specification products, other materials that have the potential to be a hazardous waste. All RW may be used or unused excess hazardous materials. Laboratory analysis may be required to verify the waste is not a RCRA-regulated hazardous waste.
Response Time	The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate personnel, tools, equipment, and materials, ready to perform the work required.
Sampling Plan	Plan and procedures to conduct sampling, field testing and laboratory analysis for a defined testing objective.
Satellite Accumulation Areas	Designated approved areas, at or near the point of generation and under the control of the operator generating the waste, where no more than 55 gallons (cumulative total) of all types of HW or 1 quart of acutely HW may be accumulated. The 55-gallon limit does not include non RCRA regulated waste, universal waste and used oil etc.
System	An assemblage of mechanically and/or electrically interlocked parts, equipment and/or components forming a unitary whole.
Unit Priced Labor (UPL) Hour	The unit price bid by the Contractor to perform one hour of work-in-place. With the exception of direct material and construction equipment costs, the unit priced labor hour price shall include all indirect and direct costs associated with performing work, such as: the Contractor's hourly composite trade wage, adjusted to allow for workforce productivity; sub-contractor cost, costs for pre-expended bin materials, shipping and handling, wage determinations, union agreements, crew sizes, hand tools, equipment, universal equipment (excluding construction equipment), mobilization, demobilization, payroll burdens and fringes, overtime, job (field) overhead (including clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance), general and administrative (home office) overhead, profit, and all other associated markups. Any indirect cost or additional markups not allowed in the definition of direct materials shall be included in the UPL price. Additionally, time for job preparation, safety standby personnel, and similar indirect labor elements are included.
Universal Equipment	Universal equipment refers to equipment that can cover two or more industries and is commercially employed in execution of operation, maintenance, and repair work, such as: Aerial Work Platforms, Backhoes, Cranes, Dump Trucks, Excavators, Generators, Graders, Lifts, Loaders, Man Lifts, Monitoring and Test Equipment, Pumps, Tractors, Trailers, etc.
Utility Infrastructure Condition Assessment Program (UICAP)	A comprehensive assessment processes for planning, managing, and executing Navy utility infrastructure inspections.

DEFINITIONS AND ACRONYMS

Acronym	Title
ACM	Asbestos Containing Material
ACO	Administrative Contracting Officer
AHA	Activity Hazard Analysis
APP	Accident Prevention Plan
BW	Biweekly
CDR	Contract Discrepancy Report
CFR	Code of Federal Regulations
CIA	Controlled Industrial Area
CIMU	Component Inventory Management Unit
CIRS	Contractor Incident Reporting System
CMMS	Computerized Maintenance Management System
CNSSI	Committee on National Security Systems Instruction
COMFLEACT	Commander, Fleet Activities
COR	Contracting Officer Representative
COR	Condition of Readiness
CPARS	Contractor Performance Assessment Reporting System
CPG	Comprehensive Procurement Guideline
CSP	Certified Safety Professional
DBH	Diameter at Breast Height
DBIDS	Defense Biometric Identification System
DCR	Direct Condition Rating
DLA	Defense Logistics Agency
DoD	Department of Defense
DoDI	Department of Defense Instruction
DoN	Department of Navy
DRMO	Defense Reutilization Management Office
eCMRA	Enterprise-wide Contractor Manpower Reporting Application
ELINs	Exhibit Line Item Numbers
EMSs	Environmental Management Systems
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
EPEAT	Electronic Product Environmental Assessment Tool
EPP	Environmental Protection Plan
ESAMS	Enterprise Safety Applications Management System
FAR	Federal Acquisition Regulation
FEMP	Federal Energy Management Program
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act
FOUO	For Official Use Only
FSC	Facility Support Contract
FSCM	Facility Support Contract Manager
FY	Fiscal Year
GIS	Geospatial Information System
GFE	Government-furnished Equipment
GFF	Government-furnished Facilities
GFM	Government-furnished Materials
GFS	Government-Furnished Services
GOJ	Government of Japan
GPC	Government Purchase Card
GPR	Ground Penetrating Radar
HAP	Hazardous Air Pollutant
HCA	Head Contracting Agency
ICAP	Infrastructure Condition Assessment Program
ICP	Integrated Contingency Plan
iNFADS	Internet Navy Facilities Asset Data Store

DEFINITIONS AND ACRONYMS

Acronym	Title
IPM	Integrated Pest Management
IPMIS	Integrated Pest Management Information System
IPMP	Integrated Pest Management Plan
ISO	Industrial Security Office
JCOSHA	Japan Construction Occupational Safety and Health Association
JPAS	Joint Personnel Adjudication System
KO	Contracting Officer
LAN	Local Area Network
LBP	Lead Based Paint
LHE	Load Handling Equipment
LSIO	Labor Standards Inspection Office
M	Monthly
MAP	Maintenance Action Plan
MDI	Mission Dependency Index
MEP	Mechanical, Electrical and Plumbing
MLR	Multiple Lift Rigging
MPAS	Monthly Performance Assessment Summary
MRI	Mission Readiness Index
NAVFAC	Naval Facilities Engineering Command
NIST	National Institute of Standards and Technology
NIST SP	National Institute of Standards and Technology Special Publication
NMCI	Navy Marine Corps Intranet
NOSC	Navy-On-Scene Coordinator
OEM	Original Equipment Manufacturer
OPNAV	Chief of Naval Operations
PAP	Performance Assessment Plan
PAR	Performance Assessment Representative
PAW	Performance Assessment Worksheet
PCBs	Polychlorinated Biphenyls
PM	Project Manager
PM	Planned Maintenance or Preventative Maintenance
PRCSP	Permit Required Confined Space Program
PWS	Performance Work Statement
PWO	Public Works Officer
Q	Quarterly
QC	Quality Control
QM	Quality Management
QMS	Quality Management System
QRP	Qualified Recycling Program
RFP	Request for Proposal
ROM	Rough Order of Magnitude
RPIE	Real Property Inventory Equipment
RSL	Remaining Service Life
RSO	Radiation Safety Officer
SAAR	Systems Authorization Access Request
SC	Security Clearances
SCA	Service Contractor Administrator
SDS	Safety Data Sheets
SECNAV	Secretary of the Navy
SM	Semimonthly
SOH	Safety and Occupational Health
SPAR	Senior Performance Assessment Representative
SRF	Naval Ship Repair Facility
SSHO	Site Safety and Health Officer

DEFINITIONS AND ACRONYMS

Acronym	Title
TE	Technical Exhibit
U/FOUO	Unclassified, For Official Use Only
UPL	Unit Priced Labor
UPT	Unit Priced Task
USFJ	United States Forces, Japan
VIQ	Variation in Quantity
WAWF	Wide Area Work Flow
WBS	Work Breakdown Structure
WHE	Weight Handling Equipment

REFERENCE, INSTRUCTION DIRECTIVE

<u>Reference</u>	<u>Title</u>
EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements, http://www.usace.army.mil/Safety-and-Occupational-Health/EM-385-1-1-2008-Being-Revised/ or http://www.usace.army.mil/Safety-and-Occupational-Health/Safety-and-Health-Requirements-Manual/
JIS	Japanese Industrial Standards http://www.jisc.go.jp/
JEGS	Department of Defense (DoD) Japan Environmental Governing Standards (JEGS) English Version: http://www.usfj.mil/Portals/80/hopkins/JEGS%202018%20Version%201.1.pdf?ver=2018-12-19-220356-840
OEM	TOKYO KEIKI INC. https://www.tokyoikeiki.jp/ - PRD-300 https://www.tokyoikeiki.jp/products/detail.html?pdid=116
NAVFAC P-307	NAVFAC P-307 http://www.navfac.navy.mil/navfac_worldwide/specialty_centers/ncc/about_us/resources/p307.html
NFPA 70	National Electrical Code http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=70
P.L. 91-596	Occupational Safety and Health Act, http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=OSHACT&p_id=2743
CFR	Code of Federal Regulations http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR
Rodo Anzen-Eisei Ho, & Rodo Anzen-Eisei Kisoku	Law and regulation of Industrial Safety and Health for Labor http://law.e-gov.go.jp/htmldata/S47/S47HO057.html http://law.e-gov.go.jp/htmldata/S47/S47F04101000032.html
Japanese Government Law	Law and regulation for Environmental by Japan Ministry of the Environment http://law.e-gov.go.jp/htmldata/H05/H05HO091.html
COMFLEACT YOKOSUKA INSTRUCTION 5530.6B	COMMANDER, FLEET ACTIVITIES, YOKOSUKA ACCESS CONTROL http://www.cnrc.navy.mil/content/dam/cnrc/cnrj/cfa_yokosuka/Instructions,%20Notices,%20Policies/COMFLEACTINST%205530.6B%20(25%20MAR%2013).pdf
COMFLEACTINST 5090.1D, Hazardous Waste Management	https://doni.documentservices.dla.mil/SECNAV%20Manuals1/5090.1.pdf

Initial Report

CONTRACTOR INCIDENT REPORT SYSTEM (CIRS)

Follow-up Report

Final Report

Date ____/____/____

1. Contract Information		Incident Information	
Prime Contractor:		Cage Code:	
Contract Number:		Installation of Incident:	
Task Order #:		Contracting Activity/ROICC Office:	
Contractor Contact Information			
Name (Last, First):		Phone #:	
Email Address:		Date Notified:	
2. Incident Type (Please Circle All That Apply)			
Assault/Violent Act	Extreme Environmental Exposure	Man over the side (No water entry)	
Diving	Falls, slip, trip, or bodily exertion	Man Overboard - Water Entry	
Electrical Shock/Burns	Fires - All Types	Material Handling Equipment	
Equipment Installation/Repair	Hazardous Material (any type)	Ordnance-Related (Explosive)	
Explosion, Non-Ordnance	Industrial (Select Additional Below)	Vehicle (Government or Private)	
Industrial Incident Additional Information (Please Circle All That Apply)			
Confined Space	Hand and Power Tools	Work Platforms and Scaffolding	
Demolition/Renovation	Rigging	Underground Construction, Shafts, and Caissons	
Trenching/Entrapment	Cranes and Hoisting Equipment	Concrete, Masonry, Steel Erection and Residential Construction	
Traffic Control	Floating Plant and Marine Activities	Tree Maintenance and Removal	
Welding and Cutting	Pressurized Equipment and System	Airfield and Aircraft Operations	
Control of Hazardous Energy	Fall Protection		

3. General Information		Incident Information	
Date of Accident:		Time of Accident:	
Describe the accident in detail in your words: <i>(Use the back of page if you need additional space)</i>			
Exact Location of Accident:			
Were Hazardous Material(s) Involved Yes No If Yes, Explain What Hazardous Materials Were Involved and Why:			
Who Provided Clean-up? Onsite Base Public			
Activity of the injured person at the time of incident:			
Personal Protective Equipment: (Circle Response) <div style="display: flex; justify-content: space-around;"> Available and used Available and not used Not Required </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> Not related to Mishap Wrong PPE for job </div> List PPE Used:			

4. Fully Explain What Allowed or Caused the Incident:			Incident Information		
Direct Cause:					
Indirect Cause:					
Additional Action Taken: (Please Include a Begin Date and Est. End Date in Description)					
Additional Action Taken: (Please Include a Begin Date and Est. End Date in Description) <i>(Use the back of page if you need additional space)</i>					
5. Contributing Factors:					
Was Visibility Restricted? Yes No			Distance Visibility was restricted:		
Unit of Measure (Check/Bold): Feet Yards Meters Miles Nautical Miles					
Visibility Restricted By: (Circle all that apply) <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Fog Smoke Rain Sleet Snow </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Mist Dust Sandstorm Unknown Object Other: </div>					
Lighting Conditions at Site of Mishap: (Please Check) <div style="display: flex; justify-content: space-around; margin-top: 10px;"> Adequate Inadequate Unknown </div>		Was Noise Level a Factor: (Please Circle) <div style="display: flex; justify-content: space-around; margin-top: 10px;"> Yes No Unknown </div>		Was Carbon Monoxide (CO) a Factor: (Please Circle) <div style="display: flex; justify-content: space-around; margin-top: 10px;"> Yes No </div> If Yes CO Alarm Manufacturer:	

[illegible]

1. Injured Data		(if applicable) Person #	
Age:	Gender: (Circle) Male Female	Contractor Name:	Contractor Name:
2. General Information			
Drug or Alcohol Involved: (Circle all that apply)			
None	Unknown	Alcohol	Drugs Alcohol and Drugs
Who Provided First Aid? Onsite Base Public			
Was Ergonomics a Factor: (Circle) Yes No			
Type of Ergonomic Injury: (Circle All That Apply)			
Lifting	Positioning	Bending	Equipment Placement Office
Equipment Placement Industrial	Repetitive Motion	Impact Strain	
3. Injury Illness/Fatality Information			
Severity of Injury/Illness: (Circle)			
Fatality	Lost Workday Case Involving Days Away From Work		
Temporary Disability	Recordable Workday Case Involving Restricted Duty		
Permanent Total Disability	Other Recordable Case	Recordable First Aid Case	
Permanent Partial Disability	Non-Recordable Case	No Injury	
Where There Days Lost: (Circle)	Where There Days Hospitalized: (Circle)	Where There Days Restricted Duty: (Circle)	
Yes No	Yes No	Yes No	
Part of Body Affected:			
Nature of Injury or Illness:			
Event or Exposure:			
Source of Injury or Illness:			
General Location Description:			
Injury Activity Code:			

4. License**(if applicable) Person #**

Are Appropriate License and Certification/Medical Current: (Circle) Yes No

Describe or Explain:

Attach Image of License or Certification Name/Description:	Date Added:	Uploaded By:

5. Training

Was all the contract-required training provided to the employee: (Circle) Yes No

Explain:

6. Attached Documents

Attached Documents Name/Description:	Date Added:	Uploaded By:

[illegible]

4. License	(if applicable) Property Damage
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Are Appropriate License and Certification/Medical Current: (Circle) Yes No

Describe or Explain:

Attach Image of License or Certification Name/Description:	Date Added:	Uploaded By:

5. Training

Was all the contract-required training provided to the employee? (Circle) Yes No

Explain:

CONTRACTOR INCIDENT REPORT SYSTEM (CIRS) INSTRUCTIONS

Complete Only Sections Appropriate to Incident (Rev. 03/11).

NOTE: THE ATTACHED CIRS FORM IS TO BE USED BY CONTRACTORS TO RECORD THE RESULTS OF THEIR ACCIDENT/INCIDENTS INVESTIGATIONS AND SHALL BE PROVIDED TO THE CONTRACTING OFFICER WITHIN THE REQUIRED TIMEFRAMES.

GENERAL. Complete a separate report for each person who was injured in the accident pages 5-6. A report needs to be completed for all OSHA recordable accidents and property damage cases. Please type or print legibly. Appropriate items shall be **(Circled)**, non-applicable sections shall be marked "N/A". If additional space is needed, provide the information on a separate sheet of paper and attach to the completed form.

Mark the report: (Circle)

Initial: If this form is being used as initial notification of a Fatality or High Visibility Mishap. The initial form is due within 4 hours of a serious accident. A form marked 'Follow-up' or 'Final' is required within 5 days.

Follow-Up: If you are providing additional information on a report previously submitted.

Final: If you are providing a completed report and expect no changes.

Incident Information

Section 1 Contract Information – Incident Information

Prime Contractor: Name as it appears on contract documents.

Cage Code: If known.

Contract Number: Number as it appears on the contract documents.

Installation: Name of installation where incident occurred.

Task Order #: Insert number if applicable.

Contracting Activity/ROICC Office: Enter the name and address of the Contracting Office administering the contract under which the mishap took place (e.g. ROICC MCBH, ROICC NORFOLK, PWC GUAM, etc.).

Contractor Contact Information: (Contractor point of contact information for the individual responsible for completing the form)
Self Explanatory

Section 2 Incident Type: Check/Bold most applicable category, if you select Industrial you must Check/Bold at least one additional category from the **Industrial Incident Additional Information Section**.

Section 3 General Information Incident Information

Date of Accident: Enter the month, day, and year of accident.

Time of Accident: Enter the local time of accident in military time. Example: 14:30 hrs (not 2:30 p.m.).

Describe the Accident in Detail in your words: Fully describe the accident in the space provided. If property damage involved, give estimated dollar amount of damage and/or repair costs involved. If additional space is needed continue on a separate sheet and attach to this report. Give the sequence of events that describe what happened leading up to and including the accident. Fully identify personnel and equipment involved and their role(s) in the accident. Ensure that relationships between personnel and equipment are clearly specified. Ensure questions below regarding direct cause(s), indirect cause(s), and actions taken are answered. **NOTE!** Review questions in Section 4 (Fully Explain What Allowed or Caused the Incident - Incident Information) below before completing.

Exact Location of Accident: Enter facts needed to locate the accident scene (e.g. installation/project name, building/room number, street, direction and distance from closest landmark, etc.).

Were Hazardous Material(s) Involved Yes No

If Yes, Explain What Hazardous Materials Were Involved and Why: Check or Bold appropriate block and list name(s) and quantities of hazardous materials spilled/released during the mishap. List why the hazardous chemicals were being used.

Activity at the time of incident: What type of work/task was being performed by the injured when the injury took place or property damage occurred.

Personal Protective Equipment– Check/Bold appropriate items and list PPE which was being used by the injured person at the time of the accident (e.g. protective clothing, shoes, glasses, goggles, respirator, safety belt, harness, etc.)

Section 4 Fully Explain What Allowed or Caused the Incident - Incident Information

Direct Cause(s): The direct cause is that single factor which most directly lead to the accident. See examples below.

Indirect Cause(s): Indirect cause are those factors, which contributed to, but did not directly initiate the occurrence of the accident.

Examples for Direct and Indirect Cause:

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

Direct cause: Failure to provide fall protection at elevation

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

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

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

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

Additional Action Taken: Fully describe all the actions taken, anticipated, and recommended to eliminate the cause(s) and prevent reoccurrence of similar accidents/illnesses. Continue in the additional box and or on additional sheets of paper if necessary to fully explain and attach to the completed report form.

Please Include a Begin Date and Estimated Completion Date in Description

(1) Begin: Enter the date when the corrective action(s) identified above will begin.

(2) Est. End Date - Enter the date when the corrective action(s) identified above will be completed.

Section 5 Contributing Factors Incident Information: Check/Bold appropriate items fill in information where required

Other Contributing Factors: Describe in detail any additional contributing factors not listed in previous information provided.

Section 6 Attached Documents: Provide the appropriate information for each document/file attached or uploaded.

Injured Data Person #

Complete Pages 5 and 6 for each injured person At the upper right hand corner of page 5 and 6 differentiate between each person by using a numerical value (e.g. Person #1, Person #, Person #3, etc.)

Section 1 Injured Data: Fill in all applicable information, Check/bold appropriate responses.

Section 2 General Information:

(Circle)appropriate responses

Section 3 Injury/Illness Fatality Information: Check/bold appropriate responses

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

Nature of Injury/Illness: Describes the manner in which the injury or illness was inflicted or produced. It attempts to answer the broad question of “how” work injuries and illnesses occurred. (e.g. Fall, Struck By, Caught By, Repetitive Motion, Rubbed or Abraded By, etc.)

Event or Exposure: Describes what was produced by the injury or illness was produced or inflicted. (e.g. Infectious Parasitic Diseases, Traumatic Injuries and Disorders, Open Wounds, Burns, Intracranial Injuries, etc.)

Source of Injury Illness: Identifies the object, substance, bodily motion, or exposure, which directly produced or inflicted the previously identified injury or illness. (e.g. Acids, Chemical Products, Furniture and Fixtures, Machinery, Structures and Surfaces, Tools Instruments and Equipment, etc.)

General Location Description: Describes where the injury occurred (e.g. Industrial Facilities, Operational Industrial Building Plant , Roadway, etc.)

Injury Activity Code: Describes what the injured person was doing when the injury occurred. (e.g. Operating Type of Equipment, Construction Activity Being Performed, Industrial Operation Being Conducted, etc.)

Section 4 License:

Are Appropriate License and Certification/Medical Current: Did the injured employee have the appropriate license/certification or medical evaluations completed to conduct the work/task being performed.

Describe/Explain: Describe the required (licensing/certification/medical evaluation) for job/task being performed, date when license was issued, and expiration date. (e.g. “Powdered Actuated Tools, Hilti DX-350, License issued 11/29/2011, expires 3-years from issue date.” “Respirator Semi Annual Medical Evaluation, conducted 12/30/2011, expires on 12/30/2013”, etc.)

Attach Image of License or Certification: Self-Explanatory

Section 5 Training:

Was all the contract-required training provided to the employee: Self-Explanatory

Explain: If no, to the previous questions explain why the employee was not trained.

Section 6 Attached Documents:

Self-Explanatory use this for photos, drawings, diagrams, or other relevant documents.

Property Damage

Section 1 Involved Person Data: Fill in all applicable information, Check/bold appropriate responses.

Section 2 Attached Documents:

Self-Explanatory use this for photos, drawings, diagrams, or other relevant documents.

Section 3 Property Damaged:

Check/bold appropriate responses. Other Headings Self-Explanatory.

Section 4 License:

Are Appropriate License and Certification/Medical Current: Did the equipment operator have the appropriate license/certification or medical evaluations completed to conduct the work/task being performed.

Describe/Explain: Describe the required (licensing/certification/medical evaluation) for job/task being performed, date when license was issued, and expiration date. (e.g. “State Issued Driver, License issued 11/29/2011, expires on MM/DD/YYYY)” “Scissor Lift, JLG Model 260MRT conducted 12/30/2011, does not expire.”)

Attach Image of License or Certification: Self-Explanatory

Section 5 Training:

Was all the contract-required training provided to the employee: Self-Explanatory

CONTRACTOR'S FIRE PREVENTION GUIDE FORM

From: Navy Consolidated Fire Department

To: Contractors Performing Work Aboard U.S. Navy Facilities

Subj: Required Fire Prevention Practices for Buildings Undergoing Construction or Rehabilitation

Ref: (a) Fire Regulations (COMFLEACTINST 11320.2)

1. Prior to performing "hot work" (welding, burning, lead melting, sweating, soldering, blow torches tar pots, etc.) or operating other flame producing devices, the Contractor shall request a written permit from the Fire Prevention Branch. (CFAY 8200/1 Rev. 7-78)
2. Oil painting materials (paints, brushes, empty paint cans, rags, overalls, drop cloths, etc.) or other flammable liquids shall be removed from the building at quitting time.
3. Such painting materials and flammable liquids shall be stored outside in a suitable locker or box located a safe distance from any structure.
4. Accumulations of trash, paper, shavings, sawdust, excelsior, boxes and other packing materials shall be removed from the building at the close of each workday and such material disposed of in the proper containers located away from the building.
5. The storage of lumber, roofing paper or other combustible supplies shall be kept a safe distance from structures.
6. The areas outside of buildings undergoing work shall be cleaned of trash, paper or other discarded combustibles at the close of each workday.
7. All portable electric devices (saw, sanders, compressors, extension cords or lights) shall be disconnected at the close of each workday. When possible, the main electric switch in the building should be deactivated.
8. Contractors, when starting work in buildings or areas, shall require their men to familiarize themselves with the location of the nearest fire alarm boxes.
9. Any fire, no matter how small, shall be reported to the Consolidated Fire Department immediately, pulling a fire alarm box or calling 119.
10. Fire hoses or extinguishers in buildings shall not be used for any purpose other than fire. Fire hydrants shall not be used without special permission from the Consolidated Fire department and shall not be blocked at any time by materials or supplies.
11. Responsibility for operation of all sprinkler systems on the U.S. Fleet Activities, Yokosuka including all outlying facilities rests with the sprinkler system valves.
12. Smoking is strictly prohibited in areas where flammable liquids, compressed gases, highly combustible materials or explosives are stored, handled or processes.
13. Prior to quitting time, a reliable person designated by the Contractor should make a check of the building or area to obtain compliance with the above.
14. All the Contractors, who will perform construction or operation in U.S. Navy Facilities, shall perform the operation safely abide by Fire Regulations. (COMNAVFORJAPANINST 11320.2)

15. Permission from Fire Dept. or notice to Fire Dept. is required prior to perform the operation as follows;

a) Permission:

- *Hot Work Permit: Fire Prevention Division
- *Temporary Huts: Fire Prevention Division after approval from other commands
- *Blocking Streets: Fire District Chief after approval from other commands
- *Hydrant shut-off: Fire District Chief after approval from other commands

b) Notice:

Disconnection, reinstallation or removal of fire alarm and other fire protection equipment - Fire Prevention Division

NOTE: Consolidated Fire Department personnel are available for advice and assistance on any matters regarding fire prevention.

FIRE DEPARTMENT EMERGENCY TELEPHONE NUMBER – extension 119

FIRE PREVENTION DIVISION	YOKOSUKA	243-5170
MON-FRI 07:30-16:15	YOKOHAMA	242-4188
	ATSUGI	264-3250
	CAMP FUJI	265-5417

RECEIPT OF COPY ACKNOWLEDGEMENT

Complete this form, detach, and return to Fire Prevention Division; Complete this form, detach and return to Fire Prevention Branch, Building #G-48 for Yokosuka, Building #20013 for Yokohama and Building #1445 for Atsugi

1.CONTRACTOR NO._____ 2.LOCATION OF JOB_____.

3.PERIOD OF OPERATION_____ 4.CONTRACTOR NAME_____.

5.JOB SUPERVISOR_____ 6.PHONE NO._____.

7.DESCRPTION OF WORK_____.

_____.

8.RESPONSIBLE PERSON OF NAVY_____.

9.COMMAND_____ 10.PHONE NO._____.

We will follow the Fire Prevention Guide of U.S. Navy and work safely.

SIGNATURE:_____.

工事契約業者防火基準書

宛：米海軍施設内にて作業を行う全工事契約業者

発：米海軍横須賀基地消防長

主題：建造物の新設及び改修作業に際し必要な火災予防規程参照：（a）防火規程（在日米海軍指令 11320 . 2 号）

1. 火気を伴う作業（溶接、裸火、鉛溶解、金属焼込、はんだ付け、トーチランプ、コールタールポット及びその他の類似作業等）又はその他の炎を出す器具を使用して行う作業は、事前に基地消防隊予防課より書式による火災使用許可証を入手せねばならない。（CFAY8200/1（Rev. 4-92））
2. 油性塗装用器材（ペイント、ブラシ、空缶、ぼろ、作業服、ペンキのついた衣類等）及び他の流動性可燃物は毎日の作業終了時に建物から搬出しなくてはならない。
3. 上述の塗装用器材及び流動性可燃物は適切な格納庫が箱に入れ如何なる建造物からも安全な距離をとって、屋外に保管しなくてはならない。
4. ごみ類、屑、紙類、鮑屑、鋸屑の詰物用木屑、箱類やその他の梱包用材料は毎日の作業終了時に、適切な容器に収納し、建物より安全な距離のある場所に片づけなくてはならない。
5. 木材、屋根用紙類又はその他の可燃性物質は建物より安全な距離を保ち保管せねばならない。
6. 作業中の建造物の外部は作業終了時、毎日ごみ類、紙屑及びその他の廃棄物を清掃しなければならない。
7. 全ての可搬式電気器具（電気鋸、研磨機、圧搾機、延長コード又は電燈）は毎日の作業終了時に壁の差込みより器具のプラグを外さなければならない。出来ればその建物の主(元)スイッチを切ること。
8. 各工事契約業者は建物内又は地域で作業開始前に全作業員に最寄りの火災報知器の場所を熟知させなくてはならない。
9. 火災は大小に拘わらず、すべて火災報知器が又は電話にて基地消防署に速報しなければならない。消防署緊急電話番号 1 1 9
10. 火災の場合を除き、建物内にある室内消火栓又は消化器を使用してはならない。消火栓は基地消防署の特別の許可なしで使用してはならない。尚いかなる場合も材料や、その他の物質で消火栓を妨害してはならない。
11. 全外部施設を含む米海軍基地内の全てのスプリンクラー装置の操作上の責任は基地消防署にあり、スプリンクラー装置のバルブの操作は、消防署員以外のものが行ってはならない。
12. 喫煙は燃焼性液体、圧縮ガス、高可燃性物又は爆発性物が貯蔵されたり取り扱われたり、又は使用されている場所では厳禁される。
13. 毎日の作業終了時前に、工事契約業者により任命された責任者(信頼のおける人)は建物又は地域を点検し、上述の諸項目が遵守されているかどうか確認すること。
14. 米海軍施設内において作業を行う全工事契約業者は、防火規定（在日米海軍指令 11320 . 2 号）に従い安全に作業しなければならない。

15. 許可申請：

火気を伴う作業： 基地消防隊予防課

仮小屋： 他の部隊より承認を受けたのち、基地消防隊予防課

道路閉鎖： 他の部隊より承認を受けたのち、基地消防長官

消火栓断水： 他の部隊より承認を受けたのち、基地消防長官

注：火災予防に関する如何なる事柄についても、基地消防署から提言や援助をうけられます。

消防署緊急	電話番号	1 1 9
火災予防課	横須賀地区	2 4 3 - 5 1 7 0
	横浜地区	2 4 2 - 4 8 2 8
	厚木地区	2 6 4 - 3 2 5 0

工 事 契 約 業 者 防 火 基 準 書

受 領 確 認 書

当確認書は必要項目に記入の上、上部と切り離し、下記の消防署へ提出すること。

1. 横須賀地区	消防本部予防課	(建物 G - 4 8)	☎ 2 4 3 - 5 1 7 0
2. 横浜地区	根岸消防署予防課	(建物 2 0 0 1 3)	☎ 2 4 2 - 4 8 2 8
3. 厚木地区	厚木消防署予防課	(建物 1445)	☎ 2 6 4 - 3 2 5 0

1. 契約番号 _____ 2. 作業場所 _____.

3. 作業期間 _____ 4. 契約業者名 _____.

5 現場監督者 _____ 6. 電話番号 _____.

7. 工事内容 _____.

8. 海軍側担当者 _____.

9. 部隊 _____ 10. 電話番号 _____.

当該防火基準書に従い安全に作業することをここに確約致します。

署名: _____.

ENVIRONMENTAL BRIEF CHECKLIST FOR CONTRACTOR AND SUB-CONTRACTOR(S)

Submit the checklist and roster sheet to PWD Environmental PRY4 by a day before Pre-Performance Conference meeting

Contract Number:	Date:
Name of Contractor, Sub -contractor(s):	
Phone Number(s):	
Contract Period	

Item#	Description	Reference	Check (Y/N/NA)
A. Pollution Prevention			
1	Employ the best environmental management practices (i.e., using drop cloths for paint mixing areas, grease operations, painting, welding, cutting, grinding or other applications; covering storm drains, gratings; using sand bags, etc.) to prevent any run-off or debris, sediment, or pollutants from entering storm drains, on base sewer lines or harbor.	JEGS	
2	Keep work area/site clean.	JEGS	
3	Utilize containment(s) to contain dust, paint over-spray, fibers, or any other airborne operations which may contaminate the air, water, or land.	JEGS	
4	Mark and identify all equipment, materials, properties, etc. belonging to the Contractor/Sub- contractor(s) (i.e., forklifts, manlifts, storage/connex boxes, pallets of paint, etc.) with indelible ink.	JEGS	
5	Do not abandon or leave any wastes/materials (i.e., industrial, solid and/or hazardous) on U.S. government property or at any work sites.	JEGS	
B. Wastewater and Storm Water			
6	Do not discharge any industrial wastewater into any storm water lines or sanitary sewer lines unless authorized.	JEGS	
7	Prevent any spent debris, over-spray, etc. from entering storm drains, gratings, or the harbor (contact 243-3597 for further guidance).	JEGS	
C. Hazardous Material			
8	Submit a Safety Data Sheet (SDS) of each Contractor Furnished Material (CFM) that is hazardous material (HAZMAT) brought onto the base upon request. Any CFM shall not be disposed of improperly anywhere.	JEGS	
9	When a HAZMAT is kept stored on the base during the project, place it in an appropriate locker(s).	JEGS	
D. Hazardous Waste (Including ACM Waste and PCB Waste)			
10	Comply with the latest JEGS and COMFLEACTINST 5090.1 requirements for managing and disposal of all hazardous wastes (HWs) generated from the contract work. Removal of any HW from base, including off-base disposal, is prohibited unless approved by the CFAY PWD Environmental.	JEGS, COMFLEACTINST 5090.1D	
11	When a HW requires overnight accumulation onsite, a Contractor HW Accumulation Point (HWAP) must be established and approved. Submit a request form to the CFAY PWD Environmental accordingly. Note that processing of the request may take a little time (it is recommended to submit the request ten working days prior to a proposed commencement date).	JEGS, COMFLEACTINST 5090.1D	
12	a) HWs generated from hazardous substances that the Contractor brings in are the property of the Contractor and will be disposed of at an approved or licensed off-base disposal facility at the Contractor's expense. b) Unless otherwise directed differently by Project Manager/Contracting Officer, HWs generated from government property or PCB wastes will be turned into the Hazardous Waste Storage Area (HWSA), building 1822 (DSN 243-5777; M-F: 0900-1530 excluding holidays), with at least a 3-business-day advanced notice	JEGS, COMFLEACTINST 5090.1D	
13	Dispose of asbestos containing material (ACM) wastes generated from construction/maintenance/ship repair works at off-base disposal facility unless the CFAY PWD Environmental provides other guidance. The Contractor is still required to notify and obtain an approval of off-base disposal from the CFAY PWD Environmental.	JEGS, COMFLEACTINST 5090.1D	
14	When disposing of HWs at off-base disposal facility, comply with all the applicable Japan and local regulations in addition to the JEGS and installation's requirements and submit a copy of the waste manifest (E) to the CFAY PWD Environmental via the Project Manager/Contracting Officer in a timely manner. If requested, submit also a copy of the waste manifest (A).	JEGS, COMFLEACTINST 5090.1D	
E. Solid Waste and Recyclable Materials			
15	Turn in all recyclables (paper, cardboard, scrap metals, etc.) to include scrap metals with Lead Based Paint (LBP) (LBP on metals must be free from dust or chips) to Bldg. 4857 (contact 243-5806 for guidance).	JEGS	
16	Please contact with CFAY QRP (DSN: 243-5806) for more detailed turn-in guidance. Pieces of scrap metal cannot be any larger than 2.5m wide, 6.0m length, 2.5m tall, or in excess of 4,000 kg. Recyclable material exceeding these limitations can still be recycled, but coordination with the QRP must be sought in advance prior to disposal.	QRP Business Plan	
17	Submit a copy of any industrial/solid waste manifest (a copy or a receipt "E" of Japanese manifest is acceptable) and CFAY Solid Waste Tonnage Report to CFAY PWD Environmental for any manifested waste disposed off base via the Project Manager/Contracting Officer.	JEGS	
F. Aboveground Storage Tanks (ASTs) and Underground Storage Tanks (USTs)			
18	Install a secondary containment system for ASTs in accordance with JEGS. This secondary containment must be capable of holding the entire contents of the largest single tank plus sufficient freeboard to allow for precipitation and expansion of products.	JEGS	

ENVIRONMENTAL BRIEF CHECKLIST FOR CONTRACTOR AND SUB-CONTRACTOR(S)

Item#	Description	Reference	Check (Y/N/NA)
19	Install bilingual tank signboard with the information specified in the specification at the location where it is easily visible and near the newly-installed ASTs or USTs. (Contact CFAY PWD Environmental Petroleum, Oil, and Lubricant (POL) and UST Program Manager at 243-9547 for further guidance.)	CFAY Spill Prevention and Response Plan (SPRP)	
20	ASTs cleaning wastes (sludge and washwaters) must be sampled and tested, properly disposed of. Hazardous waste disposal must comply with Section D for Hazardous Waste Disposal.	JEGS	
21	Provide corrosion protection, spill/overflow prevention, and leak detection for the USTs and piping.	JEGS	
G. Pest Control Operation			
22	In case of use of any substance or mixture of substances, including biological control agents, that may prevent, destroy, repel, or mitigate pests, submit Contractor's Work Plan to NAVFAC FE Pest Management Consultant via PWD Environmental Pest Management Coordinator and obtain an approval before beginning of work.	JEGS, 2012 Integrated Pest Management Plan	
23	Submit a Pest Management Maintenance Report monthly via NAVFAC Online Pesticide Reporting System (NOPRS) to CFAY PWD Environmental Integrated Pest Management Coordinator via the Project Manager/Contracting Officer.	JEGS	
H. Natural Resources, Historic and Cultural Resources			
24	Do not disturb any cultural, historical, and/or natural resources (CHNR) and notify the CHNR Managers of any CHNR discoveries via the Project Manager/Contracting Officer.	JEGS, COMFLEACTINST 5090.7 & 5090.12	
25	Secure CHNR area, but continue to work around the secured area until further direction from CHNR Managers.	JEGS COMFLEACTINST 5090.7 & 5090.12	
26	Upon temporary removals of any CHNR items, protect from weather conditions, pilfering, and return any CHNR items to its original conditions.	JEGS COMFLEACTINST 5090.7 & 5090.12	
27	Contact the CHNR Managers at 243-5136/2587 for further guidance.	COMFLEACTINST 5090.7 & 5090.12	
I. Polychlorinated Biphenyls (PCBs)			
28	Newly procured transformers or any other equipment containing dielectric or hydraulic fluid shall be accompanied by a manufacturer's certification that the equipment contains no detectable PCBs in both English and Japanese at the time of shipment. Newly procured transformers and equipment with a manufacturer's certification of no detectable PCBs shall have permanent labels affixed stating they are PCB-free (no detectable PCBs). For more detail, contact with CFAY PWD Environmental PCB Program Manager through Contracting Officer.	JEGS	
J. Asbestos and Lead Based Paint (LBP)			
29	Submit an abatement plan of Asbestos/LBP where this project involves any removal and/or replacement of Asbestos/LBP prior to commencement of this project.	JEGS	
K. Spill Prevention and Response Planning			
30	Use drip pans or other protective devices when handling liquids (i.e., fuel, paint, solvent, oil, water, wastewater) during work operations.	JEGS	
31	Provide a compatible spill kit staged on work site during the project work.	JEGS	
32	a) For any spill, immediately contact the CNFJ Regional Dispatch Center (911 or 046-816-0911). If you can respond to the spill without any safety/health risks or further environmental impacts, report the incident at 243-5777 (0800 – 1645). b) In an event of the spill (small/large), follow the latest Spill Prevention and Response Plan (or equivalent plan) for appropriate locations (e.g. CFAY, FLC Yokosuka), in addition, gratings, manholes, storm drains or other openings around spilled area must be secured to prevent an entry into any waterways.	JEGS COMFLEACTINST 5090.5	
L. Excavation and Surface Work			
33	In accordance with COMFLEACTINST 11013.1B, an excavation request shall be routed to CFAY PWD Environmental and the Contractor shall comply with review comments provided for soil and historical/cultural resources management.	JEGS COMFLEACTINST 11013. 1B	
34	Do not commingle suspected/contaminated soil with other excavated materials, i.e., asphalt, concrete/etc.	COMFLEACTINST 11013. 1B	
35	If excess soil from the project will be disposed of or put back different locations, the excess soil shall be tested and disposed of off-base in accordance with JEGS. If the excess soil will be off base disposal or put it back to different location, soil sampling plan that describes sampling methods, sampling equipment and container, number of samples to be tested, sample volumes (minimum quantity required per container), preservation techniques, holding times and chain of custody (COC) shall be submitted to PRY4 CFAY ENV Soil Program Manager (DSN: 243-5180) prior to sampling.	JEGS COMFLEACTINST 11013. 1B	
36	Should pouring-out of underground water occurs during the excavation, immediately notify PRY41 PWD Environmental Wastewater Program Manager (DSN:243- 3597) to get appropriate guidance.	JEGS	
37	During the temporary storing of excavated soil until off base disposal or backfill, the excavated soil shall be covered with vinyl sheets to prevent the soil from run-off by rain, and label indicates "Project Name", "Contract Number", "Contractor's Name", "Contact number of POC" shall be stuck on the vinyl sheet.	JEGS	
38	When disposing of soil at off-base disposal facility, comply with all the applicable Japan and local regulations in addition to the JEGS and installation's requirements and submit a copy of any soil manifest (a copy or a receipt of Japanese manifest is acceptable) to CFAY PWD Environmental for any soil disposed off base via the Project Manager/Contracting Officer.	JEGS	

ENVIRONMENTAL BRIEF CHECKLIST FOR CONTRACTOR AND SUB-CONTRACTOR(S)

Item#	Description	Reference	Check (Y/N/NA)
M. Environmental Management System (EMS)			
39	Have the workers including sub-contractor employees on base complete the latest CFAY EMS Awareness training before commencing work operation.	JEGS	
N. Other			
40	Provide a copy of the designated environmental manager letter with his/her contact information.	JEGS	
41	Have the environmental manager complete all applicable ECATTS training modules and/or equivalent training(s).	JEGS	
42	Submit an Environmental Protection Plan to CFAY PWD Environmental via the Project Manager/Contracting Officer, as applicable.		

ENVIRONMENTAL BRIEF CHECKLIST FOR CONTRACTOR AND SUB-CONTRACTOR(S)

ROSTER SHEET

Contract Number: _____

Date: __

Name of Contractor, Sub-contractor(s): _____

Phone Number(s): _____

Environmental Manager (Name) _____

By signing below, all listed personnel acknowledge that they fully understand every item in the environmental brief checklist.

Print Name and Title (Japanese or English)

Signature

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プリコンミーティング前日までに、環境項目確認リストと作業者名簿を記入し基地環境課(PRY4)に提出する。

環境項目確認リスト(業者用)

契約番号: _____ 日付: _____
 業者名: _____ 電話番号: _____
 契約期間: _____

項目	内容	参照	チェック (Y/N/NA)
A. 汚染防止			
1	有害物の漏れ、細片、堆積物や汚染物質が雨水・污水管へ流出しないように、雨水溝やグレーチング、砂袋等で覆うなどして環境に最も考慮した作業方法を用いる。(例: 塗料の混合/グリス塗り/塗装/溶接/研磨等の作業の際に養生を行う。)	JEGS	
2	作業現場を常に綺麗に整頓する。	JEGS	
3	粉塵、スプレー塗装粒子、繊維の排出を伴う作業やその他汚染物質などを排出したりして、大気、水質、土壌を汚染する可能性のある作業は現場を養生して囲い込む。	JEGS	
4	工事業者さらにその下請け業者が所有する設備、資材、および所有物(フォークリフト、高所作業車、倉庫、荷物コンテナ、パレット等)には耐久性のあるインクで社名を明確に記入する。	JEGS	
5	在日米軍施設敷地内および作業現場において、廃棄物(例: 産業廃棄物、一般廃棄物、有害廃棄物)/工事資材を無断廃棄、または放置しない。	JEGS	
B. 廃水および雨水			
6	許可なしに、作業中発生した廃水を、雨水・污水管に流してはならない。	JEGS	
7	ペンキなどの細片やスプレー塗料などの雨水・污水管への流出を防ぐ。(工業廃水に関する質問は DSN 243-3597に問い合わせること。)	JEGS	
C. 有害物質			
8	基地内に持ち込む化学物質等の安全データシート(SDS)をそろえ、要求に応じて提示/提出する。持ち込んだ化学物質の不正処分は禁止する。	JEGS	
9	工事期間中、化学物質を持ち帰らず基地内で保管する場合は、それぞれの化学物質の規格にあったロッカーに保管する。	JEGS	
D. 有害廃棄物(石綿廃棄物や PCB 廃棄物を含む)			
10	JEGS に規定された有害廃棄物にあたる産業廃棄物(以下有害廃棄物)が当該契約工事で生じた場合には、有害廃棄物の管理、運搬、処分等は、現行の日本環境管理基準(JEGS)や最新の COMFLEACTINST 5090.1(有害廃棄物管理)の規定に従う。また、許可なしの基地外への持ち出し(廃棄処理等含む)は厳禁である。	JEGS COMFLEACTIN ST 5090.1D	
11	作業現場などで日を跨いでの有害廃棄物を集積・仮置きする必要がある場合は、業者有害廃棄物集積場所(HWAP)を設置する。許可には事前視察などで日時を要するので、余裕をもって(集積開始予定日より10作業日以前が望ましい)申請用紙を基地環境課へ提出する。	JEGS COMFLEACTIN ST 5090.1D	
12	a) 業者持ち込み資材から有害廃棄物が発生した場合には、他に指示がない限り契約業者が排出事業者となり、基地外において適切に廃棄処分する(この場合の処理費用は業者が支払うこと)。 b) 軍所有物より有害廃棄物が発生した場合、又は、PCB 廃棄物の場合、プロジェクトマネージャー又は契約担当官より特別な指示がない限り、当該契約工事用のJONを準備の上、少なくとも廃棄処分希望日の3営業日前迄に基地有害廃棄物保管区域(建物1822、DSN 243-5777、月-金 0900-1530、軍休日除く)へ連絡し廃棄手続きを行う。	JEGS COMFLEACTIN ST 5090.1D	
13	工事/メンテナンス/船舶修繕作業から発生した石綿廃棄物に関しては、原則契約業者が基地外で処分する。	JEGS COMFLEACTIN ST 5090.1D	
14	有害廃棄物を基地外処分する場合、JEGS や日本国内法など適用される全ての環境規定を遵守し、処分後は米軍のプロジェクトマネージャー又は契約担当官を通して、基地環境課にマニフェスト伝票E(日本語可)の複写を速やかに提出する。場合によっては、伝票Aも提出する。	JEGS COMFLEACTIN ST 5090.1D	
E. 一般廃棄物およびリサイクル品			
15	鉛塗装が付着した金属廃材(塵や小片が付着していないこと)も含め工事作業から発生したリサイクル品(金属廃材、段ボール、古紙等)は建物4856に持ち込む。(リサイクルに関する質問等は DSN 243-5806に問い合わせること。)	JEGS	
16	くず鉄部分は、幅2.5メートル、長さ6.0メートル、高さ2.5メートルあるいは重さが4トンを超えないようにする。これらのサイズを超えるものについても、廃棄前に事前にCFAY QRPに問い合わせれば、受け取りは可能である。(リサイクル品の引渡しに関する質問は、DSN 243-5806に問い合わせること。)	QRP Business Plan	
17	産業廃棄物は基地外処分後、米軍のプロジェクトマネージャー又は契約担当官を通して、基地環境課にマニフェスト伝票E(日本語可)の複写および CFAY Solid Waste Tonnage Report を提出する。	JEGS	
F. 地上燃料タンクおよび地下貯蔵タンク			
18	日本環境基準に準拠して、地上貯油 タンクには防油堤を設置する。この防油堤は、タンク容量にくわえて雨水や軽油の拡散を十分に許容する容積を有しなければならない。	JEGS	
19	新設される地上及び地下貯蔵タンク周辺の見やすい箇所に、特記仕様書に記載された内容(日本語と英語)を明記したタンク表示板を設置する。(地上及び地下貯蔵タンクに関する質問は、基地環境課(DSN 243-9547)に問い合わせること。)	CFAY Spill Prevention and Response Plan (SPRP)	

プリコンミーティング前日までに、環境項目確認リストと作業者名簿を記入し基地環境課(PRY4)に提出する。

項目	内容	参照	チェック (Y/N/NA)
20	地上燃料タンクを清掃した際の廃棄物(汚泥及び洗浄水)は、当該廃棄物が有害廃棄物の特性を示さないことをサンプリングや試験を実施することで確認しない限りは、日本環境管理基準第6章の基準に従って処分する。	JEGS	
21	地下貯油タンク及び配管は防漏処理、流出／オーバーフロー保護、漏出検知システムを設置する。	JEGS	
G. ペストコントロール			
22	害虫を予防、駆除、除去または発生を軽減することができる物質(生物的駆除剤を含む)を使用する場合、作業開始前に、NAVFAC FE ペストマネージメントコンサルタントに業者作業プラン(CWP)を提出し、承認をもらう。	JEGS Integrated Pest Management Plan	
23	ペストマネージメントレポートを毎月 NAVFAC Online (オンライン) Pesticide Reporting System (NOPRS) に入力し、米軍のプロジェクトマネージャー又は契約担当官を通して、基地環境課の統合ペスト管理(IPM)コーディネーターに提出する。	JEGS	
H. 自然資源および歴史的・文化的資源			
24	文化財、歴史的建造物、および自然環境の破壊行為は固く禁ずる。また文化財、歴史的建造物の発見、および自然環境への影響が懸念される場合は、米軍のプロジェクトマネージャー又は契約担当官を通して基地環境課(DSN 243-5136 又は 243-2587)に報告する。	JEGS COMFLEACTIN ST 5090.7 & 5090.12	
25	文化財、歴史的建造物の発見区域、または自然環境への影響が懸念される区域を保護した上で、その区域外での作業の続行は可能である。	JEGS COMFLEACTIN ST 5090.7 & 5090.12	
26	一時的に移動・保全した、文化財、歴史的建造物、自然資源は、悪天候、盗難その他の被害から守るための十分な措置を講じ、変更を加えることなく元の状態に戻す。	JEGS COMFLEACTIN ST 5090.7 & 5090.12	
27	文化財、歴史的建造物、自然資源に関する質問は、基地環境課(DSN 243-5136 又は 243-2587)に問い合わせる。	COMFLEACTIN ST 5090.7 & 5090.12	
I. ポリ塩化ビフィニール(PCB)			
28	新規に絶縁油・作動油入り変圧器と機器類(以下機器等)を取付ける場合は、出荷時にメーカーが発行したPCB不含有証明書を出す。また、機器等の本体にはPCB不含有の固定表記をする。詳細は米軍のプロジェクトマネージャー又は契約担当官を通して、基地環境課に問い合わせる。	JEGS	
J. アスベストおよび鉛含有塗料			
29	アスベスト/鉛含有塗料の除去作業あるいは取り替え作業を伴う場合、プロジェクト開始前に必ずアスベスト/鉛含有塗料の除去プランを提出する。	JEGS	
K. 流出防止および対応計画			
30	作業中、液体(例: 燃料、塗料、溶剤、油、工業廃水等)を扱う場合は、受け皿・パッドやホース接続箇所にも漏れ防止具を使用する。	JEGS	
31	作業内容に応じて、流出対応に適した器材・用具を常備しておく。	JEGS	
32	a) 流出事故が発生した場合は、規模に関わらず直ちに911もしくは046-816-0911の CNFJ 地域救急指令センターに通報する。安全確保の上、人体へ危険や害を及ぼさず、また現状以上の環境影響もなく対処できる場合には、流出の状況を基地環境課(DSN 243-5777、0800-1645)に報告する。米軍のプロジェクトマネージャー又は契約担当官への報告もする。 b) 流出事故(小規模/大規模)が発生した際、該当場所(CFAY、FLC 横須賀など)の最新の流出防止及び対応計画(若しくは相当する計画書)に従う。それに加えて、流出物がグレーチング、マンホール、雨水溝、開口部などに流れ込まないようにする。	JEGS COMFLEACTIN ST 5090.5	
L. 掘削および地表作業			
33	横須賀基地司令書11013. 1Bにより、150mmを超える掘削を行う場合は、掘削申請を提出し、土壌、文化財を含む全てのコメントを遵守する。 最新の横須賀基地司令書11013. 1に記載されている汚染土壌あるいは汚染の疑いがある土壌に関する質問は、基地環境課(DSN 243-5180)に問い合わせる。	JEGS COMFLEACTIN ST 11013. 1B	
34	汚染土壌・汚染の疑いのある土壌を他の掘削除去物(例: アスファルト、コンクリート等)と混ぜない。	COMFLEACTIN ST 11013. 1B	
35	汚染土や汚染の疑いのある土、あるいは過去に検査歴のない土壌を場外・基地外廃棄される場合は JEGS 並びに環境省の土壌廃棄基準に沿って国の認可を受けた試験施設による分析を行い、分析結果に基づいて JEGS 2016 及び環境省の定める土壌汚染対策法に従って県や市で指定された基地外の処理施設にて廃棄する。サンプル採取作業前にサンプル手法、サンプル用具、分析に必要なサンプル数および最低量、サンプル保存方法、サンプル保管時間、サンプル採取伝票(COC)などが記載されたサンプリングプランを PWD 横須賀基地環境課土壌管理担当者(DSN: 243-5180)に提出する。	JEGS COMFLEACTIN ST 11013. 1B	
36	掘削中に地下水の噴出が発生した場合には、速やかに PWD 横須賀基地環境課廃水管理担当者(DSN: 243-3597)に連絡し、適切なガイダンスを受ける。	JEGS	
37	掘削残土の廃棄運搬あるいは埋め戻しまでの一時的保管に際しては、雨水等で土壌流出のないように指定された場所で、ビニールシート等で囲い、「プロジェクト名」、「契約番号」、「会社名」、「担当者連絡先」を記載したラベルやポスターなどを表示して保管する。	JEGS	

プリコンミーティング前日までに、環境項目確認リストと作業者名簿を記入し基地環境課(PRY4)に提出する。

項目	内容	参照	チェック (Y/N/NA)
38	土壌を基地外処分する場合、JEGS や日本国内法など適用される全ての環境規定を遵守し、処分後は、土壌廃棄伝票(日本語可)のコピーを米軍のプロジェクトマネージャー又は契約担当官を通して、基地環境課に提出する。	JEGS	
M. 環境マネジメントシステム (EMS)			
39	契約作業開始前に、作業者全員が最新の基地環境管理システム(EMS)認識トレーニングを修了する。(下請け業者も含む。)	OPNAVINST 5090.1D	
N. その他			
40	環境管理者の連絡先を記した任命書のコピーを提出する。	JEGS	
41	環境管理者は契約作業に関連する必要な全ての ECATTS トレーニング、もしくは、同等のトレーニングを受講し修了証を提出する。	JEGS	
42	環境対策プランを米軍のプロジェクトマネージャー又は契約担当官を通して、基地環境課に提出する。		

プリコンミーティング前日までに、環境項目確認リストと作業者名簿を記入し基地環境課(PRY4)に提出する。

作業者名簿

契約番号: _____ 日付: _____
 業者名: _____
 電話番号: _____
 環境マネージャー(氏名) _____

署名をもって下記作業者が環境項目確認リストの全項目を理解したことを了承します。

氏名及び職種 (日本語(楷書)または英語(ブロック体)で記入)	署名
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____
20. _____	_____

HAZARDOUS SUBSTANCE SPILL CONTINGENCY PLAN

HS（危険有害物）流出事故対策に関する手引書

1. Purpose:

To augment the installation Spill Contingency Plan by providing brief, bilingual instructions to anyone who causes or discovers a release of hazardous substance.

目的：

HS（危険有害物）流出事故当事者または発見者に対し、日米二か国語により施設流出事故対策計画の周知を図る。

2. Scope:

This plan is applicable to all activities under the cognizance of the Commander Fleet Activities, Yokosuka.

適用範囲：

本手引書は横須賀基地他、基地司令部配下の施設及び部隊に適用される。

3. Background:

The Japan Environmental Governing Standards (JEGS) requires installations to have a contingency plan to provide guidance on Activities, procedures and resources to respond and cleanup spills.

背景：

日本環境管理基準は、施設内流出事故対策計画の策定及び流出事故処理の組織や手順、人的金銭的資源の決定を規定している。

HAZARDOUS SUBSTANCE SPILL CONTINGENCY PLAN

HS（危険有害物）流出事故対策に関する手引書

4. Process:

Person who causes or discovers a release of hazardous substances will follow the instructions of this guide, including prompt notification to the CNFJ Regional Dispatch Center (RDC) (911 or 046-816-0911). A copy of this Quick Reference Guide (QRG) will be kept at all hazardous waste accumulation points, hazardous material storage lockers and work areas where hazardous material/waste are used or stored. Supervisors will insure that all personnel involved in the management of hazardous substances are familiar with the provisions of this plan.

* If trained person can properly respond to the release of Hazardous Substances stated on “SMALL SPILL RESPONSE PROCEDURE”, with appropriate PPE, and without risking your own safety, the person may refer to the “SMALL SPILL RESPONSE PROCEDURE”.

方法：

HS（危険有害物）流出事故の当事者、或いは発見者は、直ちに CNFJ 地域救急指令センター（911 または 046-816-0911）に連絡し、この手引書に従う。本手引書の複写は、各危険廃棄物蓄積場所、HM（危険物質）貯蔵ロッカー及び、HM/HW（危険物質・有害廃棄物）の使用保管作業場に常備する。各監督者は、全ての HS（危険有害物）管理作業従事者に対し、流出対策計画の周知徹底を図る。

* 小規模の危険有害物流出においては、訓練を受けた者が、適切な個人保護具を着用し、安全・適切に作業を行える場合に限り、「小規模の流出事故対応手順」に従い対応できる。

5. Responsibilities:

- a. First discoverer (Person causing or discovering the release/spill): Follow the procedures described in this plan, including reporting procedures.
- b. On-Scene Commander (OSC): First qualified individual arriving on the scene. Will determine appropriate response actions and initiate the Incident Command System (ICS), if required.
- c. Commander, Fleet Activities, Yokosuka Public Works Department Environmental Office (PWD Env) (Code PRY4): Provides guidance for appropriate cleanup procedures.
- d. FLEACT Yokosuka PWD Env Code PRY 4 is to supervise the clean up and ensures that all waste and debris are properly packaged, labeled and disposed of IAW Chapter 6 of the JEGS. Additionally, no cleanup action will occur

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until the On-Scene Commander declares the emergency to be terminated and secured.

任務：

- a. 第一発見者（流出事故当事者、或いは発見者）：対策計画の手順及び報告手順に従う。
- b. 流出事故現場司令官（事故現場へ最初に到着した事故対応有資格者）：必要に応じ、適切な対応策を決定し、事故処理命令システムを組織する。
- c. 基地環境課（FLEACT Yokosuka PWD Env）：適切な流出物回収作業手順の指示を与える。
- d. 基地環境課は流出物回収作業を監督し、JEGS 第 6 章に準拠した適切な廃棄物処理が行われていることを監査する。また現場司令官からの緊急警報発令無しに流出物回収作業を開始しない。

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SPILL EMERGENCY PROCEDURES**漏洩時の緊急対応手順****WHAT TO DO IF YOU DISCOVER A LEAK OR SPILL:****流出事故発見時にすべきこと**

Keep calm, think, avoid panic and confusion.

冷静を保ち、パニックにならない。

Evacuate personnel from the area to a safe distance from the spill.

流出現場から離れ、安全な場所に避難する。

Avoid breathing, touching, tasting or any contact with the chemical or its vapors.

化学物質及びその気化物質の吸入・接触・摂取を避ける。

Don't rely on your sense of smell to detect the presence of hazardous chemicals since some chemicals may deaden your sense of smell.

嗅覚を麻痺させる化学物質があるので、臭いで化学物質の有無を判断しない。

Identify the material, if possible, by name, identification number (NSN number) and manufacturer (if you are familiar with the material or can safely gather this information).

知識がある、または危険を冒さず情報が入手できる場合、製品名・識別番号（ストックナンバー）及び製造会社等の情報から、流出物質を特定する。

Immediately call the CNFJ RDC (911 or 046-816-0911). Be prepared to give the following information when reporting the spill:

- **Location of the spill**
- Your name and telephone number
- Number and type of injuries
- Identify the spilled substances, if known
- Source of the spill (i.e., drum, tank, container)
- Quantity spilled
- Time when spill occurred
- Direction the spill is traveling

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- Any immediate threat to human health, safety or to the environment.

直ちに CNFJ 地域救急指令センター（911 または 046-816-0911）に通報する。その際、以下の情報を用意して伝える。

- **流出場所**
- 通報者氏名及び電話番号
- 被災者数及びその状態
- 流出物質名（判別できる場合）
- 流出源（例：ドラム、タンク、容器等）
- 流出量
- 流出事故発生時刻
- 流出物質拡散状況
- 作業者の安全衛生或いは環境へ直ちに及ぶ悪影響

If possible, please check the material Safety Data Sheet (SDS) for possible hazards.

可能な限り、物質安全データシート（SDS）で流出物質の危険性を確認する。

Assist injured personnel, without risking **YOUR OWN SAFETY**

自らの安全が確保される場合のみ、被災者を救出する。

Don't get in over your head! Threatening situations call for immediate actions; **HOWEVER**, quick response in the wrong manner can cause you to become a victim.

非常時には迅速な行動が要求され、誤った判断は被害を拡大する場合があるので、決して無理をしない。

Dam, Dike or Absorb leaking or spilled liquids to limit the spread. **Do Not take unnecessary risks of exposure if it can't be done in a safe manner.**

液状の流出物質を囲う或いは吸収することで流出の拡散を防ぐ。**危険を冒さず、安全に処理する。**

Move other materials or chemicals to avoid contamination or incompatible chemical reactions, **if you can do so in a safe manner.** Work quickly and retreat.

安全な場合に限り、汚染や二次災害を避けるため、周辺の化学物質を撤去する。 また、迅速に作業し避難すること。

Isolate the hazard by keeping yourself and others away and upwind from the spill area.

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作業者全員の安全を確保し、流出事故現場の風上に避難する。

Information regarding spill incidents shall be reported by following proper spill reporting procedures, including off-base notification. All spill reporting measures shall follow JEGS and any applicable protocols.

流出事故情報は、基地外への連絡も含めて、日本環境管理基準と適切な手順に沿う連絡網を用いて報告しなければならない。

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WHAT TO DO IF YOU ARE EXPOSED TO A HAZARDOUS CHEMICAL**化学物質に暴露した場合**

Immediately get medical attention

直ちに医師の手当てを受ける。

Check the SDS for First Aid Instructions

応急処置法を SDS で確認する。

Follow Emergency First Aid Procedures.

- For corrosive chemicals: Remove contaminated clothes and rinse skin with water for at least 15 minutes. Seek medical attention!
- For splashes in the eyes: Flush with fresh water for 15 minutes, including under the eyelids. Seek medical attention!
- For inhalation: Get into fresh air immediately. Seek medical attention!

次の応急処置法に従う。

- 腐食性化学物質（酸・アルカリなど）：汚染された衣服を脱ぎ、患部を最低 15 分間、水で洗い流す。その後、医師の手当てを受ける。
- 目に入った場合：流水でまぶたの裏側を含め 15 分間洗い流す。その後、医師の手当てを受ける。
- 吸い込んだ場合：直ちに新鮮な空気を吸う。必要ならば人工呼吸を行う。その後、医師の手当てを受ける。

Don't spread the contamination.

汚染の拡散を防ぐ。

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WHAT TO DO IN THE EVENT OF A CHEMICAL FIRE:**化学物質による火災時の対応**

Activate a pulldown alarm device if readily available.

可能な場合、火災報知器を鳴らす。

Call the CNFJ RDC immediately (911 or 046-816-0911).

直ちに CNFJ RDC（911 または 046-816-0911）に通報する。

Spread the word by shouting “**Fire, Fire, Fire**”.

「**火事だ！火事だ！**」と叫んで周囲に知らせる。

Move injured personnel only if they are in danger and your safety is not compromised.

自らの安全を確保のもと、被災者が危険な状態にある場合に限り、救出する。

Notify your immediate supervisor or the Base Safety Office.

直属の上司、または基地安全課に連絡する。

Evacuate the building.

建物から避難する。

Stay upwind and do not eat, drink or smoke in the area.

風上に避難し、飲食や喫煙はしない。

“Stop, Drop and Roll” If your clothes are on fire. If someone else is on fire and if it can be done safely, lay that person on the floor and use a blanket or other method to extinguish the fire.

衣服に着火した場合には、**床に転がり**消火する。衣服に着火した被災者を発見した場合、自らが安全に対処できる場合に限り、被災者を床に横たわせ、毛布等を用いて衣服の着火を消す。

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EMERGENCY EVACUATION PROCEDURES**緊急時避難手順**

The On-Scene Commander (OSC) will notify supervisors if an evacuation may be necessary. Each supervisor is responsible for directing employees and visitors in his/her work area to the proper exit and their assigned safe area outside of the facility.

避難が必要な場合、その旨を現場司令官は監督者に通知しなくてはならない。監督者は、従業員や来訪者を非常口及び屋外の定められた避難場所へ責任を持って誘導する。

You should be made familiar with these procedures BEFORE the need to vacate a building, an area or the facility, whenever it arises.

事故に備えて、この手順を十分に理解しておく。

Be sure you know all exit locations in the building and the safest and quickest way out of your work area. Predesignated assembly areas for each work area should be posted.

すべての非常口の位置と最も安全で近い避難経路を確認しておく。各職場に決められた集合場所を掲示する。

When an evacuation is announced, **STOP WORK**. Keep calm, think, avoid panic and confusion. Move to the nearest safe exit in your area.

避難指示が出た場合、**直ちに仕事を止める**。冷静を保ち、パニックにならない。

When evacuating your work area, **WALK** to the nearest safe exit "**DO NOT RUN**".

避難時は、最寄りの非常口へ**歩く**。決して**走らない**。

Leave the building and report to your designated assembly area. Report to your supervisor and follow his/her instructions. Stay in your designated safe area until instructed otherwise.

建物から避難し指定された集合場所に集合する。監督者へ報告し、その指示を仰ぐ。指示がない限り、指定された集合場所から離れない。

Do Not re-enter your work area until notified by your supervisor.

監督者の指示があるまで建物内に戻らない。

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Each supervisor must conduct a “Head Count” and report if anyone is missing.

各監督者は点呼を行い、行方不明者がいれば報告する。

The OSC will notify the supervisor when it is safe to re-enter the building.

建物内へ立入る安全が確認できた場合、現場司令官は各監督者に知らせる。

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WHAT NOT TO DO DURING EVACUATION**避難時の禁止事項**

DO NOT delay the evacuation process for any reason.

いかなる理由があっても、避難する。

DO NOT assist the fire control unless properly trained and instructed to do so.

適切な訓練及び対応指示無しに、消火活動に加わらない。

DO NOT lock office doors when evacuating the area. The Emergency Coordinator and emergency response personnel must have visual access to all areas to ensure the facility is clear of personnel.

避難の際、事務所を施錠しない。これは、緊急災害コーディネーターと緊急対策要員が、建物から全員避難したかを確認するためである。

DO NOT interfere with emergency operations. KEEP OUT of the way.

緊急活動の障害にならないように、現場に立ち入らない。

DO NOT re-enter the facility until instructed to do so.

指示があるまでは、建物内に戻らない。

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EMERGENCY TELEPHONE NUMBERS**緊急連絡 電話番号**

Emergency of **any kind, including but not limited to
Hazardous Substance Spill, Fire, Accident,
Call **911 (046-816-0911)**
CNFJ Regional Dispatch Center**

Other related phone numbers for FLEACT Yokosuka:

Command Duty Officer (CDO)	090-8046-5954
Security	243-2300
Ambulance	911 or 046-816-0911
Port Operations	243-7366
Environmental Division	243-5777
Service Desk	115 or 046-816-5555
Environmental Department	243-4932

**HS（危険有害物）流出、火災、事故に限らず、緊急事態
時には、**911 (046-816-0911)**
CNFJ 地域救急指令センターに通報する。**

その他の横須賀基地連絡先:

当直仕官	090-8046-5954
セキュリティー（憲兵隊）	243-2300
救急車	911 または、046-816-0911
ポート・オペレーション	243-7366
PWD 基地環境課 流出事故対応担当	243-5777
PWD サービスデスク	115 または、046-816-5555
SRF-JRMC 環境部	243-4932

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SMALL SPILL RESPONSE PROCEDURE**小規模の流出事故対応手順**

This procedure provides regulations and instructions for small spill response for FLEACT Yokosuka.

この手順書は、横須賀基地管轄区域内の小規模流出事故を発見した場合の対処手順について記載しています。

EMERGENCY TELEPHONE NUMBERS**緊急連絡 電話番号**

In the event of an emergency of any kind, including but not limited to Hazardous Substance Spills, Fires, or Accidents, Call 911 (046-816-0911) CNFJ Regional Dispatch Center

Other related phone numbers:

Ambulance	911 or 046-816-0911
Port Operations	DSN 243-7366
Environmental Division	DSN 243-5777
PWD Service Desk	115 or 046-816-5555
SRF-JRMC Environmental Department	DSN 243-4932

HS(危険有害物)流出/火災/事故に限らず、緊急事態時には 911 (046-816-0911) CNFJ 地域救急指令センターに通報する。

その他関係連絡先

救急車	911 または、046-816-0911
ポート・オペレーション	DSN 243-7366
基地環境課 流出事故対応担当	DSN 243-5777
PWD サービスデスク	115 または、046-816-5555
SRF-JRMC 環境部	DSN 243-4932

In accordance with the Japan Environmental Governing Standards (JEGS), Chapter 18, a reportable spill quantity is 110 gallons for POL. Spills of liquid or semi-liquid HM, HW or HS in amounts above Reportable Quantities (RQ) identified in the Overseas Environmental Guidance Baseline Document (OEGBD) are also reportable spills.

However, any type or amount of spill into a storm drain or into Japan's water is reportable and the FLEACT Yokosuka PWD Environmental Office N4E must be notified.

日本環境管理基準 (JEGS) 18 章では、110 ガロンを超える石油製品の流出と液状/半液状の HM(危険物質)、HW(有害廃棄物)、HS（危険有害物）は OEGBD で定められた流出量を超えた場合に報告を義務付けています。

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しかし雨水排水管や公共水域への流出がある場合、物質の種類・量に関わらず、基地環境課 N4E に報告しなければなりません。

What to do if you discover a leak or spill:

流出事故発見時にすべきこと

- Keep calm, think, and avoid panic and confusion.
- 冷静を保ち、パニックにならない。
- Spread the word by shouting “Spill, Spill, Spill”.
- 「スピルです！スピルです！」と叫んで周囲に知らせる。
- If you cannot respond to the spill, due to size or type of spill, immediately call the CNFJ Regional Dispatch Center (911 or 046-816-0911). Be prepared to give the following information when reporting the spill:
 - a) Location of the spill
 - b) Your name and telephone number
 - c) Number and type(s) of injuries
 - d) Identification of the spilled substances, if known
 - e) Source of the spill (i.e., drum, tank, container)
 - f) Quantity spilled
 - g) Time when spill occurred
 - h) Direction the spill is traveling
 - i) Any immediate threats to human health, safety, and/or the environment.
- 流出の規模に関わらず、自己対応が不能と判断される流出事故の場合は、直ちに CNFJ 地域救急指令センター（911 または 046-816-0911）に通報する。その際、以下の情報を用意して伝える。
 - a) 流出場所
 - b) 通報者氏名及び電話番号
 - c) 被災者数及びその状態
 - d) 流出物質名（判別できる場合）
 - e) 流出源（例：ドラム、タンク、容器等）
 - f) 流出量
 - g) 流出事故発生時刻
 - h) 流出物質拡散状況
 - i) 作業者の安全衛生、或いは環境へ直ちに及ぶ悪影響
- If you can properly respond to the spill with appropriate Personnel Protective Equipment (PPE) without risking YOUR OWN SAFETY, refer to the following guidelines below.
- 流出事故対応は、適切な個人保護具を着用し、自らの安全を確保した上で、自身で適切に対応できる場合に限り、以下の手順に従ってください。

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HS（危険有害物）流出事故対策に関する手引書

How to respond to a small leak or spill:**小規模の流出事故への対応措置**

- Identify the spilled substances, find the source of the spill, and check the direction of the spill.
- 流出物質を断定し、流出源を特定すると共にその流出方向を調べる。
- If there are drain pits, trenches, storm drains, etc., prevent the spill from going into them by covering them with appropriate spill kits or drain plugs.
- 事故現場周辺の排水口、排水溝、雨水管等への流出物の流入を、適切なスピルキットで防ぐ。
- Stop the source of the spill, if possible, and cover spilled material source with appropriate spill kit absorbents or neutralizing agents.
- 流出源を適切なスピルキットで囲い込み、流出を止める。
- If possible, clean up the spill upwind from the spill area.
- 可能な限り、風上から流出の清掃を行う。
- Properly dispose of all waste generated during the spill clean up operation.
- 流出事故の清掃作業に伴い発生した廃棄物は、適切に処分する。

Report spill to FLEACT Yokosuka PWD Environmental Office at: DSN 243-5777 (regular hours, 08:00 – 16:30, M-F). Applicable spill incidents will be investigated, recorded, filed and surveyed for trends to prevent future occurrences.

流出事故発生への報告は、電話で基地環境課 流出事故対応担当、軍電：243-5777（08:00 – 16:30、月-金）。基地環境課人員は必要に応じて流出事故現場の調査を行い、その記録を保管し再発防止策の一環として使用します。

COMMANDER, FLEET ACTIVITIES (COMFLEACT), YOKOSUKA SOLID WASTE TONNAGE REPORT

COMFLEACTINST

5090.8

Company / 会社名: _____

Title / 工事名: _____

Contract Number / 契約番号: _____

Date / 日付: _____

Telephone / 電話番号: _____

In case of solid waste to be disposed of at off-base. 米軍基地から出た廃棄物を基地外で処分した場合

		In case of solid waste to be disposed of at off-base. 米軍基地から出た廃棄物を基地外で処分した場合									
		INCINERATED			LAND-FILLED			RECYCLED (リサイクル)			
		焼却処理			埋め立て処理			Off-Base			QRP
		KG	COST (¥)	COST (\$)	KG	COST (¥)	COST (\$)	KG	COST (¥)	COST (\$)	KG
Scrap Metal	金属くず										
Paper	古紙										
Green/Yard Waste	枝/落葉など										
Textiles	古繊維										
Rubber	ゴム/タイヤ										
Glass	ガラスくず										
Clear Glass	透明ガラス										
Other Glass	その他のガラス										
Plastic	廃プラスチック										
P.E.T Bottles	ペットボトル										
Other Plastic	その他のプラスチック										
Wood	木くず										
Pallets	パレット										
Other Woodwaste	その他の木くず										
White Goods	廃大型家電用品										
Commercial Refrigerators	業務用冷蔵庫										
Household Refrigerators	家庭用冷蔵庫										
Commercial Air Conditioners	エアコン										
Ovens/Ranges	オーブン/コンロ										
Microwaves	電子レンジ										
Commercial Washing Machines	業務用洗濯機										
Household Washing Machines	家庭用洗濯機										
Commercial Dryers	乾燥機										
Other Household Appliances	その他の廃家電用品										
Electronic Scrap	廃家電										
PC's	パソコン										
PC Peripherals	パソコンの周辺機器										
Flatscreen Monitors / Televisions	液晶モニター / TV										
Players	オーディオ機器										
Other Electronic Waste	その他の家電製品										
Solid Hazardous Waste	固形有害廃棄物										
Recyclable Hazardous Waste	リサイクル可能な有害廃棄物										
Dry-cell Batteries	乾電池										
Non-Recyclable Hazardous Waste	その他のリサイクル不可能な有害廃棄物										
Other Solid Waste	その他の固形廃棄物										
Sludge	汚泥										
Debris	がれき類										
Residue	燃え殻										
Concrete Waste	コンクリートガラ										

COMFLEACT, Yokosuka Public Works Department, Environmental Division, Qualified Recycling Program

POC/担当: Pippin Takami

Telephone/内線: 243-3817

E-mail: Tayuko.Senoo.JA@fe.navy.mil

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COMMANDER, FLEET ACTIVITIES (COMFLEACT), YOKOSUKA SOLID WASTE TONNAGE REPORT

COMFLEACTINST

5090.8

Solid waste must be recycled to the most practical extent possible in order to minimize land-filled and incinerated waste. So all recycled waste at COMFLEACT, Yokosuka must be properly documented. Reporting requirements include the weight of waste recycled and costs associated with efforts to recycle the waste.

廃棄物の埋め立て処理や焼却処理を最小限に抑えるために、現実的に可能な限りのリサイクルが義務づけられています。それに伴い、リサイクルにかかる費用やリサイクルの総量などを報告するため、米海軍横須賀基地内でのリサイクルについて適切な記録を残す必要があります。

Category	Description
Scrap Metal (金属くず)	All ferrous and none ferrous metal having 30% or less foreign attachments . 付属品が30%以下の全ての金属と非鉄金属物。
Paper (古紙)	All paper-based products such as white bond paper, colored paper, craft paper, shredded paper, cardboard, catalogues, and magazines. 白いコピー用紙、色紙、模造紙、シュレッター紙、ダンボール、雑誌などの紙類すべて。
Green/Yard Waste (剪定くずなど)	Waste resulting from land scaping and tree trimming requirements such as leaves, grass clipping, tree branches, etc. 庭仕事や伐採から出た剪定くずなどの廃棄物（例えば、葉っぱ、芝刈りゴミ、木の枝など）
Textiles (古繊維)	All cloth, vinyl, and weather proof fabrics canvas material, and so on. 全ての洋服、ビニル、耐候性素材、テント生地など。
Rubber (ゴム/タイヤ)	Rubber vehicle tires only (rims and other foreign attachments must be removed); excludes matting, innertubes, hose pipes, flooring, mats, door stops, or any other types of rubber. ゴム製のタイヤのみ（ホイール等、付属品は取り除くこと）； マット、タイヤの中のゴム製のチューブ、ホース、床用マット、ドアストッパー等、他のあらゆるゴム製品は対象外
Glass (ガラスくず)	1) Clear Glass (both whole or crushed clear bottles); 2) Other Types of Glass (all glass except clear crushed or whole clear bottles). 1) 透明のガラス （粉砕してあるもの、又は原形を留めているもの）； 2) その他のガラス （透明でないガラス 製品で粉砕、又は原型を留めているもの）。
Plastic (廃プラスチック)	1) Plastic (P.E.T.) Bottles (both colored and clear plastic bottles); 2) Other Plastic (all plastic not categorized as Plastic Bottle). 1) ペットボトル （色つき、透明どちらも可）； 2) その他のプラスチック （全ての プラスチック 製品でペットボトル以外のもの）。
Wood (木くず)	1) Pallets/Crates (all wood derived from pallets and shipping crates); 2) Other Wood Waste (all wood not used for pallets and shipping crates and excludes wood categorized as Green/Yard Waste). 1) パレット/木箱 （パレットや配送木箱から出る全ての木くず）； 2) その他の木くず （パレット、配送木箱や植物性/庭ゴミを除く、その他の木くず）。

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廃棄物の埋め立て処理や焼却処理を最小限に抑えるために、現実的に可能な限りのリサイクルが義務づけられています。それに伴い、リサイクルにかかる費用やリサイクルの総量などを報告するため、米海軍横須賀基地内でのリサイクルについて適切な記録を残す必要があります。

Category	Description
White Goods (廃大型家電製品)	<p>1) <u>Commercial Refrigeration Equipment</u> (refrigeration equipment and freezers used in commercial settings); 2) <u>Household Refrigerators/Freezers</u> (used exclusively in households); 3) <u>Commercial Air Conditioners</u> (used for commercial purposes); 4) <u>Household Air Conditioners</u> (used exclusively in households); 5) <u>Ovens/Ranges</u> (any type is okay so long as the basic material content is metal; otherwise, it should be categorized as Other Waste.); 6) <u>Microwaves</u> (any type is okay); 7) <u>Commercial Washing Machines</u> (used for commercial purposes); 8) <u>Commercial Dryer</u> (used for commercial purposes only); 9) <u>Other Household Appliances</u> (includes all household appliances not specifically named).</p> <p>1) <u>業務用冷蔵庫</u> (業務用の冷蔵庫/冷凍庫); 2) <u>家庭用冷蔵庫/冷凍庫</u> (家庭用のみ); 3) <u>業務用エアコン</u> (業務用のみ); 4) <u>家庭用エアコン</u> (家庭用のみ); 5) <u>オープンレンジ/コンロ</u> (どのタイプ可だが基本的に金属製素材のもの、そうでなければその他の廃棄物に分類される); 6) <u>電子レンジ</u> (どのタイプも可); 7) <u>業務用洗濯機</u> (業務用のみ); 8) <u>業務用乾燥機</u> (業務用のみ); 9) <u>その他の家電製品</u> (上記以外の家電製品など)</p>
Electronic Scrap (廃家電)	<p>All precious metal bearing scrap and includes five categories: 1) <u>PC's</u> (only includes the main tower unit); 2) <u>PC Peripherals</u> (all peripherals that connect to the main tower unit such as keyboards, printers, portable drives, etc.); 3) <u>Flatscreen Monitors/Televisions</u> (Cathode Ray Tube monitors/televisions are categorized as Other Waste); 4) <u>Players</u> (includes all music and movie players such as DVD players, VCR machines, stereos, etc.); 5) <u>Other Electronic Waste</u> (includes all waste not listed above that contains precious metal bearing scrap).</p> <p>全てのレアメタル、又は次の5つのカテゴリーを含んだもの: 1) <u>パソコン</u> (メインタワーユニットを含むものに限る); 2) <u>パソコンの周辺機器</u> (メインタワーユニットから接続されるキーボード、プリンター、ポータブルドライブなどの全ての周辺機器); 3) <u>液晶モニター/テレビ</u> (ブラウン管のモニター/テレビはその他の固形廃棄物に分類されます); 4) <u>オーディオ機器</u> (DVDプレーヤー、ビデオカセットレコーダー、ステレオなどの全ての音楽、映像機器); 5) <u>その他の廃家電</u> (前記のリストにない全てのレアメタルを含むもの)。</p>
Solid Hazardous Waste (固形有害廃棄物)	<p>1) <u>Recyclable Hazardous Waste</u> (containing recyclable hazardous contents); 2) <u>Dry-Cell Batteries</u> (A-cell, AA-cell, AAA-cell, C-cell, D-cell, and any other dry cell battery); and 3) <u>Non-Recyclable Hazardous Waste</u> (contains no recyclable hazardous contents).</p> <p>1) <u>リサイクル可能な有害廃棄物</u> (リサイクル可能な有害物質を含有するもの); 2) <u>乾電池</u> (単一、単二、単三、単四、単五の乾電池やその他の乾電池); 3) <u>リサイクル不可能な有害廃棄物</u> (リサイクルができない有害廃棄物を含むもの)。</p>
Other Solid Waste (その他の固形廃棄物)	<p>This is all waste not included in any of the above categories.</p> <p>上記のカテゴリーに含まれていない全ての廃棄物。</p>

ENVIRONMENTAL PROTECTION PLAN (EPP)

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Environmental Protection Plan

Project Name		
Contract #		
Contractor Name		
FEAD Project Manager and Phone #		
Date Prepared or Revised		
Version		
Date of Project Commencement		
Date of Project Completion		
Section 1. General Overview and Purpose		
1-1. Project and Site Information (Describe the site and the work to be performed at the site.)		
*Attach a map showing the site location to the end of the EPP. The map should point out where each type of work will be performed. It should also point out where hazardous waste, asbestos wastes, solid waste, and recyclables will be stored.		
1-2. Environmental Manager		
Name:	Telephone #:	Email Address:
1-3. Environmental Manager Duties (List the duties and the level authority assigned to the environmental manager.)		
1. 2.		
*Attach a letter, signed by an officer of the firm, appointing the Environmental Manager and stating that he/she is responsible for managing and implementing the Environmental Program as described in this contract, to the end of the EPP. Include the Environmental Manager's responsibility in this letter to ensure environmental compliance.		
1-4. Environmental Manager Training (List the training classes/courses the Environmental Manager has taken.)		
1. 2.		
*Attach training records/certificates to the end of the EPP.		
1-5. Training Methods (Describe the communication and training procedures that the Environmental Manager will use to convey environmental requirements to contractor employees and subcontractors.)		
1-6. Employee-training Records (List the employee training records that are available for review.)		
1. 2.		

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*Attach training records/certificates to the end of the EPP.			
Section 2. Management of Natural Resources <input type="checkbox"/> Not Applicable			
2-1. Describe the methods that you will use to protect natural resources on the site. Provide measures for all types of natural resources, including: land resources and landscape features, trees, stream crossings, fish and wildlife resources, drainages, and wetland areas.			
1. 2. 3.			
Section 3. Protection of Historical and Archaeological Resources <input type="checkbox"/> Not Applicable			
3-1. Describe the methods you will use to protect of historical and/or archeological resources on the site.			
1. 2.			
Section 4. Air Emissions/Ozone-Depleting Substances (ODS) <input type="checkbox"/> Not Applicable			
4-1. Does the project include removal of any refrigerants containing Ozone Depleting Substance (ODS) listed in Japan Environmental Governing Standards (JEGS) Table C2.T1.?			<input type="checkbox"/> Yes <input type="checkbox"/> No
4-2. Describe disposal methods for removal of refrigerants.			
Section 5. Drinking Water <input type="checkbox"/> Not Applicable			
5-1. Describe how drinking water is protected from contamination during installation of new water main or repairing existing water mains.			
Section 6. Storm Water and Wastewater <input type="checkbox"/> Not Applicable			
Storm Water			
6-1. Current Conditions (Describe the ground cover at the site is and if there are erodible soils at the site.)			
6-2. Erosion Control Methods (Describe temporary and permanent measures to minimize erosion, including mechanical retardation, revegetation and mulching.)			
1. 2.			
6-3. Potential Sources of Stormwater Pollution (Identify potential sources of pollution (e.g., sediment/dust, chemicals, etc.) which may be expected to affect the quality of storm water discharge from the site.)		6-4. Stormwater Best Management Practices (BMPs) (For each potential source of stormwater pollution, describe management procedures or BMPs that you will use to prevent stormwater pollution.)	
1. 2.		1. 2.	

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Project Name			
Contract #			
Wastewater			
6-5. Types of Wastewater: (List of all types of wastewater the contractor expects to generate. Wastewater includes, but is not limited to: wash water, rinse water, soapy water, and oily water.)		Disposal Method: (Describe how you plan to dispose of the wastewater (e.g., off-base treatment, hazardous waste yard, discharge to the sewer, use of OWS).)	
1. 2.		1. 2.	
6-6. Wastewater Sampling			
Sampling Analytes: (List the analytes that the wastewater will be sampled for, e.g., lead, arsenic.)		Laboratory Method: (List the laboratory method that will be used to sample each analyte.)	Preservation Method: (Describe the method that will be used to preserve samples, including holding time and container type.)
1. 2.		1. 2.	1. 2.
*Contact CFAY PWD Environmental for on-base discharge criteria.		*Attach a copy of the laboratory's certificate to the end of the EPP.	
Section 7. Hazardous Materials <input type="checkbox"/> Not Applicable			
7-1. Are Hazardous Materials (HAZMAT) to be brought on site for daily use?			<input type="checkbox"/> Yes <input type="checkbox"/> No
7-2. Have the latest Safety Data Sheet(s) (SDSs) been submitted to CFAY PWD Environmental with Hazardous Material Inventory Sheet?			<input type="checkbox"/> Yes <input type="checkbox"/> No
7-3. Types of HAZMAT Anticipated: (List the types of HAZMAT that you expect to use this project.)		7-4. Daily Average Amount of HAZMAT Expected: (Provide the approximate weight or volume of each HAZMAT that you expect to use.)	
1. 2.		1. 2.	
7-5. Describe how to temporary store HAZMAT on site.			
<p>When a HAZMAT is used, follow the guidance below.</p> <ol style="list-style-type: none"> 1) A SDS information should be maintained on site. 2) HAZMAT should be properly used and stored in accordance with SDS/MSDS. 3) Dispensing areas must be properly maintained. 4) Dispensing areas must be located away from catch basins and floor/storm drains. 5) Containers must not be leaking. 6) Contents must be clearly marked on a container. 7) Drip pans/absorbent materials must be placed under containers to prevent spills. 8) When a HAZMAT is stored, follow the appropriate requirements. 9) Flammable HAZMAT and corrosive HAZMAT are stored separately in appropriate lockers, and acids are stored separately from alkali. 			
Section 8. Solid Waste, Industrial Waste, and Recyclable Waste <input type="checkbox"/> Not Applicable			

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Project Name			
Contract #			
8-1. Types of Solid Waste and Industrial Wastes Anticipated (List the types of solid waste that you expect to generate during this project.)		8-2. Disposal Method for Solid Waste and Industrial Waste (Describe the proposed method for disposal for each type of the solid waste listed (i.e. land-filled, treated, incinerated, off-site processing, etc.). Include the name, location, and phone number of each disposal/processing site.)	
1. 2.		1. 2.	
*Attach a copy of all applicable transportation and disposal permits, certifications, and licenses to the end of the EPP.			
8-3. Types of Recyclable Material Anticipated (List the types of recyclable material that you expect to generate during this project.)		8-4. Recycling Facility (List where the recyclable materials will be recycled, at the CFAY PWD QRP (Bldg 4857) or recycled via a Japan Government approved off-site recycling facility. If the materials cannot be recycled at the CFAY PWD QRP, explain why not. Also explain whether the material can be used in its current form.) A legible copy of Waste Disposal Manifest (a copy of receipt"E") with the completion date of landfill, and CFAY Solid Waste Tonnage Report MUST BE submitted Solid Waste Manager, CFAY PWD Environmental. The CFAY Solid Waste Tonnage Report must include the totals of, 1) the accurate weight unit (Kg), 2) monetary unit (Both Dollar and Yen with the timely exchange rate).	
1. 2.		1. 2.	
*Contact CFAY PWD Environmental for a list of materials that MUST BE recycled through Bldg 4857 CFAY Qualified Recycling Program (QRP). Justification for off-base recycling is required to be submitted and approved by CFAY QRP before recycling off-base.			
Section 9. Hazardous Waste <input type="checkbox"/> Not Applicable Note 1: Wastes generated from non-Government furnished materials must be disposed of properly by the contractor. Note 2: Complete Section 10 for Asbestos Containing Material (ACM) wastes and section 11 for Polychlorinated Biphenyl (PCB) wastes.			
9-1. List all hazardous wastes (HWs) that you expect to generate, provide the approximate weight or volume of each HW that you expect to generate, list who transports each HW to a disposal facility, and provide the name and location (city and prefecture) of the permitted/licensed facility where each HW will be disposed of.			
Hazardous Waste Expected:	Amount/volume Expected:	Transporter (name):	Disposal Facility (name, city and prefecture):
1.			
2.			
3.			
*Attach copies of the laboratory certifications and laboratory results and copies of the HW transportation and disposal permits and licenses at the end of this EPP. When HWs will be turned into the Hazardous Waste Storage Area (HWSA) at Bldg. 1822, disposal permits and licenses are not required.			

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Project Name			
Contract #			
9.2. Hazardous Waste Accumulation and Management Methods <i>(Explain a) where HW will be accumulated, b) how it will be accumulated and managed, including but are not limited to types of containers, labeling and marking, secondary containment system, and security on site, and c) how long it will be accumulated until removal for disposal.)</i>			
9-3. Hazardous Waste Accumulation Point (HWAP)			
Will any HW be accumulated on site overnight?		<input type="checkbox"/> Yes	<input type="checkbox"/> No (Skip to 9-4)
HWAP Establishment		Date Completed/Anticipated	
a. Read and acknowledge Contractor HWAP documentation for requirements			
b. Submit the following to the CFAY PWD Environmental via the Contracting Office: 1) Completed Contractor HWAP Documentation Form with a location map of proposed HWAP 2) ECATTS Training certificates of the following modules (note: * indicates when applicable): <ul style="list-style-type: none"> Asbestos for Contractors * Hazardous Waste for Contractors PCBs Management for Contractors * Pollution Prevention Spill Response for Contractors Waste Management Guidelines for Contractors 			
*A site visit inspection will be performed, and the requested HWAP must be approved prior to its use. Plan accordingly because this process may take a few weeks or more depending on the quality of submittals from the contractor.			
9-4. Hazardous Waste Transportation Methods <i>(Explain how HW will be transported to disposal facility (the HWSA or off-base disposal facility).)</i>			
9-5. Hazardous Waste On-Base Disposal Job Order Number (JON) <i>(Provide assigned JON for on-base disposal at the HWSA. State "NA" for off-base disposal and complete Section 9-6.)</i>			
9-6. Hazardous Waste Off-Base Disposal Methods <i>(Explain how HW will be disposed of at the off-base disposal facility. State "NA" for turn-in to the HWSA.)</i>			
*Legible copies of Waste Disposal Manifest ("A" and "E") with appropriate stamp or signature and date must be submitted to CFAY PWD Environmental via the Contracting Office upon completion of disposal.			
Section 10. Asbestos Containing Material (ACM)		<input type="checkbox"/> Not Applicable	
10-1. Have Asbestos abatement plan been submitted to CFAY PWD Environmental?		<input type="checkbox"/> Yes <input type="checkbox"/> No	

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Project Name				
Contract #				
10-2. List all ACM wastes that you expect to generate; provide the approximate weight or volume of each ACM waste that you expect to generate; name Type I or Type II for each ACM waste, list who transports each ACM waste to a disposal facility, and provide the name and location (city and prefecture) of the permitted/licensed facility where each ACM waste will be disposed of.				
ACM Waste Expected:	Amount/volume Expected:	Type (I or II):	Transporter (name):	Disposal Facility (name, city and prefecture):
1.				
2.				
3.				
*Attach copies of the laboratory certifications and laboratory results and copies of ACM waste transportation and disposal permits and licenses at to the end of this EPP.				
10-3. ACM Waste Accumulation and Management Methods (<i>Explain a) where ACM waste will be accumulated, b) how it will be accumulated and managed, including but are not limited to types of containers, labeling and marking, secondary containment system, and security on site, and c) how long it will be accumulated until removal for disposal.</i>)				
10-4. Hazardous Waste Accumulation Point				
Will any ACM waste be accumulated on site overnight? <input type="checkbox"/> Yes (Complete 9-3) <input type="checkbox"/> No				
10-5. ACM Waste Transportation Methods (<i>Explain how ACM waste will be transported to disposal facility (the HWSA or off-base disposal facility).</i>)				
10-6. ACM Waste On-Base Disposal Job Order Number (JON) (<i>Provide assigned JON for on-base disposal at the HWSA. State "NA" for off-base disposal and complete Section 10-7.</i>)				
10-7. ACM Waste Off-Base Disposal Methods (<i>Explain how ACM waste will be disposed of at the off-base disposal facility. State "NA" for turn-in to the HWSA.</i>)				
*Legible copies of Waste Disposal Manifest ("A" and "E") with appropriate stamp or signature and date must be submitted to CFAY PWD Environmental via the Contracting Office upon completion of disposal.				
Section 11. Lead Based Paint (LBP) <input type="checkbox"/> Not Applicable				
11-1. Have LBP abatement plan been submitted to CFAY PWD Environmental?				<input type="checkbox"/> Yes <input type="checkbox"/> No
11-2. For disposal of LBP (contaminated) wastes, complete Section 9, Hazardous Waste.				
Section 12. Polychlorinated Biphenyl (PCB) <input type="checkbox"/> Not Applicable				

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Project Name			
Contract #			
12-1. Newly Procured Transformer and Equipment Containing Dielectric or Hydraulic Fluid <i>(List all applicable transformers and equipment containing dielectric or hydraulic fluid including fluorescent light ballasts. State "NA" when 12-1 is not applicable.)</i>			
1. 2.			
*Attach 1) a manufacturer's certification that the transformer/equipment contains no detectable PCBs at the time of shipment and 2) a copy of permanent label(s) affixed the transformer/equipment stating it is PCB-free (no detectable PCBs).			
12-2. Will any PCB waste be generated? <input type="checkbox"/> Yes (Complete the rest) <input type="checkbox"/> No (Skip to next section)			
List all PCB wastes that you expect to generate and provide the approximate weight or volume of each PCB waste that you expect to generate.			
PCB Waste Expected:		Amount/volume Expected:	
1.		1.	
2.		2.	
*Attach copies of the laboratory certifications and laboratory results to the end of this EPP.			
12-3. PCB Waste Accumulation and Management Methods <i>(Explain a) where PCB waste will be accumulated, b) how it will be accumulated and managed, including but are not limited to types of containers, labeling and marking, secondary containment system, and security on site, and c) how long it will be accumulated until removal for disposal.)</i>			
12-4. Hazardous Waste Accumulation Point			
Will any PCB waste be accumulated on site overnight? <input type="checkbox"/> Yes (Complete 9-3) <input type="checkbox"/> No			
12-5. PCB Waste Transportation Methods <i>(Explain how PCB waste will be transported to disposal facility (the HWSA or off-base disposal facility).)</i>			
12-6. PCB Waste On-Base Disposal Job Order Number (JON) <i>(Provide assigned JON for on-base disposal at the HWSA. State "NA" for off-base disposal and complete Section 12-7.)</i>			
12-7. PCB Waste Off-Base Disposal Methods <i>(Explain how PCB waste will be disposed of at the off-base disposal facility and provide the name and location (city and prefecture) of the permitted/licensed facility where each PCB waste will be disposed of. State "NA" for turn-in to the HWSA.)</i>			
*Attach copies of PCB waste transportation and disposal permits and licenses at the end of this EPP. Legible copies of Waste Disposal Manifest ("A" and "E") with appropriate stamp or signature and date must be submitted to CFAY PWD Environmental via the Contracting Office upon completion of disposal.			

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Project Name				
Contract #				
Section 13. Contaminated Soil & Sludge <input type="checkbox"/> Not Applicable				
13-1. Temporary Storage Methods of Excavated Soil/Sludge <i>(Describe the methods on how the project stores excess soil/sludge during the temporary storing of excavated soil until off base disposal or backfill. Provide location of the temporary laydown area and erosion control measures for the grubbing, excavation, grading and other land work that will disturb the soil and create the potential soil run-off at the project sites.)</i>				
13-2. Where will be final location of the excavated soil /sludge at the end of the project?		<input type="checkbox"/> Back to the original location (Skip to next section) <input type="checkbox"/> Off-Base Disposal Facilities (Complete the rest)		
13-3. Have Soil/Sludge Sampling Plan been submitted to CFAY PWD Environmental?				<input type="checkbox"/> Yes <input type="checkbox"/> No
*Soil/Sludge Sampling Plan shall include sampling methods, sampling equipment and container, number of samples to be tested, sample volumes (minimum quantity required per container), preservation techniques, holding times, and chain of custody (COC) to CFAY PWD Environmental Soil Program Manager at (243-5180) prior to sampling even if excess soil will be off base disposal.				
13-4. Excess Soil/Sludge From The Excavation Disposal and Ditches <i>(Describe how the project disposes of excess soil from the excavation and ditches.)</i>				
13-5. Contaminated Soil/Sludge Treatment/Disposal Method And Location <i>(List the name and location of the permitted facility(ies) where the contaminated soil will be treated and disposed.)</i>				
*Attach a copy of the treatment/disposal facility's certification(s) at the end of the EPP.				
Section 14. Aboveground Storage Tanks and Underground Storage Tanks <input type="checkbox"/> Not Applicable				
14-1. Aboveground Storage Tank (AST) Containing Fuel <i>(Provide information in below table if any ASTs are involving in the project.)</i>				
Tank ID	Location	Tank Capacity (GAL)	Contents	Type of Work (Installation, Demolition, Repair or Tank Cleaning etc.)
14-2. Newly-installed AST				
14-2-1. Secondary Containment System <i>(Describe what types of secondary containment system to be installed.)</i>				
14-2-2. Sign Board				

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Project Name				
Contract #				
14-3. Underground Storage Tanks (USTs) (Provide information in below table if any USTs are involving in the project.)				
Tank ID	Location	Tank Capacity (GAL)	Contents	Type of Work (Installation, Demolition, Repair or Tank Cleaning etc.)
14-4. POL USTs To Be Newly Installed				
14-4-1. Explain how each tank is protected from corrosion.				
14-4-2. Describe spill/overfill prevention system.				
14-4-3. Provide leak detection to be equipped if all pressurized piping or suction piping appeared in each tank.				
14-5 Explain how the exposed free product and/or obviously contaminated soil in the immediate vicinity of the tank are appropriately removed and managed.				
14-6. USTs To Be Modified/Constructed/Relocated/Replaced/Closed/Removed (Explain (1) how the all of the product and sludge in the tank are appropriately removed and managed, (2) how the tank is emptied and cleaned if the product stored in the tank is changed, and (3) how the corrosion protection and leak detection systems are operated and maintained if tank is temporarily closed.)				
Section 15. Pesticides and Herbicides <input type="checkbox"/> Not Applicable				
15-1. Have Contractor's Work Plan been submitted to NAVFAC FE Pest Management Consultant via PWD Environmental Pest Management Coordinator?				<input type="checkbox"/> Yes <input type="checkbox"/> No
15-2. Complete Section.7 to provide information for all pesticides and herbicides to be brought on site.				
Section 16. Spill Prevention and Control <input type="checkbox"/> Not Applicable				
16-1. Spill Prevention and Control Equipment (Describe equipment that will be used to <u>prevent and control</u> any spills/releases to the environment. Equipment may include, but are not limited to, on-site spill equipment, absorbent mats, secondary containment, drip pans, etc.)				
1. 2.				
16-2. Spill Prevention Methods (Describe procedures to <u>prevent</u> any spills/releases to the environment.)				

ENVIRONMENTAL PROTECTION PLAN (EPP)

Version:CFAYEN201709

Environmental Protection Plan

Project Name	
Contract #	
16-3. Spill Control Methods When Responding (Describe procedures to <u>control</u> any spills/releases to the environment when responding.)	
16-4. Spill Notification Procedure (Describe who and how you notify the Government in the event of a spill/release to the environment.)	

Include all relevant attachments at the end of the EPP, including:

- Letter designating the Environmental Manager
- Work site map(s)
- Transportation and disposal permits/licenses for Solid Waste
- Transportation and disposal permits/licenses for Industrial Waste
- Transportation and disposal permits/licenses for Hazardous Waste
- Transportation and disposal permits/licenses for ACM waste
- Transportation and disposal permits/licenses for PCB waste
- Transportation and disposal permits/licenses for Contaminated Soil
- HWAP establishment request form with required documents (when ready)
- Laboratory certifications and analysis results for hazardous waste, ACM wastes, PCB wastes, and/or wastewater
- Manufacturer's certification that the equipment contains no detectable PCBs at the time of shipment and a copy of permanent label(s) affixed the transformer/equipment stating they are PCB-free (no detectable PCBs).
- Certification/roster sheet of the latest CFAY EMS (Environmental Management System) Awareness Training

SAMPLE FORM OF ACCIDENT PREVENTION PLAN (APP)

From: **Sample Co.,Ltd**
To: **FEAD COR/SPAR, Yokosuka**

Date : _____

Subj: Submission of **Accident Prevention Plan (APP)**

Ref: (a) Contract No: **N40084-xx-x-xxxx**
Contract Title

Encl.: (1) Accident Prevention Plan (APP)

Per reference (a), Accident Prevention Plan (APP) is submitted as enclosure (1).

Maneger Name/ President Name
Sample Co.,Ltd

First Endorsement

Date : _____

From: **FEAD COR/SPAR, Yokosuka**
To: **Safety Office, NAVFAC FE Yokosuka**

Forwarded, Accepted / Not Accepted

FEAD COR/SPAR, Yokosuka

Second Endorsement

Date : _____

From: **Safety Office, NAVFAC FE Yokosuka**
To: **Supervisory Contracting Officer's Representative(SCOR), Yokosuka**

Forwarded, Accepted / Not Accepted

Safety Office, NAVFAC FE Yokosuka

Third Endorsement

Date : _____

From: **Supervisory Contracting Officer's Representative(SCOR), Yokosuka**
To: **Sample**

Returned, Accepted / Not Accepted

Supervisory Contracting Officer's Representative(SCOR), Yokosuka

SAMPLE FORM OF ACCIDENT PREVENTION PLAN (APP)

**Accident Prevention Plan (APP)
&
Activity Hazardous Plan (AHA)**

N40084-xx-x-xxxx

Contract Title

Sample Co.,Ltd

SAMPLE FORM OF ACCIDENT PREVENTION PLAN (APP)

Table Contents

- a. Signature Sheet (署名シート)
- b. Background Information (背景情報)
- c. Statement of Safety and Health Policy (安全衛生方針の声明書)
- d. Responsibility and Lines of Authorities (責任事項と権限系統)
- e. Subcontractors and Suppliers (下請け事業者と供給事業者)
- f. Training (訓練)
- g. Safety and Health Inspections (安全衛生検査)
- h. Mishap Reporting and Investigation. (事故報告と調査)
- i. Plans, Programs and Procedures, required by this manual
(本規程で要求される計画書、プログラム、手順)
- j. Risk Management Processes (AHAs).(リスクマネジメントプロセス
(AHA))
- k. Abbreviated App for Limited-Scope Service, Supply and R&D Contracts
(限定的な範囲のサービス提供、資材供給、研究開発に関する契約のため
の、簡略化した APP (Abbreviated APP))

Attachments

- A-1. Activity Hazard Analysis (AHA)
- A-2. Certificate
- A-3. Copy of Current Company's Policy Statement
- A-4. Site Map

SAMPLE FORM OF ACCIDENT PREVENTION PLAN (APP)

a. Signature Sheet (署名シート)**(1) Plan Prepared by:**

Name: _____

Title: _____

Company: **Sample Co.,Ltd** _____

Office Phone: _____

Celluar Phone: _____

This ACCIDENT PREVENTION & HAZARDOUS ANALYSIS PLAN has been prepared by:

Signature _____

Date : _____

(2) Plan Approved by:

Name: _____

Title: _____

Company: **Sample Co.,Ltd** _____

Office Phone: _____

Celluar Phone: _____

This ACCIDENT PREVENTION & HAZARDOUS ANALYSIS PLAN has been reviewed and approved by:

Signature _____

Date : _____

(3) Plan Concurred by:

Name: _____

Title: _____

Company: **Sample Co.,Ltd** _____

Office Phone: _____

Celluar Phone: _____

This ACCIDENT PREVENTION & HAZARDOUS ANALYSIS PLAN has been reviewed and concurred by:

Signature _____

Date : _____

SAMPLE FORM OF ACCIDENT PREVENTION PLAN (APP)

b. Background Information (背景情報)

(1) Contractor: **Sample Co.,Ltd**

(2) Contract No: N40084-xx-x-xxxx

(3) Project name: Contract Title

(4) Brief project description

(4) Brief project description, description of work to be performed, location (map), equipment to be used, anticipated high risk activities, and

(4) プロジェクトの簡単な説明、実施される作業の説明、場所 (地図)、使用される道具/機器/装置、予想される高リスク作業、

(5) Major phases of work anticipated.

(5) 予想される仕事の主なフェーズ (段階)。

(6) Within these major phases of work identified, activities [includes Definable features of Work (DFOWs) and tasks] to be performed that will require an AHA shall be specifically highlighted. This information can then be used by QC, QA and Safety personnel to track AHA submittals. The AHAs for these activities, tasks of DFOWs are NOT submitted at this time (AHAs created/submitted at this time would not be activity-specific as they are intended to be). > See Sections 01.A.14 and 01.A.15.

(6) 特定された作業のこれら主なフェーズの中で、AHA が必要な実施作業 [業務 (Definable Features of Work: DFOW) と職務を含む] が、具体的に明らかにされなければならない。この情報は、この後QC、QA、安全担当者が、AHA の提出を追跡するのに使用できる。これらの作業、職務、DFOW のAHA は、この時点では提出されない (この時点で作成/提出されるAHA は、意図されたような、作業に特化したものではないかもしれない)。> 01.A.14 と01.A.15 を参照。

SAMPLE FORM OF ACCIDENT PREVENTION PLAN (APP)**c. Statement of Safety and Health Policy (安全衛生方針の声明書)**

c. Statement of Safety and Health Policy. Provide a copy of current corporate/company Safety and Health Policy Statement, detailing commitment to providing a safe and healthful workplace for all employees. The Contractor's written safety program goals, objectives, and accident experience goals for this contract shall also be provided.

c. 安全衛生方針の声明書。企業/会社の最新の安全衛生方針声明書の写しを提出する。この声明書では、全ての従業員に対し、安全で衛生的な職場を提供する誓約を詳述すること。当該契約における、契約業者の安全プログラムの目標、目的、事故防止目標が、書面で示されなければならない。

d. Responsibility and Lines of Authorities (責任事項と権限系統)

d. Responsibilities and Lines of Authority. Provide the following:

d. 責務と権限系統。次を記載する:

(1) A statement of the employer's ultimate responsibility for the implementation of his SOH program for his own employees, all sub-contractors and all others on the worksite (includes the strict enforcement of the program).

(1) 自社従業員、全ての下請業者、作業現場にあるその他全ての者を対象とした、労働安全衛生 (SOH) プログラムの実施に関する、雇用主の最終責任についての声明 (プログラムを厳格に実施するという声明を含む)。

(2) Identification and accountability of personnel responsible for safety at both corporate and project level. Contracts specifically requiring safety or industrial hygiene personnel shall include a copy of their resumes. Qualifications shall be in accordance with Section 01.A.17.

(2) 企業レベル、プロジェクトレベル両方の、安全に責任を有する者の氏名と責任。安全/労働衛生担当者を特に必要とする契約では、その担当者の履歴書の写しがなければならない。資格証明は、01.A.17 に従わなければならない。

Note: Only official OSHA 30-Hour cards will be accepted or, if equivalent training is provided, appropriate instructor qualifications. > See also Section 01.A.17.i, Exception 2.

注記: 公式な OSHA 30 時間カードのみが受理される。または、同等のトレーニングが行われる場合は、適切な指導者資格が必要である。> 01.A.17.i の例外2 も参照。

(3) If equivalent training to the OSHA 30-hour classes is being presented as qualification, the training shall have covered the following areas:

(3) OSHA 30 時間課程と同等のトレーニングが、資格証明として提示される場合、そのトレーニングは、次の分野をカバーしたものでなければならない:

(a) OSH Act/General Duty Clause;

(a) 労働安全衛生法と、労働安全衛生法の一般的義務原則;

(b) 29 CFR 1904, Recordkeeping;

(b) 29 CFR 1904, 記録の保持;

(c) Subparts C, CC, D, E, F, K and M of OSHA;

(c) OSHA のサブパートC、CC、D、E、F、K、M;

SAMPLE FORM OF ACCIDENT PREVENTION PLAN (APP)

(d) Rigging, load handling equipment (LHE), welding and cutting, scaffolding, excavations, concrete and masonry, demolition, health hazards in construction, materials handling, storage and disposal, hand and power tools, motor vehicles, mechanized equipment, marine operations, steel erection, stairways and ladders, confined spaces or any others that are applicable to the work being performed;

(d) 玉掛け、荷役機械 (LHE)、溶接と切断、足場、掘削、コンクリートと石造、解体、建設工事における健康被害、資材の運搬/取扱い/保管/処分、手工具と動力工具、自動車、機械装置、海上作業、鉄骨組立て、階段とハシゴ、密閉区画など、実施される作業に関連する全て;

(4) The names of CP(s) and/or QP(s) and proof of competency/qualification to meet specific OSHA CP/QP requirements must be attached. The local SOHO will review the qualifications for acceptance;

(4) CP やQP の氏名と、OSHA が定めるCP/QP の具体的要件に合う能力/資格を証明するものが添付されなければならない。受入れのため、現地労働安全衛生部 (SOHO) が資格を審査しなければならない;

(5) Requirements and details of the employer's Risk Management Process;

(5) 雇用者のリスクマネジメントプロセスの詳細と要件;

Note: USACE uses the Activity Hazard Analysis (AHA) as part of a total risk management process. Contractors and other individual employer's may use the AHAs or their own version [Job Safety Analyses (JSAs), Job Hazard Analyses (JHAs), or similar Risk Management assessment tools]. These documents are considered equivalent to, and acceptable substitutes for,

注記: USACE は、総合的なリスクマネジメントプロセスの一部として作業危険分析 (AHA) を使用する。契約業者と他の個人事業主は、AHA、または彼ら独自の書式/形式 [Job Safety Analysis (JSA)、Job Hazard Analysis (JHA) や、類似するリスクマネジメントの評価手法] を使用してもよい。これらの書類は、USACE のAHA と同じ情報が盛り込まれていれば、AHA と同等であり、代用書類として受理できるものと見なされる。

(6) Requirements for initial activity-specific AHAs to be submitted and accepted at preparatory meetings, prior to work being performed;

(6) 作業実施前に提出され準備ミーティングで受理されることになっている、作業に特化した最初のAHA の要件;

(7) Requirements that no work by the Contractor shall be performed unless a designated CP/SSHO is present on the job site;

(7) 指名されたCP/SSHO が作業現場にいない場合、契約業者による作業が実施されてはならないという要件;

(8) Policies and procedures regarding non-compliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified;

(8) 安全要件に準拠していない場合の方針と手順 (安全要件に違反した場合の懲戒処分を含む) が明示されなければならない;

(9) Lines of authority;

(9) 権限系統;

SAMPLE FORM OF ACCIDENT PREVENTION PLAN (APP)

(10) Provide written company procedures for holding managers and supervisors accountable for safety.

(10) 管理者と監督者に安全責任を負わせる会社の手順を書面で示す。

e. Subcontractors and Suppliers (下請け事業者と供給事業者)

e. Subcontractors and Suppliers. If applicable, provide procedures for coordinating SOH activities with other employers on the job site:

e. 下請業者と供給事業者。該当する場合、現場にいる他の雇用者と、労働安全衛生 (SOH) 活動を協調して行うための手順を示す:

(1) Identification of subcontractors and suppliers. If not known at the time of initial APP submittal, the Contractor shall include the following statement in their initial APP: “The subcontractors for the following DFOWs/activities are not known at this time, but additional information will be submitted to the APP for acceptance prior to the start of any activities listed”;

(1) 下請業者と供給事業者の名称。もし最初のAPP 提出時に不明である場合、契約業者は、その最初のAPP に次の文言を含めなければならない: 「次のDFOW/作業の下請業者は現時点では不明であるが、記載されている全ての作業を開始する前に、追加情報がAPP に加えられ、承諾を得るため提出される」;

(2) Safety responsibilities of subcontractors and suppliers.

(2) 下請業者と供給事業者の安全責任。

f. Training (訓練)

f. Training.

f. トレーニング。

(1) Requirements for new hire SOH orientation training at the time of initial hire of each new employee.

(1) 各新入従業員の採用時に行う、新規雇用者のための労働安全衛生 (SOH) オリエンテーショントレーニングの要件。

(2) Requirements for mandatory training and certifications that are applicable to this project (e.g. explosive actuated tools, confined space entry, crane operator, underwater diver, vehicle operator, HAZWOPER training and certification, PPE, etc.) and any requirements for periodic retraining/recertification.

(2) 当該プロジェクトに適用される必須トレーニング/資格認定に関する要件 (例えば、火薬式鋏打機、密閉区画への立入り、クレーンオペレーター、潜水土、車両オペレーター、有害廃棄物の取り扱いと緊急対応 (HAZWOPER) に関するトレーニングと資格認定、個人用保護具(PPE) 等) と、定期的なトレーニング/再資格認定に関する要件。

(3) Procedures for periodic safety and health training for supervisors and employees.

(3) 監督者と従業員に対する定期的な安全衛生トレーニングの手順。

(4) Requirements for emergency response training.

(4) 緊急対応トレーニングの要件。

SAMPLE FORM OF ACCIDENT PREVENTION PLAN (APP)**g. Safety and Health Inspections (安全衛生検査)**

g. Safety and Health Inspections.

g. 安全衛生検査

(1) Specific assignment of responsibilities for a minimum daily jobsite SOH inspection during periods of work activity: Who will conduct (e.g., SSHO, PM, QC, supervisors, employees – depends on level of technical proficiency needed to perform said inspections), proof of inspector's training/qualifications, when inspections will be conducted, procedures for documentation, deficiency tracking system, and follow-up procedures;

(1) 作業期間中、現場で毎日行う最低限のSOH 検査に関する責任の割当て: 実施者 (例えば SSHO、PM、QC、監督者、従業員— この検査の実施に要求される専門的習熟度による)、検査者のトレーニング/資格認定の証明書、検査の実施日時、検査の記録手順、欠陥を追跡する手順、フォローアップ検査の手順;

(2) Any external inspections/certifications that may be required (e.g., USCG).

(2) 要求される可能性のある外部機関による検査/資格認定 (例えば、米国沿岸警備隊 (USCG) による検査/資格認定)。

h. Mishap Reporting and Investigation. (事故報告と調査)

h. Mishap Reporting and Investigation. The Contractor shall identify means to provide the following:

h. 事故報告と調査. 契約業者は、次を提出する方法を明示しなければならない:

(1) Exposure data (man-hours worked);

(1) 暴露データ (実働工数);

(2) Mishap reports, investigations, and documentation. Report all accidents per the requirements covered in Section 01.D. Mishaps shall be reported as soon as possible but not more than 24 hours afterwards to the KO/COR. The Contractor shall report, thoroughly investigate, and analyze all mishaps occurring incidentally to an operation, project or facility for which this manual is applicable. Implement corrective actions as soon as reasonably possible and provide notice to the KO/COR when corrective actions are completed;

(2) 災害の報告、調査、書類提出. 01.D の要件に従い、全ての事故を報告すること。災害は、できる限り早く、発生後24 時間以内に、契約担当官 (KO) /契約担当官代理 (COR) に報告されなければならない。契約業者は、本規程が適用される作業、プロジェクト、施設で偶発的に起きた全ての災害を、報告し、徹底的に調査し、分析しなければならない。合理的な範囲でできる限り早く、是正措置を講じ、是正措置が完了したらKO/COR に通知すること;

i. Plans, Programs and Procedures, required by this manual**(本規程で要求される計画書、プログラム、手順)**

i. Plans, Programs and Procedures, required by this manual. Based on a risk assessment of contracted activities and on mandatory OSHA compliance programs, the Contractor shall address all applicable SOH risks and associated compliance plans.

i. 本規程で要求される計画書、プログラム、手順. 契約作業のリスク評価と、OSHA に準拠する必須プログラムに基づき、契約業者は、該当する全てのSOH リスクと、関連する順守計画について説明しなければならない。

SAMPLE FORM OF ACCIDENT PREVENTION PLAN (APP)

(1) Include a project-specific compliance plan, as applicable to the work being performed, and as identified below. The plans shall incorporate project-wide procedures to control hazards to which the employees of all project employers may be exposed.

(1) 実施される作業に該当し、次に示されている、プロジェクトに特化した順守計画であること。計画は、プロジェクトにおける全ての雇用者の従業員がさらされる可能性のある危険を低減するため、プロジェクト全体に共通して適用される手順を含まなければならない。

(2) These procedures shall be coordinated with all project employers and shall include project-specific, project-wide emergency response and evacuation procedures, PPE requirements, recordkeeping and reporting requirements, and training requirements.

(2) これらの手順は、プロジェクトにおける全ての雇用者と調整されなければならない、プロジェクトに特化した、プロジェクト全体に共通して適用される、緊急対応と避難手順、PPEの要件、記録管理と報告の要件、トレーニングの要件がなければならない。

(3) The plans shall be prepared prior to the start of any work activities on the job site (as much as the information can be known at that point in time). The plans shall be updated throughout the life of the project to include changes in personnel, equipment, conditions, etc. Additional revisions shall be incorporated as necessary to reflect changing site conditions, construction methods, personnel roles and responsibilities and construction schedules.

(3) 計画は、作業現場で作業を開始する前に作成されなければならない(その時点で知ることができる限り多くの情報に基づく)。計画は、プロジェクトの期間を通して、作業、機器/装置、条件などの変更のため、更新されなければならない。現場の状況、工法、人員の役割と責任、工程の変更を反映させるため、必要に応じて追加的な改訂が行われなければならない。

(4) No activity (DFOW) shall be started on site until the APP is revised and submitted to the GDA for acceptance, with the site-specific plans, programs and procedures required to complete the project. Using the EM 385-1-1 as a guide, plans, programs, procedures (assessments and evaluations) may include but not be limited to:

(4) 作業 (DFOW) は、その現場に特化した計画書、プログラム、プロジェクトを完成するため必要な手順と一緒に、改訂されたAPPがGDAに提出され受理されるまで、開始されるはならない。指針としてEM 385-1-1を使用し、計画、プログラム、手順(評価)には次を含むが、これらに限定されない:

- Fatigue Management Plan (01.A.20);
- 疲労の管理計画—Fatigue Management Plan (01.A.20);

- Emergency Plans (01.E);
- 緊急事態対応計画—Emergency Plans (01.E);

- Site Sanitation/Housekeeping Plan (02.B);
- 清掃・清潔に関する計画—Site Sanitation/Housekeeping Plan (02.B);

- Medical Support Agreement (03.A.01; 03.A.03);
- 医療支援の合意書—Medical Support Agreement (03.A.01、03.A.03);

SAMPLE FORM OF ACCIDENT PREVENTION PLAN (APP)

- Blood-Borne Pathogen Program (03.A.05);
- 血液媒介病原体プログラムーBlood-Borne Pathogen Program (03.A.05);

- Exposure Control Plan (03.A.05);
- 暴露管理計画ーExposure Control Plan (03.A.05);

- Automatic External Defibrillator (AED) Program (03.B.04);
- 自動体外式除細動器 (AED) プログラムーAutomatic External Defibrillator (AED) Program (03.B.04);

- Site Layout Plan (04.A);
- 仮設設備の現場レイアウト計画ーSite Layout Plan (04.A);

- Access/Haul Road Plan (04.B);
- 作業用・運搬用の道路計画ーAccess/Haul Road Plan (04.B);

- Hearing Conservation Program (05.C);
- 聴力保護プログラムーHearing Conservation Program (05.C);

- Respiratory Protection Plan (05.G);
- 呼吸保護計画ーRespiratory Protection Plan (05.G);

- Health Hazard Control Program (06.A);
- 健康上の危険抑制プログラムーHealth Hazard Control Program (06.A);

- Hazard Communication Program (06.B.01);
- 化学物質の危険に関する情報伝達 (HazCom) プログラムーHazCom Program (06.B.01);

- Process Safety Management Program (06.B.04);
- プロセス安全管理 (PSM) プログラム (06.B.04);

- Lead Compliance Plan (06.C.02 & specifications);
- 鉛取扱規定順守計画ーLead Compliance Plan (06.C.02 と規定);

- Asbestos Abatement Plan (06.C.03 & specifications);
- アスベスト危険抑制計画ーAsbestos Abatement Plan (06.C.03 と規定);

- Radiation Safety Program (06.F);
- 放射線安全プログラムーRadiation Safety Program (06.F);

- Abrasive Blasting Procedures (06.I.01);
- 研磨ブラスト手順 (06.I.01);

- Heat Stress Monitoring Plan (HSMP) (06.J.02);
- 温熱暴露モニタリング計画 (HSMP) (06.J.02);

- Cold Stress Monitoring Plan (CSMP) (06.J.04)

SAMPLE FORM OF ACCIDENT PREVENTION PLAN (APP)

- 寒冷暴露管理計画 (CSMP) (06.J.04)
- Indoor Air Quality Management (06.L);
- 室内の空気質管理－Indoor Air Quality: IAQ (06.L);
- Mold Remediation Plan (06.L.04);
- カビ除去計画－Mold Remediation Plan (06.L.04);
- Chromium (VI) Exposure Evaluation (06.M);
- 六価クロム暴露の評価 (06.M);
- Crystalline Silica Evaluation (06.N.02);
- 結晶シリカの評価 (06.N.02);
- Lighting Plan for Night Operations (07.A.06);
- 夜間作業照明計画－Lighting Plan for Night Operations (07.B.06);
- Traffic Control Plan (08.C.05);
- 交通整理/規制に関する詳細な計画書－Traffic Control Plan (08.C.05);
- Fire Prevention Plan (09.A.01);
- 防火計画－Fire Prevention Plan (09.A.01);
- Wild Land Fire Management Plan (09.L);
- 野火管理計画－Wild Land Fire Management Plan (09.L);
- Arc Flash Hazard Analysis (11.B);
- アークフラッシュ危険分析－Arc Flash Hazard Analysis (11.B);
- Assured Equipment Grounding Control Program (AEGCP) (11.D.05, Appendix E);
- 設備機器用接地線の点検プログラム (AEGCP) (11.D.05、補遺 E);
- Hazardous Energy Control Program & Procedures (12.A.01);
- 危険エネルギー管理プログラム (HECP) と手順 (12.A.01);
- Standard Pre-Lift Plan – Load Handling Equipment (16.A.03);
- 一般的なクレーンリフト作業の事前 (Standard Pre-Lift) 計画 - 荷役機械 (16.A.03);
- Critical Lift Plan – Load Handling Equipment (16.H);
- クリティカルリフト (Critical Lift) 計画 - 荷役機械 (16.H);
- Naval Architectural Analysis – Load Handling Equipment (Floating) (16.L);
- 船体構造解析 (Naval Architectural Analysis) - 荷役機械 (フローティング) (16.L);
- Floating Plant Inspection and Certification (19.A.01);
- 船上プラントの検査と証明－Floating Plant Inspection and Certification (19.A.01);
- Severe Weather Plan for Marine Activities (19.A.03);

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- 海洋作業の悪天候下の計画－Severe Weather Plan for Marine Activities (19.A.03);
- Emergency Plan for Marine Activities (19.A.04);
- 海洋作業の緊急時の計画－Emergency Plan for Marine Activities (19.A.04);
- Man Overboard/Abandon Ship Procedures (19.A.04);
- 船外転落者救助/退船手順－Man Overboard/Abandon Ship Procedures (19.A.04);
- Float Plan for Launches, Motorboats, and Skiffs (19.F.04);
- ランチ (Launch) 式船舶、モーターボート、短艇の浮揚計画－Float Plan (19.F.04);
- Fall Protection and Prevention Plan (21.D);
- 墜落保護/防止計画－Fall Protection and Prevention Plan (21.D);
- Demolition/Renovation Plan (to include engineering survey) (23.A);
- 解体/改築計画 (技術調査を含む)－Demolition/Renovation Plan (23.A);
- Rope Access Work Plan (24.H);
- ロープアクセス作業計画－Rope Access Work Plan (24.H);
- Excavation/Trenching Plan (25.A.01);
- 掘削/溝掘り計画－Excavation/Trenching Plan (25.A.01);
- Fire Prevention and Protection Plan for Underground Construction (26.D.01);
- 地下建設プロジェクトの、消防計画－Fire Prevention and Protection Plan (26.D.01);
- Compressed Air Work Plan for Underground Construction (26.I.01);
- 地下建設プロジェクトの、高気圧作業計画－Compressed Air Work Plan (26.I.01);
- Erection and Removal Plan for Formwork and Shoring (27.C);
- 型枠と支保工の設置/撤去計画－Erection and Removal Plan (27.C);
- Precast Concrete Plan (27.D.01);
- プレキャストコンクリート計画－Precast Concrete Plan (27.D.01);
- Lift-Slab Plans (27.E);
- リフトスラブ計画－Lift-Slab Plans (27.E);
- Masonry Bracing Plan (27.F.01);
- 組積造筋交い計画－Masonry Bracing Plan (27.F.01);
- Steel Erection Plan (28.B);
- 鉄骨組み立て計画－Steel Erection Plan (28.B);
- Explosives Safety Site Plan (ESSP) (29.A);
- 爆発物安全現場計画 (ESSP) (29.A);
- Blasting Plan (29.A; 26.J);

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- 爆発物安全現場計画 (ESSP) (29.A);
- Dive Operations Plan (30.A.14, 30.A.16);
- 潜水作業計画－Dive Operations Plan (30.A.14、 30.A.16);
- Safe Practices Manual for Diving Activities (30.A.15)
- 潜水の安全作業マニュアル－Safe Practices Manual (30.A.15);
- Emergency Management Plan for Diving (30.A.18)
- 潜水の緊急管理計画－Emergency Management Plan (30.A.18);
- Tree Felling and Maintenance Program (31.A.01);
- 樹木伐採保守プログラム (31.A.01);
- Aircraft/Airfield Construction Safety & Phasing Plan (CSPP) (32.A.02);
- 航空機/飛行場建設安全段階別計画(CSPP) (32.A.02);
- Aircraft/Airfield Safety Plan Compliance Document (SPCD) (32.A.02);
- 航空機/飛行場安全計画準拠文書 (SPCD) (32.A.02);
- Site Safety and Health Plan for HTRW (33.B);
- HTRW (危険性、有毒性、放射性廃棄物) 現場の安全衛生計画 (33.B);
- Confined Space Entry Procedures (34.A.05);
- 密閉区画立入り手順－Confined Space Entry Procedures (34.A.05);
- Confined Space Program (34.A.06).
- 密閉区画プログラム－Confined Space Program (34.A.06)

j. Risk Management Processes (AHAs).(リスクマネジメントプロセス(AHA))

j. Risk Management Process (AHAs). Detailed project-specific hazards and controls shall be provided by AHAs for each activity (DFOW). No work will begin on an activity (DFOW) until the initial AHA has been accepted by the GDA addressing the project-specific hazards. > See Section 01.A.14 and 01.A.15.

j. リスクマネジメントプロセス (AHA). 詳細なプロジェクトに特化した危険と低減策が、作業 (DFOW) 毎に、AHA に記載されなければならない。そのプロジェクトに特化した危険を説明した最初のAHA がGDA に受理されるまで、作業 (DFOW) を開始してはならない。>01.A.14 と01.A.15 を参照。

Note: USACE uses the Activity Hazard Analysis (AHA) as part of a total risk management process. Contractors and other individual employer's may use the AHAs or EM 385-1-1 15 Sep 08 Page 15 of 21 RPF: N40084-xx-x-xxxx their own version [Job Safety Analyses (JSAs), Job Hazard Analyses (JHAs), or similar Risk Management assessment tools]. These documents are considered equivalent to, and acceptable substitutes for, the USACE's AHA provided the data collected is the same as that required by the AHA.

注記: USACE は、総合的なリスクマネジメントプロセスの一部として、作業危険分析 (AHA) を使用する。契約業者や他の個人事業主は、AHA、または彼ら独自の書式/形式

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[Job Safety Analysis (JSA)、Job Hazard Analysis (JHA) や、類似するリスクマネジメントの評価手法] を使用してもよい。これらの書類は、USACE のAHA と同じ情報が盛り込まれていれば、AHA と同等であり、代用書類として受理できるものと見なされる。

(1) The AHA defines the work sequence, anticipated hazards, conditions, equipment, materials, personnel and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk, and the Risk Assessment Code for each step.

(1) AHA は、作業手順、予想される危険、条件、道具/機器/装置、資材、作業者と、それぞれの危険を除去/許容リスクレベルまで低減するため実施される低減策、そして各リスクアセスメントコード (RAC) を明確にする。

(2) Once this process has occurred, an overall RAC shall be assigned to the activity, based on the highest RAC assigned to an individual step.

(2) このプロセスが終わったら、各々付けられた中で最も高かったRAC に基づき、総合的なRAC がその作業に付けられなければならない。

(3) Acceptance of risk. The residual risk is that which remains after controls have been applied. This residual risk must be communicated to the proper authority for acceptance in order to proceed with the activity.

(3) リスクの受入れ。残存リスクとは、低減策が適用された後に残るリスクである。作業を始めるためには、残存リスクについて承諾を得るため、ふさわしい権限を有する者と調整されなければならない。

(4) Before beginning each work activity/DFOW, the Contractor performing that work activity shall prepare the initial AHA, which will include a RAC for that activity.

(4) 各作業/DFOW を開始する前に、その作業を行う契約業者は、その作業に対するRAC のある最初のAHA を作成しなければならない。

(5) No work will begin on the activity until the initial AHA has been accepted by the GDA addressing the activity-specific hazards.

(5) その作業に特化した危険を扱った最初のAHA がGDA に受理されるまで、その作業に関するいかなる仕事も始めてはならない。

(6) AHA's are intended to be created by the Contractor field crews/workers performing the work, with the assistance of others (SSHO, QC, Superintendent, etc) as needed. They are living documents and are intended to be created in the field and updated (by the workers) as needed.

(6) AHA は、作業を実施する契約業者の現場作業班/作業者によって、必要に応じて他の人員 (SSHO、QC、監督者等) の助けを借りて作成されるものである。AHA は生きている文書であり、現場で作成され、必要に応じて (作業者により) 更新されるものである。

(7) The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of CP(s)/QP(s).

(7) AHA は、現場状況の変化、作業やCP/QP の変更に対応するため、必要に応じて見直され、修正されなければならない。

(a) If a new CP/QP (not on the original list) is added, the list shall be updated (an administrative action not requiring an updated AHA). The new person shall acknowledge in

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writing that he or she has reviewed the AHA and is familiar with current site safety issues.

(a) もし (元のリストに無い) 新しいCP/QP が追加された場合、そのリストは更新されなければならない (AHA の更新を必要としない管理業務)。新しい人員は、自分がAHA を確認したこと、そして現在の現場の安全課題を熟知していることを、書面で示さなければならない。

(b) If the initial RAC increases due to a change made to the AHA by the workers, the AHA shall be resubmitted to GDA for acceptance prior to work proceeding.

(b) もし、作業者がAHA を変更したことで当初のRAC が高くなった場合、AHA は、作業を進める前にGDA へ提出され受理されなければならない。

(c) Changes to or updates of an AHA that do not increase the RAC are not required to be resubmitted for acceptance by the GDA.

(c) RAC を増大させないAHA の変更/更新は、GDA に提出され受理される必要はない。

(8) Workers/crews shall have in their possession the current AHA that reflects current site conditions, personnel, equipment, control measures, etc while the work is being performed.

(8) 作業者/作業班は、作業が実施されている間、現在の現場状況、人員、道具/機器/装置、低減策などを反映した、最新のAHA を保持していなければならない。

(9) The AHA shall be used by the Contractor and USACE personnel to assure work is being performed consistent with the AHA. In the event that the work is not being conducted in a safe manner, the Contractor and/or the USACE shall stop the unsafe work being conducted until it is in compliance with this manual, APP and the AHA or the APP/ AHA is revised and accepted by the GDA, if necessary. > See Section 01.A.14.

(9) AHA は、作業がAHA に沿って実施されていることを保証するため、契約業者とUSACE 従業員によって使用されなければならない。作業が安全な方法で行われていない場合、契約業者/USACE は、その作業が本規程、APP、AHA に準拠し、必要な場合はAPP/AHA が改訂されGDA に受理されるまで、実施中の不安全な作業を停止しなければならない。
> 01.A.14 を参照。

(10) Once the activity has been completed, the AHA shall be available and kept on file on site for the length of the contract.

(10) 作業が完了したら、AHA は契約期間の間、現場でファイルに保管され、閲覧可能でなければならない。

k. Abbreviated App for Limited-Scope Service, Supply and R&D Contracts **(限定的な範囲のサービス提供、資材供給、研究開発に関する契約のための、簡略化した APP (Abbreviated APP))**

k. Abbreviated APP for Limited-Scope Service, Supply and R&D Contracts. If service, supply and R&D contracts with limited-scopes are awarded, the Contractor may submit an abbreviated APP in lieu of a full APP. The abbreviated APP shall address the following areas at a minimum. If other areas of the EM 385-1-1 are pertinent to the contract, the Contractor must assure these areas are addressed as well. The non-mandatory Abbreviated APP Form, Form A-01 (or similar) may be used to insure each area of required information has been provided.

k. 限定的な範囲のサービス提供、資材供給、研究開発に関する契約のための、簡略化した

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APP (Abbreviated APP). 限定的な範囲のサービス提供、資材供給、研究開発契約を受注した場合、契約業者は、完全なAPPの代わりに簡略化したAPPを提出することができる。簡略化したAPPは、少なくとも次の項目について説明しなければならない。もしEM 385-1-1の他の分野がその契約に関連する場合、契約業者は、それらも同様に説明されることを保証しなければならない。それぞれの分野で必要な情報が提供されることを保証するため、任意の簡易APP書式である書式A-01 (または同等のもの) が用いられてもよい。

(1) Title, signature, and phone number of the plan preparer.

(1) 計画作成者の役職、署名、電話番号。

(2) Background Information to include:

(2) 次を含む基本的な情報:

(a) Contractor;

(a) 契約業者;

(b) Contract number;

(b) 契約番号;

(c) Project name;

(c) プロジェクト名;

(d) Brief project description,

(d) プロジェクトの簡単な説明。

Note: The project description shall provide a means to evaluate the work being done (see AHA requirements in 01.A.14), associated hazards involved and a RAC assigned to each. The overall RAC for the activity must be determined (based on highest task RAC) and accepted at the appropriate level in order for work to proceed.

注記: プロジェクトの説明は、実施中の作業を評価する手段 (01.A.14 のAHA 要件を参照)、作業に伴う危険、それぞれに付けられたRACがなければならない。作業を進めるためには、(最も高い職務のRACに基づいて) その作業の総合的なRACが決定されて、適切な権限を持つ者に受理されなければならない。

(e) Description of work to be performed, and

(e) 実施される作業の説明、

(f) Location of work being performed, to include a map.

(f) 地図を含む、作業が実施される場所。

(3) Statement of Safety and Health Policy detailing their commitment to providing a safe and healthful workplace for all employees.

(3) 全従業員に対し安全で衛生的な職場を提供するという誓約を詳述する、安全衛生方針の声明。

(4) Responsibilities and Lines of Authorities – to include a statement of the employer's ultimate responsibility for the implementation of his SOH program; Identification and accountability of personnel responsible for safety at all levels to include designated site

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safety and health officer (SSHO) and associated qualifications. The District SOHO will be asked to review the qualifications for acceptance.

(4) 責務と権限系統－ 自社の SOH プログラムの実施に関して、雇用者が最終責任を負うという声明と、指定された現場安全衛生担当責任者 (SSHO) を含む全てのレベルにおいて、安全責任を有する者の氏名と責任、そして関連する資格がなければならない。地区の労働安全衛生部 (SOHO) は、受入れのため資格を審査するよう要請されなければならない。

(5) Training - new hire SOH orientation training at the time of initial hire of each new employee and any periodic retraining/recertification requirements.

(5) トレーニング－ 各新入従業員の採用時に行う新規雇用者のための労働安全衛生 (SOH) オリエンテーショントレーニングと、定期的な再トレーニング/再資格認定に関する要件。

(6) Procedures for job site inspections - assignment of responsibilities and frequency.

(6) 作業現場の検査に関する手順－ 責任の割り当てと頻度。

(7) Procedures for reporting man-hours worked and reporting and investigating any mishaps required by Section 01.D.

(7) 実働工数の報告と、01.D に規定されている事故報告と調査の手順。

(8) Emergency Planning. Employees working alone shall be provided an effective means of emergency communication. This may be cellular phone, two-way radio or other acceptable means. The selected means of communication must be readily available and must be in working condition.

(8) 緊急対応計画。単独で作業する従業員は、効果的な緊急通信手段を与えられなければならない。これは、携帯電話、双方向無線、その他の条件を満たす手段かもしれない。選択された通信手段は、直ちに利用でき、作動可能でなければならない。

(9) Drinking Water provisions, toilet and washing facilities.

(9) 飲料水の供給、トイレ、洗浄設備。

(10) First Aid and CPR training (at least two employees on each shift shall be qualified/certified to administer first aid and CPR) and provision of first aid kits (types/size).

(10) 応急手当と心肺蘇生 (CPR) トレーニング (シフト毎に少なくとも2名の従業員が、応急手当とCPRを施す資格がなければならない)、そして救急箱の用意 (種類/サイズ)。

(11) Personal Protective Equipment (PPE).

(11) 個人用保護具 (PPE)。

(a) Work Clothing - Minimum Requirements. Employees shall wear clothing suitable for the weather however minimum requirements for work shall be short-sleeve shirt, long pants (excessively long or baggy pants are prohibited) and leather work shoes. If analysis determines that safety-toed (or other protective) footwear is necessary (i.e., mowing, weedeating, chainsaw use, etc), they shall be worn.

(a) 作業用衣服－ 最低限の要件。従業員は、天候に適した衣服を着用しなければならないが、作業に必要な最低の要件として、半袖シャツ、長ズボン (長過ぎるものやダブついたものは禁止)、革製作業靴でなければならない。分析の結果、爪先を保護する履物が必要と判断された場合 (すなわち、芝刈り、除草、チェーンソー使用等)、それが着用されなければならない。

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(b) Eye and Face Protection. Eye and face protection shall be worn as determined by an analysis of the operations being performed, however, all involved in chainsaw use, chipping, stump grinding, pruning operations, grass mowing, weedeating and blowing operations shall be provided safety eyewear (Z87.1) as a minimum.

(b) 眼と顔の保護具. 眼と顔の保護具は、実施される作業の分析によって決定されたとおり着用されなければならないが、チェーンソー使用、雑木粉碎、切り株除去、枝打ち作業、芝刈り、除草、吹き飛ばし作業に従事する全ての者は、少なくとも安全眼鏡 (Z87.1) を支給されなければならない。

(c) Hearing Protection. Hearing protection must be worn by all those exposed to high noise activities (to include grass mowing and trimming, chainsaw operations, tree chipping, stump grinding and pruning).

(c) 聴力保護具. 聴力保護具は、高騒音作業 (芝刈り、剪定、チェーンソー作業、雑木粉碎、切り株除去、枝打ちを含む) に曝される全ての者が着用しなければならない。

(d) Head Protection. Hard hats shall comply with ANSI Z89.1 and shall be worn by all workers when a head hazard exists, per Section 05.D.

(d) 頭部保護具. 保護帽は、ANSI Z89.1 に準拠しなければならない、頭部に対する危険が存在する場合、05.D に従って、全ての作業者が着用しなければならない。

(e) High Visibility Apparel shall comply with ANSI/ISEA 107, Class 2 requirements at a minimum and shall be worn by all workers exposed to vehicular or equipment traffic.

(e) 高視認性衣服は、少なくともANSI/ISEA 107, Class 2 の要件に準拠しなければならない、車両や機械の通行にさらされる全ての作業者が着用しなければならない。

(f) Protective Leg chaps shall be worn by all chainsaw operators.

(f) 脚を保護するチャップスは、全てのチェーンソーオペレータが着用しなければならない。

(g) Gloves of the proper type shall be worn by persons involved in activities that expose the hands to cuts, abrasions, punctures, burns and chemical irritants.

(g) 手が、切り傷、擦り傷、刺し傷、火傷、化学性刺激物にさらされる作業に従事する者は、適切な種類の手袋を着用しなければならない。

(h) If work is being performed around water and drowning is a hazard, PFDs must be provided and worn as appropriate.

(h) 作業が水の近くで行われ溺死の危険がある場合は、救命胴衣 (PFD) が支給され、必要に応じて着用されなければならない。

(12) Machine Guards and safety devices. Power tools/equipment must have appropriate guards and safety devices in place and operational.

(12) 機器のガードと安全装置. 動力工具/装置は、所定の場所にあって作動可能な防護装置と安全装置がなければならない。

(13) Hazardous Substances. When any hazardous substances are procured, used, stored or disposed, a Hazard Communication Program must be in place and SDSs shall be available at the worksite. Employees shall have received training in hazardous substances being used. When the eyes or body of any person may be exposed

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to corrosives, irritants or toxic chemicals, suitable facilities for quick drenching or flushing of the eyes and body shall be provided within 10 seconds of the worksite.

(13) 危険物質. 危険物質の調達、使用、貯蔵、処分が行われる場合、化学物質の危険に関する情報伝達 (HazCom) プログラムが実施され、SDSが現場で利用できなければならない。従業員は、使用される危険物質に関するトレーニングを受けていなければならない。人の眼や身体が腐食性、刺激性、毒性の化学物質にさらされる可能性がある場合、眼と身体を直ちに洗浄できる設備が、作業現場から10秒以内の位置にななければならない。

(14) Traffic control shall be accomplished in accordance with DOT's MUTCD.

(14) 交通整理/規制は、DOT (運輸省) のMUTCD に従って実施されなければならない。

(15) Control of Hazardous Energy (Lockout/Tagout). Before an employee performs any servicing or maintenance on any equipment where the unexpected energizing or startup of the equipment could occur, procedures must be in place to ensure adequate control of this energy. > See Section 12.

(15) 危険エネルギー管理 (ロックアウト/タグアウト). 従業員が、予期せず通電/始動する可能性のある設備/機器/装置の整備や保守を行う前に、そのエネルギーの適切なコントロールを保証する手順が実施されなければならない。> 12章を参照。

(16) High hazard activities should not be encountered on these types of jobs. If they are (i.e., driving/operating equipment on slopes, working from/in boats, etc), a determination shall be made by the KO and local SOH Office as to whether an abbreviated APP is applicable. If so, they shall be fully addressed in the APP. AHAs are required on work activities which include high hazard activities.

(16) 危険度の高い作業が、この種の職務において実施されるべきではない。もし危険度が高いと思われる作業が実施される場合 (すなわち、斜面上での機械装置の運転/操作、ボートから/内の作業等) は、簡略化したAPPが適切か否か、KOと現地の労働安全衛生 (SOH) 部によって判断されなければならない。危険度が高いと判断された場合、その作業は、APPの中で詳細に説明されなければならない。AHAは、危険度の高い作業を含む業務で要求される。

Attachments

A-1. Activity Hazard Analysis (AHA)

A-2. Certificate

A-3. Copy of Current Company's Policy Statement

A-4. Site Map

SAMPLE FORM OF ACTIVITY HAZARD ANALYSIS (AHA)

Activity Hazard Analysis (AHA)

Activity/Work Task:	Overall Risk Assessment Code (RAC) (Use highest code)					
Project Location:	Risk Assessment Code (RAC) Matrix					
Contract Number:	Severity	Probability				
Date Prepared:		Frequent	Likely	Occasional	Seldom	Unlikely
Prepared by (Name/Title):	Catastrophic	E	E	H	H	M
	Critical	E	H	H	M	L
Reviewed by (Name/Title):	Marginal	H	M	M	L	L
	Negligible	M	L	L	L	L
Notes: (Field Notes, Review Comments, etc.)		Step 1: Review each “Hazard” with identified safety “Controls” and determine RAC (See above)				
		“Probability” is the likelihood to cause an incident, near miss, or accident and identified as: Frequent, Likely, Occasional, Seldom or Unlikely.				RAC Chart E = Extremely High Risk H = High Risk M = Moderate Risk L = Low Risk
		“Severity” is the outcome/degree if an incident, near miss, or accident did occur and identified as: Catastrophic, Critical, Marginal, or Negligible				
		Step 2: Identify the RAC (Probability/Severity) as E, H, M, or L for each “Hazard” on AHA. Annotate the overall highest RAC at the top of AHA.				
Job Steps	Hazards	Controls				RAC

SAMPLE FORM OF ACTIVITY HAZARD ANALYSIS (AHA)

Equipment to be Used	Training Requirements/Competent or Qualified Personnel name(s)	Inspection Requirements

SAFETY REQUIREMENT FOR CRANE OPERATION**SAFETY REQUIREMENT FOR CRANE OPERATION**

PART 1 - GENERAL

1.1 REFERENCES: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

1.1.1 U.S. Army Corps of Engineers Manual:

EM 385-1-1 (NOV 2014) Safety and Health Requirements Manual

1.1.2 Naval Facilities Engineering Command (NAVFAC):

NAVFAC P-307 Management of Weight Handling Equipment

1.1.3 Japanese Ministry of Health, Welfare and Labor approved Cranes and Related Equipment Safety Regulations stipulated in the Labor, Safety and Hygiene Law.

1.2 SUBMITTALS: Submit the following items to the Contracting Officer;

a. Notification

The Contractor with cranes entering the activity shall notify the Contracting Officer in writing 48 hours in advance prior to entry onto the base.

b. Contractor Crane Operation Checklist

The Contracting Officers shall perform on-site-spot checks to assure that crane safety is observed and any unsafe conditions or actions will cause the stoppage of the crane work. The Contractor Crane Operation Checklist shall be utilized for this surveillance.

c. Certification of Compliance

The Contractor shall certify the crane operators are qualified and trained for the operation of the crane using the Certificate of Compliance form attached at the end of this section. The Contractor shall certify that the crane and rigging gear conform to the GOJ Safety Standards using the blank form attached at the end of this section. The Contractor shall also certify that all crane operators working on the Naval activity have been trained not to ignore safety devices (such as anti-two blocking devices) during lift operations and the certifications be posted on the crane in sight of anyone from the ground.

d. Accident Reports

SAFETY REQUIREMENT FOR CRANE OPERATION

(1) Crane and Rigging Gear Accidents: For the purpose of this definition, it is assumed there is an “operating envelope” around any crane, and inside the envelope are the following six elements:

- (a) The crane
- (b) The operator
- (c) The riggers and crane walker
- (d) The rigging gear between the hook and the load
- (e) The load
- (f) The crane’s supporting structure (ground, rail, etc.)

(2) Crane Accident Definition: A crane accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in the following:

- (a) Personnel injury or death: Minor injuries that are inherent in any industrial operation, including strains and repetitive motion related injuries, shall be reported by the normal personnel injury reporting process of the activity in lieu of these requirements.
- (b) Material or equipment damage
- (c) Dropped load
- (d) Derailment
- (e) Two-blocking
- (f) Overload
- (g) Collision, including unplanned contact between the load, crane, and/or other objects

Items (c), (d), (e), (f), and (g) are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).

(3) Rigging Gear Accidents: For the purpose of this definition, it is assumed there is an “operating envelope” around any weight handling operation, and inside the envelope are the following:

- (a) Rigging gear and miscellaneous equipment covered by section 14
- (b) The user of the gear or equipment
- (c) The load
- (d) The gear or equipment’s supporting structure
- (e) The load’s rigging path

SAFETY REQUIREMENT FOR CRANE OPERATION

(4) Rigging Gear Accident Definition: A rigging gear accident occurs when any one or more of the five elements in the operating envelope fails to perform correctly during weight handling operations resulting in the following:

- (a) Personnel injury or death: Minor injuries that are inherent in any industrial operation, including strains and repetitive motion related injuries, shall be reported by the normal personnel injury reporting process of the activity in lieu of these requirements.
- (b) Material or equipment damage: Material or equipment damage that requires the damaged item to be repaired because it can no longer perform its intended function. This does not include superficial damage such as scratched paint, damaged lagging, or normal wear on rigging gear.
- (c) Dropped load
- (d) Two-blocking of cranes and powered hoists
- (e) Overload.

Items (c), (d), and (e) are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped load, damaged load, etc.).

(5) Action: Upon having an accident or having seen evidence of damage (suspected accident), the contractor's crane team, riggers, equipment users, etc., shall stop all operations and notify the Contracting Officer. If there is impending danger to the equipment or personnel, place the crane and/or load in a safe position prior to notifying Contracting Officer. Ensure the accident scene is secured and undisturbed so as to facilitate the investigation. The Contracting Officer's Representative shall review the situation and take any further emergency action, including stopping production work or other operations that could aggravate the situation. The Contracting Officer shall notify management personnel as well as the activity safety office.

(6) Initial Notification: The Contracting Officer shall notify the Navy Crane Center (Code 06) by fax (610) 595-0812, phone (610) 595-0505, or e-mail (accident@ncc.navfac.navy.mil) as soon as practical but not later than 24 hours after an accident involving a fatality, in-patient hospitalization, overturned crane, collapsed boom, or any other major damage to the crane, load, or adjacent property. If notification is by fax or e-mail, provide a point of contact for additional information.

(7) Investigation and Reporting: For each suspected accident, activities shall promptly perform a comprehensive investigation. Activities shall prepare a Crane

SAFETY REQUIREMENT FOR CRANE OPERATION

and Rigging Gear Accident Report and forward a copy to the Navy Crane Center (Code 06) within 30 days of the accident. PWC Japan WHE will assist with accident investigations upon request. The activity that is responsible for the weight handling operation at the time of the accident shall initiate and submit the accident report. If the crane or rigging gear is owned by another activity, obtain concurrence from the activity that owns the equipment prior to submitting to the Navy Crane Center. Photographs of the accident scene and material/property damage shall be taken, if possible, and attached to the report. The Navy Crane Center will review accident reports and issue crane safety advisories and lessons learned as appropriate. The custodian of the Crane and Rigging Gear Accident Report is the activity that generates the report. Any request for copies of these reports should be directed to the originating activity.

(8) Reports: Within 3 working days, the Contractor shall provide a weight handling accident report using form ("Crane and Rigging Gear Accident Report" with instructions), attached at the end of this section, consisting of a summary of circumstances, an explanation of cause, photographs, and corrective actions taken.

1.3 CRITICAL LIFT PLAN: Require a critical lift plan for each of the following lifts: lifts over 75 percent of the capacity of the crane or hoist (lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. The plan shall include the following as applicable:

- a. The size and weight of the load to be lifted, including crane and rigging components that add to the weight. The OEM's maximum load capacities for the entire range of the lift shall also be provided.
- b. The lift geometry, including the crane position, boom length and angle, height of lift, and radius for the entire range of the lift. Applies to both single and tandem crane lifts.
- c. A rigging plan, showing the lift points, rigging gear, and rigging procedures.
- d. The environmental conditions under which lift operations are to be stopped.
- e. For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g).

1.4 RULES AND REQUIREMENTS: Any U. S. Government sponsored crane entering any Naval activity in Japan shall conform to EM-385-1-1, Prefectural Labor Standards Office rules, and requirements concerning the safe operating conditions and safe operations of that crane.

PART 2 and PART 3

Not used.

SAFETY REQUIREMENT FOR CRANE OPERATION

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CRANE AND RIGGING GEAR ACCIDENT REPORT			
Accident Category:		<input type="checkbox"/> Crane Accident <input type="checkbox"/> Rigging Gear Accident	
From:		To: Navy Crane Center Bldg 491 NNSY Portsmouth, VA 23709 Fax (757) 967-3808	
UIC:		Report No:	
Activity:			
Crane No:		Category:	
		Accident Date:	
Time: hrs			
Category of Service:		Crane Type:	
<input type="checkbox"/> SPS <input type="checkbox"/> GPS		Crane Manufacturer:	
Was Crane/Rigging Gear Being Used in SPS?		Was Crane/Rigging Gear Being Used in a Complex Lift/ <u>Critical non-crane rigging operation</u> ?	
Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Location:		Weather:	
Crane Capacity:		Hook Capacity:	
		Weight of Load on Hook:	
Fatality or Permanent Disability?		Material/Property Cost Estimate:	
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Reported to NAVSAFECEN?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Accident Type:			
<input type="checkbox"/> Personal Injury <input type="checkbox"/> Overload <input type="checkbox"/> Derail <input type="checkbox"/> Damaged Rigging Gear			
<input type="checkbox"/> Load Collision <input type="checkbox"/> Two Blocked <input type="checkbox"/> Dropped Load <input type="checkbox"/> Damaged Crane			
<input type="checkbox"/> Crane Collision <input type="checkbox"/> Damaged Load <input type="checkbox"/> Other Specify			
Cause of Accident:			
<input type="checkbox"/> Improper Operation <input type="checkbox"/> Equipment Failure <input type="checkbox"/> Inadequate Visibility			
<input type="checkbox"/> Improper Rigging <input type="checkbox"/> Switch Alignment <input type="checkbox"/> Inadequate Communication			
<input type="checkbox"/> Track Condition <input type="checkbox"/> Procedural Failure <input type="checkbox"/> Other Specify			
Chargeable to:			
<input type="checkbox"/> Crane Walker <input type="checkbox"/> Rigger <input type="checkbox"/> Operator			
<input type="checkbox"/> Maintenance <input type="checkbox"/> Management/Supervision <input type="checkbox"/> Other Specify			
Crane Function:			
<input type="checkbox"/> Travel <input type="checkbox"/> Hoist <input type="checkbox"/> Rotate <input type="checkbox"/> Luffing <input type="checkbox"/> Telescoping <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Is this accident indicative of a recurring problem? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, list Accident Report Nos.:			
ATTACH COMPLETE AND CONCISE SITUATION DESCRIPTION AND CORRECTIVE/PREVENTIVE ACTIONS TAKEN AS ENCLOSURE (1). Include probable cause and contributing factors. Assess damages and define responsibility. For equipment malfunction or failure, include specific description of the component and the resulting effect or problem caused by the malfunction or failure. List immediate and long term corrective/preventive actions assigned and respective codes.			
Preparer:		Code Date	
Concurrences:			
Prime contractor management Print and sign		Code Date	
NAVFAC Project manager		Code Date	
FEAD/ROICC Officer		Code Date	
		Code Date	
		PWO	
For concurrence and serialization		Code Date	
		PW 7.4	

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SAFETY REQUIREMENT FOR CRANE OPERATION

APPENDIX P - CONTRACTOR CRANE (OR ALTERNATE MACHINE USED TO LIFT
SUSPENDED LOAD) AND RIGGING GEAR REQUIREMENTSDECEMBER 2009
VERSION

CERTIFICATE OF COMPLIANCE コンプライアンス証書	
<p>This certificate shall be signed by an official of the company that provides cranes (or multi-purpose machines, material handling equipment, or construction equipment used to lift loads suspended by rigging gear) for any application under this contract. Post a completed certificate on each crane or alternate machine (or in the contractor's on-site office for rigging operations) brought onto Navy property.</p> <p>本証明書は本契約の下、あらゆる目的のためにクレーン(又は玉掛け用具で荷物を吊上げる事に使用される多目的機器・フォークリフト・建設機器)を用意する会社の役員の署名を必要とする。記入済み証書を海軍施設内に持ち込む各クレーン又はクレーンに代わる機器(当該機器が関与しない玉掛けのみの作業については業者の現場事務所内)に掲示すること。</p>	
CONTRACTING OFFICER'S POINT OF CONTACT (Government Representative): 契約担当官の連絡先(アメリカ政府代表者):	PHONE : 電話番号:
PRIME CONTRACTOR / PHONE: 主契約業者/電話番号:	CONTRACT NUMBER : 契約番号:
LOCATION (To include building / pier number or specific information to identify work location. In case a contract involves multiple work locations, list all of them) 作業現場 (建物/岸壁番号、もしくは作業現場を特定できる具体的な情報を記入。複数の場所で作業を行う場合は全ての現場名を記入)	CRANE/RIGGING OPERATION PERIOD クレーン/玉掛け作業期間 START DATE 開始日
CRANE OR ALTERNATE MACHINE SUPPLIER/PHONE (if different from prime contractor): クレーン又はクレーンに代わる機器の供給業者/電話番号(主契約業者と異なる場合):	END DATE 終了日 CRANE OR ALTERNATE MACHINE NUMBER (i.e., ID number): クレーン又はクレーンに代わる機器の番号 (例 識別番号等):
CRANE OR ALTERNATE MACHINE MANUFACTURER/TYPE/CAPACITY : クレーン又はクレーンに代わる機器の製造者/形式/容量:	
CRANE OR ALTERNATE MACHINE OPERATOR'S NAME (S) / LICENSE NUMBER : クレーン又はクレーンに代わる機器の運転士名(複数可) / 免許証番号:	
I certify that 私は下記を証明します。 1. The above noted crane or alternate machine and associated rigging gear conform to applicable OSHA regulations (<u>host country regulations for naval activities in foreign countries</u>) and applicable ASME B30 standards. The following OSHA regulations and ASME standards apply: 1. 上記のクレーン又はクレーンに代わる機器および付属の玉掛け用具は該当するOSHA(アメリカ労働省労働安全保健局)の規則(アメリカ国外に駐留する海軍基地においては現地の法令および規則)および該当するASME B30規格に準拠している。 次のOSHA規則およびASME規格を適用する: 2. The operators noted above have been trained and are qualified for the operation of the above noted crane(s) or alternate machine(s). 2. 上記の運転士は本記載のクレーン又はクレーンに代わる機器を運転する訓練を受け運転資格を所持している。 3. The operators noted above have been trained not to bypass safety devices during lifting operations. 3. 上記の運転士はクレーン作業中に安全装置を解除しないよう教育を受けている。 4. The operators, riggers and company officials are aware of the actions required in the event of an accident as specified in the contract. 4. 上記の運転士・玉掛け作業員・会社役員は当該契約中に規定する事故発生時の処置を承知している。	
COMPANY OFFICIAL SIGNATURE : 会社役員の署名:	DATE : 日付:
COMPANY OFFICIAL NAME/TITLE : 会社役員の氏名/役職名:	
POST ON CRANE (OR ALTERNATE MACHINE) (IN CAB OR VEHICLE) クレーン(又はクレーンに代わる機器)に掲示 (運転室または車両) (or in the contractor's on-site office for rigging operations) (当該機器が関与しない玉掛けのみの作業については業者の現場事務所内に掲示)	

FIGURE P-1

P-1

SAFETY REQUIREMENT FOR CRANE OPERATION

CONTRACTOR CRANE OR RIGGING OPERATION CHECKLIST 契約業者クレーン及び玉掛け作業チェックリスト			YES はい	NO いいえ
1	Is the Certificate of Compliance, P-1, in the operator's cab (or in the contractor's on-site office for rigging operations) with the current operator's name listed? 運転室内(玉掛け作業については業者の現場事務所内)に現在操作している運転士の名前が記載されたコンプライアンス証書(P-1)があるか?			
2	Is the crane/machine transited to and from the job site correctly? Are the OEM instructions for travel being followed? クレーン/機器は作業現場へ(から)正しく搬送されているか? 製造メーカーの走行手順が順守されているか?			
3	Does the operator know the weight of the load to be lifted? 運転士は吊り上げる荷物の重量を知っているか?			
4	Is the load to be lifted within the crane/machine manufacturer's rated capacity in its present configuration? 荷物の重量は現在のクレーン/機器のセッティングにおいて製造メーカーの定める定格容量以内にあるか?			
5	Are outriggers or stabilizers required? アウトリガー又はスタビライザーは必要か?			
6	If outriggers are required, are outriggers fully extended and down, and the crane load off the wheels? アウトリガーが必要な場合、完全に張り出されて接地しているか? クレーンの車輪が地面から離れているか?			
7	If the crane/machine level and on firm ground, if the ground is not firm is the crane/machine blocked? クレーン/機器は水平で堅固な地面にあるか? もし地面が堅固でないならば、クレーン/機器に敷板が使用されているか?			
8	If blocking is required, is the entire surface of the outrigger pad supported and is the blocking material of sufficient strength to safely support the loaded outrigger pad? 敷板が必要な場合、アウトリガーパッドの全面が敷板によって支持されているか? 十分な強度を持つ敷板が荷重が掛かったアウトリガーパッドを安全に支持しているか?			
9	If outriggers are not used, is the crane/machine rated for on-rubber lifts by the manufacturer's load chart? If stabilizers are used and not outriggers and the wheels are not off the ground is this the correct setup in accordance with the OEM? アウトリガーが使用されない場合、クレーン/機器は製造メーカーの荷重表でタイヤ接地状態による吊り上げが定められているか? アウトリガーが装備されていない機器でスタビライザーが使用され車輪が地面から離れていない場合、それは製造メーカーの手順に従う正しいセットアップか?			
10	Is the swing radius of the crane counterweight clear of people and obstructions and accessible areas within the swing area barricaded to prevent injury or damage? クレーンのカウンターウエイト旋回範囲内に人や障害物がないか? 旋回範囲内の立ち入り可能な区域はケガや損傷を防止するためにバリケードでふさがれているか?			
11	Has the hook been centered over the load in such a manner to minimize swing? フックは荷振れを最小限にするために荷物の中心の真上に置かれているか?			
12	Is the load well secured and balanced in the sling or lifting device before it is lifted more than a few inches? 荷物が数インチ以上吊り上げられる前にスリングや吊具で十分に締められてバランスを取られているか?			
13	Is the lift and swing path clear of obstructions? 吊り上げ及び旋回経路に障害物がないか?			
14	If rotation of the load being lifted is hazardous, is a tag or restraint line being used? 吊り上げられている荷物の回転が危険な場合、タグライン(介錯ロープ)、引き綱が使用されているか?			
15	Are personnel prevented from standing or passing under a suspended load? 人員が吊荷の下に立つことや通行するのを防止されているか?			
16	Is the operator's attention diverted? 運転士の注意がそれているか?			
17	Are proper signals being used at all times? Is the operator responding properly to the signals? Are radios used for blind lifts? 常に適切な合図が使われているか? 運転士は適切に合図に反応しているか? 運転士から荷物が見えない吊上げ(ブラインドリフト)には無線機が使用されているか?			
18	Is the load lifted a few inches to ensure it is secure and balanced? 荷物が適切に締結されてバランス状態を確実にする為に地切り時に数インチ吊り上げられて確認されているか?			
19	Are empty hooks lashed or otherwise secured during travel to prevent swinging? 走行時の振れを防止する為に空のフックは紐等で固定されるか、もしくは別の方法で固定されているか?			
20	Does the operator remain at the controls while the load is suspended? 荷物が吊られている間、運転士は操作場所(操縦席)に留まっているか?			
21	Do the operations ensure that side loading is prohibited? 荷物の横引きが禁止されていることを徹底しているか?			
22	Are personnel prevented from riding on a load? 人員が荷物の上に乗ることを防止されているか?			
23	Are start and stop motions in a smooth fluid motion (no sudden acceleration or deceleration)? クレーン操作において始動と停止の動きはスムーズであるか? (急加速又は急減速は禁止)			
24	If operating near electric power lines, are the rules and guidelines understood and adhered to? 送電線付近での作業の場合、規則や指針が理解され順守されているか?			
25	Is the lift a critical lift? 実施する吊り上げ作業は危険度が高い作業か?			

FIGURE P-2 (1 of 2)

P-2

SAFETY REQUIREMENT FOR CRANE OPERATION

CONTRACTOR CRANE OR RIGGING OPERATION CHECKLIST 契約業者クレーン及び玉掛け作業チェックリスト			YES はい	NO いいえ
26	If so, are all regulations understood and check-off sheets initialed and signed off? 上記の場合、全ての規則が理解されチェックシート(コンプレックス/クリティカルリフトプラン)にイニシャルと署名が記入されてあるか?			
26.1	Are any overhead power lines in the vicinity? 周囲に上空の送電線があるか?			
26.2	If so, are complex lift rules and 1926.550(a)(15) being followed? 上記の場合、コンプレックスリフトの規則と1926.550(a)(15)が順守されているか?			
27	If pick and carry operations are allowed and performed, are OEM directions followed? (e.g. rotation lock engaged, boom centered over front or rear, etc.)? もしクレーン/機器の走行吊り作業が許可されていて実行される場合、製造メーカーの手順が順守されているか? (例えば旋回ブレーキロックが掛けられる、ブームが前方もしくは後方の中心に来る様に合わせる、等)			
28	When the crane / machine is left unattended, is it in a safe condition? クレーン/機器は運転士が離れている時、安全な状態にあるか?			
29	Is rigging gear undamaged and acceptable for the application? 玉掛け用具は損傷なく使用用途に適しているか?			
30	Does rigging gear meet applicable ASME or host country standards(e.g. ASME B30.9 for slings, B30.10 for hooks, B30.26 for hardware such as shackles, safety hoist rings, eyebolts, etc, B30.20 for below the hook lifting devices, etc.)? 玉掛け用具は適用可能なASME、又は現地の法令及び規則を満たしているか? (例えばASME B30.9 スリング、B30.10 フック、B30.26 シャックル、安全吊上リング、アイボルト等の様な金属製品、B30.20 フック下の吊上装置、等)			
31	Is the rigging gear inspected prior to use? 玉掛け用具は使用前に検査されているか?			
32	Is chafing gear used to protect slings (especially synthetic slings) and equipment from damage due to sharp corners and edges? スリング(特に繊維スリング)や器具を鋭い角や端部の損傷から保護するために当て物用具が使用されているか?			
33	Is the rigging gear used in accordance with its working load limit? Is the load limit visible? 玉掛け用具はその作業制限荷重に従って使用されているか? その制限荷重は明白に表示されているか?			
34	Are positive latching devices used on crane and rigging hooks, or are the hooks "moused"? クレーンと玉掛け用具のフックに確実な掛け金装置が使用されているか? 又はフックの開口部が他の方法で閉じられているか?			
Contractor : 契約業者名 :		Subcontractor : 下請け業者名 :		
Location (To include building / pier number or specific information to identify work location) : 作業現場 (建物/岸壁番号、もしくは作業現場を特定できる具体的な情報を記入)				
Notes : 注記 :				
Signature of Contracting Officer's Representative : 契約担当官の代表者の署名 :			Date : 日付 :	

FIGURE P-2 (2 of 2)

SAFETY REQUIREMENT FOR CRANE OPERATION

CONTRACTOR CRANE OPERATOR'S DAILY CHECKLIST			
契約業者クレーン日常点検表			
Check Items		YES	NO
確認項目		はい	いいえ
1	Is the Certification of Compliance, P-1, in the operator's cab with the current operator's name listed? 運転室内のコンプライアンス証書には最新の運転者名が記載されてあるか?		
2	Does the operator know the weight of the load to be lifted? 運転士は吊り上げる品物の重量を把握しているか?		
3	Is the load to be lifted on the plan within the crane manufacturer's rated capacity in its present configuration? 作業計画での吊荷の重量は、現状のクレーン構成においてクレーン製造者の定める定格容量の範囲内であるか?		
4	Is the crane level and on firm ground? クレーンは水平で堅固な地面に設置されているか?		
5	Are outriggers required? アウトリガーは必要か?		
6	If so, are outriggers fully extended and down, and the crane load off the wheels? アウトリガーが必要な場合、完全に張り出されて接地しているか。クレーンのタイヤが地面から浮いているか?		
7	Is Outrigger block the entire surface of the outrigger pad supported and is the blocking material of sufficient strength to safely support the loaded outrigger pad? 敷板は、アウトリガーパッド全面が受けられているか? 敷板の材質の強度は、荷重が加わったアウトリガーパッドを安全に支えられるか?		
8	If outriggers are not used, is the crane rated for on-rubber lifts by the manufacturer's load chart? アウトリガーを使用しない場合、当該クレーンはクレーン製造者の定格総荷重表にタイヤ接地状態で吊り上げが定められているか?		
9	Is the swing radius of the crane counterweight clear of people and obstructions and accessible areas within the swing area barricaded to prevent injury or damage? クレーンのカウンターウェイト旋回範囲内に人や障害物がないか。旋回範囲内への立ち入り可能な区域は、ケガや損傷を防止するために閉鎖されているか?		
10	Is the lift and swing path clear of obstructions? 吊り上げ、及び旋回経路に障害物はないか?		
11	Are personnel prevented from standing or passing under a suspended load? 吊荷の下に立つ、又は通行が出来ないよう安全対策が施されているか?		
12	If operating near electric power lines, are the rules and guidelines understood and adhered to? 送配電線付近で作業する場合、規則や指針を理解し順守しているか?		
13	Is the lift a critical lift? クレーン作業は危険度の高い(または重要な)作業であるか?		
14	If so, are all regulations understood and check-off sheets initialed and signed off? 上記の場合、全ての規則が周知されてチェックシートにイニシャルと署名が記入されてあるか?		
15	Is rigging gear undamaged and acceptable for the application? 玉掛け用具に損傷が無く、使用用途に適したものか?		
I certify obeying about the following check items during crane operation. 私はクレーン作業の間、以下の確認項目に付いて遵守する事を証明します。			
16	To ensure that the hook is set at center of the load for minimizing swing. フックは荷振れを最小限にするために吊荷の中心にセットされていることを確実にすること。		
17	To confirm whether the load will be being secured and balanced well before lifting more than a few inches. 数インチ以上吊り上げる前に、吊荷は固縛されており、又バランスが保たれているかどうかを確認すること。		
18	To use a tag line, if rotation of the load being lifted is hazardous. 吊り上げ中の荷が回転して危険な場合、誘導ロープを使用すること。		
19	To pay attention always, while the crane operator is controlling the crane. クレーン運転者がクレーンを操作している間、常に注意を払うこと。		
20	To ensure that proper signals are used at all times. 適切な合図が常に使われることを確実にすること。		
21	To ensure that side loading is prohibited at crane operation. 吊荷の横引きが禁じられていることを確実にすること。		
22	To prevent that a personnel ride on a load. 人が吊荷の上に乗ることを禁止すること。		
23	To ensure that the start and stop of crane operation is performed smoothly (no sudden acceleration or deceleration). クレーン作業の始動と停止がスムーズに行われる事を徹底すること。(急加速または急減速は禁止)?		
チェック実施者名(ローマ字) :		所属会社名(ローマ字) :	Date 日付 :
Location (To include the building number, pier number, etcetera location's information) 作業現場 (建物/岸壁番号、もしくは作業現場を特定できる具体的な情報を記入):			
Notes 注記 :			
現場責任者署名(ローマ字) :		所属会社名(ローマ字) :	Date 日付 :

SAFETY REQUIREMENT FOR CRANE OPERATION

CATEGORY 2 & 3 NON CAB OPERATED CRANE OPERATOR'S PRE-USE / MONTHLY CHECKLIST カテゴリー 2 & 3 運転室無しクレーン 始業前／月例点検表

CRANE NO. クレーン番号	TYPE/CAPACITY 形式/容量	LOCATION 場所	CERTIFICATION EXPIRATION DATE 使用許可証有効期限	SHOP / CODE ショップ/コード	DATE 日付
<div> <div>OPERATORS 運転士</div> <div> <div>LEGEND 凡例</div> <div> <div>S = SATISFACTORY 良</div> <div>U = UNSATISFACTORY 不良</div> <div>NA = NOT APPLICABLE 適用外</div> </div> </div> </div>					
<div> <div>1 WALK AROUND CHECK 異回り点検</div> <div>2 MACHINERY HOUSE 機械室点検</div> <div>3 OPERATIONAL TEST 操作点検</div> </div>					
Safety Guards and Plates 安全ガードとプレート	S U N A	House Keeping 清掃状態	S U N A	Area Safety 周囲の安全性	S U N A
a General hardware 外観	a	Leaks 漏れ	a	Unusual Noises 異常音	
b Wire Rope ワイヤロープ	b	Lubrication 潤滑	b	Control Action 制御動作	
c Reaving ワイヤロープの巻きかけ状態	c	Clutch and Brakes クラッチとブレーキ	c	Wire rope chain ワイヤロープ/チェーン	
d Block/Blocks ブロック	d	Electric Motors 電動機	d	Brakes ブレーキ	
e Hook / Hooks フック	e	Danger/ Caution Tags 危険警告札	e	Limit Switch リミットスイッチ	
f Sheaves シーブ	f	Hoist Drum Pawl/ratchet Locks ホイストドラムの爪/ラチェットロック	f	Emergency shut off 緊急停止装置	
g Rail / Bumpers stop レール、バンパー止め	g	Certification tag 認証札	g	General Safety Devices 一般安全装置	
h Leaks 漏れ	h	Warning / Indicator lights 警告灯/表示灯	h		
i Load chain on chain hoist チェーンホイストのロードチェーン	i		i		
j Area Safety 周囲の安全性	j		j		
<div> <div>INSTRUCTIONS (記入方法) – Check all applicable items indicated, each shift. Suspend all operations immediately when observing an unsatisfactory condition of any item indicated with an asterisk (*) unless the condition has been reviewed and continued operation has been authorized by the activity engineering organization. In addition, suspend operation when any unsafe condition is observed and immediately notify supervisor. For any unsatisfactory item, identify the specific component and describe the deficiency in the "REMARKS" block.</div> <div>始業毎に上記の該当する項目をすべて点検すること。星印 (*) がついた項目に不具合を見つけた場合には、ただちにクレーンの使用を中止すること。所属部隊の技術部門が不具合状態を点検して使用記録が認められない限り、クレーンを使用してはならない。また、不安全状態を発見した場合にはクレーンの使用を中止して、ただちに監督者に報告すること。不良が見つかった箇所の部品名を具体的に示し、不具合の状態を備考欄に記入すること。</div> </div>					
OPERATOR'S SIGNATURE 運転士署名				DATE 日付	
SUPERVISOR'S SIGNATURE 監督者署名				DATE 日付	

SAFETY REQUIREMENT FOR CRANE OPERATION

CATEGORY 1, 2, 4 AND CAB OPERATED CATEGORY 3 CRANE OPERATOR'S DAILY CHECKLIST
カテゴリー1, 2, 4と運転室付きカテゴリー3クレーン日常点検表

CRANE NO. クレーン番号	TYPE/CAPACITY 形式/容量	LOCATION 場所	CERTIFICATION EXPIRATION DATE 使用許可証有効期限	SHIFT 勤務形態			HOURS OPERATED 運転時間	DATE 日付
				1	2	3		
OPERATORS 運転士 LEGEND 凡例 S = SATISFACTORY 良 U = UNSATISFACTORY 不良 NA = NOT APPLICABLE 適用外								
1 WALK AROUND CHECK 巡回点検 2 MACHINERY HOUSE 操縦室点検 3 OPERATOR CAB CHECK 運転室点検 4 PRE LIFT OPERATIONAL TEST 操作点検								
a	Safety Guards and Plates 安全ガードとプレート	a	House Keeping 清掃状態	S	U	N	A	S
b	Carrier Frame and Rotable Base キャリアフレーム・取回ベース	b	Diesel Engine ディーゼルエンジンと発電機	S	U	N	A	S
c	General Hardware 総め付け具 (ボルト・ナット等)	c	Leaks 漏れ	S	U	N	A	S
d	Wire Rope ワイヤロープ	d	Lubrication 潤滑	S	U	N	A	S
e	Reeving ワイヤロープの巻かけ状態	e	Battery バッテリー	S	U	N	A	S
f	Block ブロック	f	Lights 照明	S	U	N	A	S
g	Hook フック	g	Glass ガラス	S	U	N	A	S
h	Sheaves シーブ	h	Clutch and Brakes クラッチとブレーキ	S	U	N	A	S
i	Boom and Jib ブームとジブ	i	Electric Motors 電動機	S	U	N	A	S
j	Gantry, Pendants and Boom Stops ガントリ・ペンダント・ブームストップ	j	Compressor 補助エンジンとコンプレッサー	S	U	N	A	S
k	Walkways, Ladders and Handrails 通路・はしご・手すり	k	Danger/ Caution Tags 危険/注意札	S	U	N	A	S
l	Wind locks and Boom Stops 取回ロック・ブームストップ	l	Fire Extinguishers 消火器	S	U	N	A	S
m	Tires/Wheel/Tracks タイヤ・ホイール・走行装置	m	Hoist Drum Pawl/ratchet Locks ホイストドラムの歯/ラチェットロック	S	U	N	A	S
n	Leaks 漏れ	n	ク	S	U	N	A	S
o	Outriggers/Stabilizers and Locking Devices アウトリガー・安定装置・固定装置			S	U	N	A	S
p	Area Safety 周囲の安全性			S	U	N	A	S

INSTRUCTIONS (記入方法) - Check all applicable items indicated, each shift. Suspend all operations immediately when observing an unsatisfactory condition of any item indicated with an asterisk (*) unless the condition has been reviewed and continued operation has been authorized by the activity engineering organization. In addition, suspend operation when any unsafe condition is observed and immediately notify supervisor. For any unsatisfactory item, identify the specific component and describe the deficiency in the "REMARKS" block. 始業毎に上記に該当する項目について点検を行うこと。星印(*)のついた項目に不良を見つけた場合には、ただちにクレーンの使用を中止すること。所属部隊の技術部門が不良状態を点検して使用継続が認められない限り、クレーンを使用してはならない。また、不良の状態を発見した場合にはクレーンの使用を中止して、ただちに監督者に報告すること。不良が見つかった個所の部品名を具体的に示し、不良の状態を備考欄に記入すること。

FIRST OPERATOR'S SIGNATURE 最初の運転士署名		OPERATOR'S SIGNATURE 運転士署名		SUPERVISOR'S SIGNATURE 監督者署名	
DATE 日付	DATE 日付	DATE 日付	DATE 日付	DATE 日付	DATE 日付

Wind Velocity (m/s) / Time monitored
風速 (m/s) ・ 計測時

ENVIRONMENTAL PROTECTION

1.1 DEFINITIONS

1.1.1 Sediment

Soil and other debris that have eroded and have been transported by runoff water or wind.

1.1.2 Solid Waste

Garbage, refuse, sludge, and other discarded materials, including solid, semi-solid, liquid, and contained gaseous materials resulting from industrial and commercial operations and from community activities. It does not include solids or dissolved material in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluent, dissolved materials in irrigation return flows, or other common water pollutants.

Types of solid waste typically generated at CFAY during Contractor operations may include:

- a. Green waste: The vegetative matter from landscaping, land clearing and grubbing, including, but not limited to, grass, bushes, scrubs, small trees and saplings, tree stumps and plant roots. Marketable trees, grasses and plants that are indicated to remain, be re-located, or be re-used are not included.
- b. Surplus soil: Existing soil that is in excess of what is required for this work, including aggregates intended, but not used, for on-site mixing of concrete, mortars and paving. Contaminated soil meeting the definition of hazardous material or hazardous waste is not included.
- c. Debris: Non-hazardous solid material generated during the construction, demolition, or renovation of a structure which exceeds 60 mm (2.5 inch) particle size that is: a manufactured object; plant or animal matter; or natural geologic material (e.g. cobbles and boulders), broken or removed concrete, masonry, and rock asphalt paving; ceramics; roofing paper and shingles. Inert materials may be reinforced with or contain ferrous wire, rods, accessories and weldments. A mixture of debris and other material such as soil or sludge is also subject to regulation as debris if the mixture is comprised primarily of debris by volume, based on visual inspection.
- d. Wood: Dimension and non-dimension lumber, plywood, chipboard, hardboard. Treated and/or painted wood that meets the definition of lead-contaminated or lead-based contaminated paint is not included.
- e. Scrap metal: Scrap and excess ferrous and non-ferrous metals such as reinforcing steel, structural shapes, pipe and wire that are recovered or collected and disposed of as scrap. Scrap metal meeting the definition of hazardous material or hazardous waste is not included.
- f. Paint cans: Metal cans that are empty of paints, solvents, thinners and adhesives.
- g. Recyclable Materials: Recyclable materials can include, but are not limited to metal pumps, valves, fittings, pipes, fixtures, wiring, insulated/non-insulated copper wire cable, wire rope, and structural components, paint cans with dried paint, commercial-grade refrigeration equipment with Freon removed, household appliances where the basic material content is metal, clean PET bottles, cooking oil, used fuel oil, textiles, high-grade paper products and corrugated cardboard, stackable pallets in good condition, clean crating material, clean rubber/vehicle tires, and so on.
- h. Hazardous Waste: Hazardous waste and hazardous debris are special cases of solid waste. They have additional regulatory controls and must be handled separately. They are thus defined separately in this document.
- i. Food Waste: The organic residues generated by the handling, storage, sale, preparation, cooking, and serving of foods. Commonly referred to as garbage.

ENVIRONMENTAL PROTECTION

- j. Scavenging: The uncontrolled and unauthorized removal of materials at any point in the solid waste management system.

1.1.3 Hazardous Waste

A discarded material (or solid waste) that may be solid, semi-solid, liquid, or contained gas, and either exhibits a characteristic of a hazardous waste as defined in JEGS Section AP1.1 or is listed as a hazardous waste in JEGS Tables AP1.T1 through AP1.T4. Excluded from this definition are domestic sewage sludge, household wastes, and medical wastes.

1.1.4 Hazardous Materials

Any material that is capable of posing an unreasonable risk to health, safety, or the environment if improperly handled, stored, issued, transported, labeled, or disposed because it displays a characteristic listed in the JEGS Chapter 5, or the material is listed as defined in the JEGS Chapter 5. Munitions are excluded.

1.1.5 Oily Waste

Those materials which are, or were, mixed with used oil and have become separated from that used oil. Oily wastes also means materials, including wastewaters, centrifuge solids, filter residues or sludges, bottom sediments, tank bottoms, and sorbents which have come into contact with and have been contaminated by used oil. This definition includes materials such as oily rags, "kitty litter" sorbent clay and organic sorbent material.

1.1.6 Class I Ozone Depleting Substances (ODS)

Class I ODS is defined in Chapter 2 of the JEGS and Table 8-1 of OPNAVINST 5090.1C, and includes the following chemicals:

- Chlorofluorocarbon-11 (CFC-11)
- Chlorofluorocarbon-12 (CFC-12)
- Chlorofluorocarbon-13 (CFC-13)
- Chlorofluorocarbon-111 (CFC-111)
- Chlorofluorocarbon-112 (CFC-112)
- Chlorofluorocarbon-113 (CFC-113)
- Chlorofluorocarbon-114 (CFC-114)
- Chlorofluorocarbon-115 (CFC-115)
- Chlorofluorocarbon-211 (CFC-211)
- Chlorofluorocarbon-212 (CFC-212)
- Chlorofluorocarbon-213 (CFC-213)
- Chlorofluorocarbon-214 (CFC-214)
- Chlorofluorocarbon-215 (CFC-215)
- Chlorofluorocarbon-216 (CFC-216)
- Chlorofluorocarbon-217 (CFC-217)
- Chlorofluorocarbon-500 (CFC-500)
- Chlorofluorocarbon-502 (CFC-502)
- Chlorofluorocarbon-503 (CFC-503)
- Halon-1211
- Halon-1301
- Halon-2402
- Carbon tetrachloride
- Methyl bromide
- Methyl chloroform

1.1.7 Class II Ozone Depleting Substances (ODS)

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Class II ODS is defined in Chapter 2 of the JEGS and Table 8-2 of OPNAVINST 5090.1C, and includes the following chemicals:

Hydrochlorofluorocarbon-21 (HCFC-21)
 Hydrochlorofluorocarbon-22 (HCFC-22)
 Hydrochlorofluorocarbon-31 (HCFC-31)
 Hydrochlorofluorocarbon-121 (HCFC-121)
 Hydrochlorofluorocarbon-122 (HCFC-122)
 Hydrochlorofluorocarbon-123 (HCFC-123)
 Hydrochlorofluorocarbon-124 (HCFC-124)
 Hydrochlorofluorocarbon-131 (HCFC-131)
 Hydrochlorofluorocarbon-132 (HCFC-132)
 Hydrochlorofluorocarbon-133 (HCFC-133)
 Hydrochlorofluorocarbon-141 (HCFC-141)
 Hydrochlorofluorocarbon-142 (HCFC-142)
 Hydrochlorofluorocarbon-151 (HCFC-151)
 Hydrochlorofluorocarbon-221 (HCFC-221)
 Hydrochlorofluorocarbon-222 (HCFC-222)
 Hydrochlorofluorocarbon-223 (HCFC-223)
 Hydrochlorofluorocarbon-224 (HCFC-224)
 Hydrochlorofluorocarbon-225 (HCFC-225)
 Hydrochlorofluorocarbon-226 (HCFC-226)
 Hydrochlorofluorocarbon-231 (HCFC-231)
 Hydrochlorofluorocarbon-232 (HCFC-232)
 Hydrochlorofluorocarbon-233 (HCFC-233)
 Hydrochlorofluorocarbon-234 (HCFC-234)
 Hydrochlorofluorocarbon-235 (HCFC-235)
 Hydrochlorofluorocarbon-241 (HCFC-241)
 Hydrochlorofluorocarbon-242 (HCFC-242)
 Hydrochlorofluorocarbon-243 (HCFC-243)
 Hydrochlorofluorocarbon-244 (HCFC-244)
 Hydrochlorofluorocarbon-251 (HCFC-251)
 Hydrochlorofluorocarbon-252 (HCFC-252)
 Hydrochlorofluorocarbon-253 (HCFC-253)
 Hydrochlorofluorocarbon-261 (HCFC-261)
 Hydrochlorofluorocarbon-262 (HCFC-262)
 Hydrochlorofluorocarbon-271 (HCFC-271)

1.1.8 Asbestos

Generic term used to describe six distinctive varieties of fibrous mineral silicates, including chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any other types of these materials that have been chemically treated and/or altered.

1.1.9 Asbestos Containing Material (ACM)

Any material containing more than 0.1% asbestos by weight.

1.1.9.1 Type I Waste ACM

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Type I waste ACM includes, but is not limited to: sprayed asbestos; asbestos lagging material; diatomaceous earth (kieselguhr) lagging material; Pearlite lagging material; lagging material that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure, or when placed in contact with moving air or vibration; items contaminated with asbestos as a result of asbestos removal operations (e.g., PPE, plastic sheeting); items contaminated with asbestos (e.g., respirators, asbestos dust collection filters, equipment); and imported asbestos.

Type I waste ACM shall be categorized as a Specified Hazardous Industrial Waste (SHIW), which is a subcategory of Specially Controlled Industrial Waste (SCIW).

1.1.9.2 Type II Waste ACM

Type II waste ACM refers to all other waste ACM not otherwise segregated as a Type I waste ACM, including, but not limited to: fire safes; slate board; cement board; siding board; floor tile; gaskets; packing; cement pipe; and brake shoes.

Type II waste ACM shall be categorized as an Industrial Waste.

1.1.10 Lead Based Paint (LBP)

Paint or other surface coatings that contain lead equal to or exceeding 1.0 milligram per cm², or 0.5 percent by weight or 5,000 ppm by weight.

Notes: 1) LBP waste (≥ 0.3 mg/L) determination must be made using the Toxicity Characteristic Leaching Procedure (TCLP) or equivalent test method.

2) Paint in new materials shall not exceed 0.06 percent by weight

1.1.11 Petroleum, Oil and Lubricants (POL)

Refined petroleum, oils, and lubricants, including, but not limited to, petroleum, fuel, lubricant oils, synthetic oils, mineral oils, animal fats, vegetable oil, sludge, and POL mixed with wastes other than dredged spoil.

1.1.12 POL Storage Container

POL containers with capacities greater than 55 gallons (mobile/portable and fixed; and above and below ground storage containers). Underground storage tanks (USTs) are excluded from the definition of POL storage containers.

1.1.13 Underground Storage Tank (UST)

Any tank including underground piping connected thereto, larger than 416 liters (110 gallons) used to contain POL products or hazardous materials and the volume of which, including the volume of connected pipes, is 10 percent or more beneath the surface of the ground, but does not include:

- a. Tanks containing heating oil used for consumption on the premises where it is stored;
- b. Septic tanks;
- c. Stormwater or wastewater collection system;
- d. Flow through process tanks, including oil/water separator and wash racks;
- e. Surface impoundments, pits, ponds or lagoons;
- f. Field constructed tanks;
- g. Hydrant fueling systems;
- h. Storage tanks located in an accessible underground area (such as a basement or vault) if the storage tank is situated upon or above the surface of the floor;
- i. UST containing *de minimis* concentrations of regulated substances; and
- j. Emergency spill or overflow containment UST systems that are expeditiously emptied after use.

1.2 SUBMITTALS

ENVIRONMENTAL PROTECTION

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with direction by the Government:

SD-01 Preconstruction Submittals

Contractor/Vendor Environmental Service Agreement; G (Environmental Office): Service agreement is signed by the Contractor/vendor representative acknowledging that all workers are aware and received the station's environmental policies, EMS and General Environmental awareness training.

Transportation and disposal permits/licenses for solid waste including industrial waste; G (KO and Environmental Office): Transportation and disposal permits/licenses include certificates of disposal facility, treatment facility, storage facility, and transportation of solid waste. When transportation and/or disposal are contracted out, each valid contract must also be submitted with permits/licenses.

Transportation and disposal permits/licenses for hazardous waste; G (KO and Environmental Office): Transportation and disposal permits/licenses include certificates of disposal facility, treatment facility, storage facility, and transportation of hazardous waste. When transportation and/or disposal are contracted out, each valid contract must also be submitted with permits/licenses.

Environmental Protection Plan (EPP); G (KO and Environmental Office)

Environment Brief Checklist; G (KO and Environmental Office)

Soil Sampling Plan; G (KO and Environmental Office)

Safety Data Sheets (SDSs) and Hazardous Material Inventory Log; G (KO and Environmental Office): Submit a manufacturer specific latest SDSs in English and Hazardous Material Inventory Log having necessary information (Material Name, Manufacturer, Physical State, Storage Quantity, Quality (lbs/gals) used in Calendar Year etc.) for each hazardous material to be utilized

Construction/Excavation Drawings; G (KO and Environmental Office): If the project area is in a cultural, historical, archeological, or natural resources site per the latest CFAY Integrated Natural Resource Management Plan (INRMP) or CFAY Integrated Cultural Resources Management Plan (ICRMP), construction/excavation drawings must be submitted to the CFAY Natural/Cultural Resources Manager for approval.

SD-06 Test Reports

Laboratory analyses and analytical reports including but not limited to:

Waste characterization results; G (KO and Environmental Office): Waste characterization results with laboratory certification.

Wastewater sampling results; G (KO and Environmental Office)

Integrity test reports on POL storage containers and USTs; G (KO and Environmental Office)

Database of sample results; G (KO and Environmental Office)

SD-11 Closeout Submittals

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Some of the records listed below are also required as part of other submittals. For the "Records" submittal, maintain on-site a separate three-ring Environmental Records binder and submit at the completion of the project. Make separate parts to the binder corresponding to each of the applicable sub items listed below.

Disposal Documentation for All Waste; G (KO and Environmental Office)

Disposal documentation includes certificates of disposal facility, treatment facility, storage facility, and transportation of each waste. And completed signed waste manifest, including the CFAY Solid Waste Tonnage Report (forwarded to the CFAY PWD QRP Manager via the Contracting Officer).

DRMS Form 2016 (Freon-Free Certification) must be completed and accompany each piece of refrigeration or refrigerant removal equipment disposed of via the CFAY PWD QRP.

Waste determination documentation; G (KO and Environmental Office): Waste determination documentation must be prepared for all wastes generation from the project and supporting documents (i.e. waste characterization results, waste sampling results) must be attached.

Drawings and blue prints of modifications made to POL storage containers, USTs, and their appurtenances; G (KO and Environmental Office)

Closure reports for POL storage containers and USTs; G (KO and Environmental Office)

CFAY Solid Waste Tonnage Report; G (KO and Environmental Office)

Statement that no prohibited materials were used; G (KO and Environmental Office)

Hazardous Material Inventory Log; G (KO and Environmental Office)

PART 2 PRODUCTS

2.1 MATERIALS REQUIREMENTS

The Contractor shall submit a manufacturer specific Safety Data Sheets (SDSs) in English and Hazardous Material Inventory Log having necessary information (Material Name, Manufacturer, Physical State, Storage Quantity, Quality (lbs/gals) used in Calendar Year etc.) for each hazardous material to be utilized.

2.2 MATERIALS PROHIBITION

The Contractor shall not use any of the following materials:

- Paints with a lead content equal to or greater than 0.06% by weight.
- Materials containing more than 0.1% asbestos by weight
- Materials containing PCB (0.5 mg/kg or non-detectable whichever is smaller using the U.S. or Japanese method)
- Paints containing mercury, chromium, or cadmium
- Materials containing Class I ozone depleting substances
- Drinking water pipes, solders, fluxes or fittings exceeding a maximum lead content of 0.2 percent for solder and flux, and weighted average of 0.25 percent lead for wetted surfaces of pipes, pipe fittings, plumbing fittings, and fixtures that are not certified in accordance with NSF/ANSI61, Annex G or NSF372
- Chromated Copper Arsenate (CCA)-treated wood

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The Contractor shall provide certifications or documentation, (SDSs is acceptable documentation) stating no prohibited materials were used.

Those products containing formaldehyde, namely composite wood building materials, shall have a 4-star rating as determined by testing conforming to either JIS A 1460-2001 (Building Boards Determination of Formaldehyde Emission – Desiccator Method) or JIS A 1901-2003 (Determination of the Emission of Volatile Organic Compounds and Aldehydes for Building Products – Small Chamber Method).

The Contractor shall not bring any hazardous materials that are not required for the performance of the contract onto Government property.

Any contract requiring these materials must be approved by the CFAY PWD Environmental Office prior to materials being brought onto the installation. Request for approval must be submitted in writing and be accompanied by a manufacturer specific English SDSs.

PART 3 EXECUTION

Provide and maintain, during the life of the contract, environmental protection as defined. Plan for and provide environmental protective measures to control pollution and correct environmental conditions that develops during normal construction practice. Comply with applicable Japanese, U.S., DoD and local regulations pertaining to the environment, including but are not limited to water, air, solid waste, hazardous waste and materials, natural and cultural resources, oily substances, and noise pollution.

The Contractor is responsible for understanding all applicable environmental laws and policies prior to the start of work. The Contractor may be required to promptly implement measures to ensure that construction operations are in compliance with applicable environmental laws.

3.1 ENVIRONMENTAL PROTECTION PLAN

Prior to initiating any work on site, the Contractor will meet with the Contracting Officer to discuss the proposed Environmental Protection Plan and develop a mutual understanding of requirements for environmental protection, including measures for protecting natural/cultural/historical resources, participation in the Qualified Recycling Program (QRP), spill notification, and required documentation. The Environmental Protection Plan will be submitted in the format provided by the Government and shall include the elements specified below at the minimum.

a. Description of the Environmental Protection Plan

(1) General overview and purpose

- (a). Name and contact information for the project Environmental Manager and the duties and level of authority assigned to that person(s) on the job site to oversee environmental compliance.
- (b). Communication and training procedures that will be used to convey environmental management requirements to Contractor employees and subcontractors.
- (c). Emergency contact information contact information (office phone number, cell phone number, and e-mail address).

(2) General site information, including a map showing the site location and work to be performed at the site.

(3) A letter signed by an officer of the firm appointing the Environmental Manager and stating that he/she is responsible for managing and implementing the Environmental Program as

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described in this contract. Include in this letter the Environmental Manager's responsibility to correct actions that are not in compliance with the environmental requirements.

b. Management of Natural Resources

Methods for protection of natural resources on the site, including: land resources and landscape features, trees, stream crossings, fish and wildlife resources, drainages, and wetland areas

c. Protection of Historical and Archaeological Resources

Methods for protection of historical and/or archeological resources on the site

d. Storm Water Management and Control

- (1) Existing ground cover and erodible soils
- (2) Temporary and permanent measures to minimize erosion, including mechanical retardation, revegetation and mulching.
- (3) Management procedures or best management practices (BMPs) to prevent stormwater pollution: Identify potential sources of pollution (e.g., sediment/dust, chemicals, etc.) which may be expected to affect the quality of storm water discharge from the site. Describe the practices which will be used to reduce the pollutants from leaving the site.

e. Protection of the Environment from Waste Derived from Contractor Operations

- (1) Control and disposal of solid and recyclable wastes (Solid Waste and Recyclable Waste Section).
 - (a). A list of all types of solid waste the Contractor expects to generate, including a separate list for recyclable materials. The disposal method for each type of waste (i.e. land-filled, incinerated, off-site processing, recycled) and the name, location, and phone number of each disposal/processing site, including copies of all applicable permits, certifications, and licenses.
 - (b). For each commodity of recyclable material, list whether the Contractor intends to reuse, resell, recycle via the CFAY PWD QRP, or recycle via a Japan Government approved off-site recycling facility. For each material that the Contractor intends to recycle off-site, explain if the material can be reutilized or recycled in its current form, and if not, why not.
 - (c). A description of all areas where material, man-power, and equipment will be used to process, sort, and store waste (including recyclable material) pending transfer to a centralized collection point or approved off-site facility.
- (2) Control and disposal of hazardous waste (Hazardous Waste Management Section)

This item will consist of the management procedures for all hazardous waste to be generated. The elements of those procedures shall be consistent with the CFAY Hazardous Waste Management Plan.

A copy of the CFAY Hazardous Waste Management Plan can be provided by the Contracting Officer. As a minimum, include the following:

- (a). List of all types of hazardous waste the Contractor expects to generate. Indicate which wastes require a waste determination and which do not require a waste determination. Also, list the laboratory(ies) and laboratory method(s) that will be

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used to make the waste determination(s); Provide a copy of the laboratory certification;

- (b). Methods of hazardous waste management, including proposed location for collection/accumulation/storage regardless of duration;
- (c). Name and location of transporting and disposal facilities of hazardous waste, provided with permits/licenses and copies of contracts if contracted out.;
- (d). Plans to sample and analyze wastes for characteristic determination, including: analytes to be sampled for, sample laboratory methods, certificate of the laboratory where the samples will be analyzed, and sample preservation method, methods of chain-of-custody. Contact CFAY PWD Environmental for further information;
- (e). Methods that will be taken to minimize hazardous waste generated / prevent pollution.

(3) Control and Disposal of Wastewater

- (a). List of all types of wastewater the Contractor expects to generate. Wastewater includes, but is not limited to: wash water, rinse water, soapy water, and oily water.
- (b). Proposed methods for disposal of for each type of wastewater.
- (c). Plans to sample wastewater that will be disposed on-base (e.g., the sewer, storm drain), including: analytes to be sampled for, sample laboratory methods, certificate of the laboratory where the samples will be analyzed, and sample preservation method.

f. Prevention of Releases to the Environment

- (1) Procedures and equipment that will be used to prevent releases to the environment, which may include but is not limited to on-site spill equipment, secondary containment, drip pans, etc.
- (2) Procedures and equipment that will be used to control releases to the environment.
- (3) Notification procedure in the event of a release to the environment

g. Dust Control

- (1) Proposed methods to keep dust down at all times and avoid the dust from entering storm drains.

3.1.1 Environmental Protection Plan Review

Within fourteen days after the preconstruction meeting but at least 7 days before commencement of work, submit the proposed Environmental Protection Plan for further discussion, review, and approval. Commencement of work will not begin until the environmental Protection Plan has been approved by CFAY PWD Environmental Department.

3.2 PRECONSTRUCTION SURVEY

Perform a Preconstruction Survey of the project site with the Contracting Officer and designated compliance inspector from the PWD Environmental Department showing existing environmental conditions in and adjacent to the site.

3.3 ENVIRONMENTAL BRIEF

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Environmental manager shall attend an environmental brief to be included in the preconstruction meeting. Prior to the preconstruction meeting, the Contractors shall submit completed Environmental Brief Checklist to the PWD Environmental through the KO. Provide the following information: types, quantities, and use of hazardous materials that will be brought onto the activity; types and quantities of wastes/wastewater and non-hazardous solid waste that may be generated during the contract; methods to protect natural and cultural resources; methods to prevent stormwater pollution. Discuss the results of the Preconstruction Survey at this time.

Prior to initiating any work on site, meet with the Contracting Officer, CFAY Environmental staff and the tenant activity environmental staff if applicable to discuss the proposed Environmental Protection Plan(s). Develop a mutual understanding relative to the details of environmental protection, including measures for air, land, water, natural, and historical resources, required documentation, and other measures to be taken.

3.4 ENVIRONMENTAL MANAGER

Appoint in writing an Environmental Manager for the project site. The Environmental Manager position may concurrently be served by the QC manager, and he/she will be responsible for coordinating Contractor compliance with Government of Japan, U.S., DoD and local regulations and other installation requirements. The Environmental Manager will ensure compliance with all the environmental requirements set forth in this section. This can be a collateral position; however the person in this position must be trained to adequately ensure compliance with applicable laws and requirements as detailed below. If the Environmental Manager does not satisfy the training requirements, he/she shall complete ECATTS training prior to starting respective portions of on-site work under this contract. This person shall maintain the Environmental Records binder and required documentation, including environmental permits compliance and close-out.

3.5 CONTRACTOR EMPLOYEE TRAINING RECORDS

Prepare and maintain employee-training records throughout the term of the contract meeting applicable EMS requirements. The Contractor will ensure every employee completes a program of classroom instruction or on-the-job training that teaches them to perform their duties in a way that ensures compliance with JEGS, Japanese law, and local regulatory requirements. Submit these training records to the Contracting Officer at the conclusion of the project, unless otherwise directed.

3.6 THE ENVIRONMENTAL MANAGEMENT SYSTEM

The Contractor shall perform work under this contract consistent with the policy and objectives identified in the installation's Environmental Management System (EMS). The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor will provide monitoring and measurement information as necessary to address environmental performance relative to environmental, energy, and transportation management goals. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions. In addition, the Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor is responsible for ensuring that their employees receive applicable environmental and occupational health and safety training, and keeps up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience. Upon contract award, the Contracting Officer's Representatives (COR) will notify the installation's EMS coordinator to arrange EMS training. The installation's EMS coordinator shall identify training needs associated with environmental aspects and the EMS, and arrange training or take other action to meet these needs. The Contractor shall provide training documentation to the Contracting Officer. The EMS coordinator shall retain associated records.

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3.7 SUSTAINABILITY

Unless specified elsewhere and without further costs to the Government the Contractor where possible, shall incorporate sustainable practices throughout the lifecycle of the project. These include incorporation of Comprehensive Assessment System for Built Environmental Efficiency (CASBEE) or Leadership in Energy and Environmental Design (LEED) concepts such as renewable/alternative energies, resource reduction and waste minimization.

3.8 SOLID WASTE AND RECYCLING

Submit a copy of the applicable Japanese local permits and licenses for transportation, treatment, storage and disposal of solid waste (“Sangyou Haikibutsu”) by permitted facilities.

All waste is the property of the US Government and must be recycled to the maximum extent practicable through the CFAY PWD QRP in order to assist the US Government in meeting diversion goals for solid waste in accordance with the DoD Integrated Non-Hazardous Solid Waste Management Policy Memorandum (1 Feb 2008). The Contractor may request an up-to-date list of recyclable commodities and associated turn-in requirements by calling the QRP at DSN: 046-816-3817. A current turn-in guide will also be distributed during the environmental brief. All waste identified in the Contractor’s EPP as outside the scope of the CFAY PWD recycling program shall be disposed of by the Contractor at approved off-site waste disposal and recycling facilities as applicable in accordance with local and prefectural waste disposal laws and regulations, including the JEGS.

For detailed guidance on non-hazardous solid waste disposal or recycling, contact the CFAY PWD QRP Manager at DSN: 046-816-3817 after consultation with the Contracting Officer.

3.8.1 Control and Management of Solid Wastes

The Contractor will submit all waste disposal manifests to the CFAY PWD QRP Manager via the contracting officer (KO), including a summary of waste disposal efforts utilizing the CFAY Solid Waste Tonnage Report, which details types of waste disposed/recycled, quantities of waste, and associated disposal costs in US dollars with the yen rate from any reputable source referenced at the top of the form. This form will be distributed during the environmental brief. For recyclable materials turned over to the QRP, only the CFAY Solid Waste Tonnage Report will be required, not the waste disposal manifests.

All solid wastes or materials which have been separated for the purpose of recycling will be stored in such a manner that they do not constitute a fire, health or safety hazard or provide food or harborage for carriers, either animal or insect, capable of transmitting pathogens.

The Contractor may not prepare or cook food on the project site and must implement measures to prevent contamination of the work site and other areas when handling and disposing of waste material. At project completion, the worksite must be left clean.

Any scavenging of US Government property by the Contractor or a subcontractor, except as approved by the Contracting Officer, is strictly prohibited.

3.8.2 CFAY PWD QRP Yard Prohibited Materials

Material containing thermal insulation, PCBs, or asbestos, or any other hazardous material may not be turned in to the CFAY PWD QRP, except as authorized by CFAY PWD Hazardous Waste Program Manager (046-816-3840).

Light fixtures must have fluorescent bulbs and ballasts (aka starters) removed prior to turn-in to the CFAY QRP yard.

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Only waste metal where the Lead-Based Paint (LBP) is NOT peeling off or flaking may be turned in to the CFAY PWD QRP, even if sealed or taped to avoid contaminating the environment. All such LBP must be thoroughly scraped off and disposed of separately via the Hazardous Waste Storage Area (HWSA).

Refrigeration/Refrigerant removal equipment must be certified Freon-Free by a certified technician prior to disposal utilizing DRMS Form 2016.

Refer to the CFAY PWD QRP Turn-In Guide for restrictions governing the turn-in of electrical/electronic equipment and insulated copper wire and cable.

3.8.3 Lead Based Paint Solid Waste Disposal

For LBP solid waste (<0.3 mg/L), to include C&D debris, the Contractor shall adhere to the requirements of the JEGS, DoD and local laws and requirements. LBP solid wastes shall be disposed of at a HWSA or an approved permitted off-site solid waste facility, if approved by the Government in advance, and shall comply with the testing and disposal requirements of the facility. The Contractor is responsible for all necessary permits, licenses, off-base approvals and other requirements for transportation and disposal of the LBP solid waste. The Contractor will provide the Contracting Officer with a serially numbered manifest to ensure a complete audit trail from point of origin to ultimate disposal. For LBP solid waste:

- a. Perform a Toxicity Characteristic Leaching (TCLP) and provide results to the Contracting Officer prior to disposal of LBP containing materials.
- b. Submit written evidence that the disposal facility is aware of, approved for (by the local, prefectural, or GOJ environmental regulatory agencies) and will accept the LBP solid waste.
- c. Segregate LBP solid wastes from hazardous waste and recyclable materials. Segregate LBP recyclable metal waste from non-metal solid waste.
- d. Place in approved construction dumpsters, rollouts, bins etc. at the Contracting Officer designated area.
- e. Dispose of at a HWSA or approved permitted facility.
- f. Submit legible copies of the transportation and disposal manifests to the Contracting Officer upon completion of the disposal.

3.8.4 Lead Based Paint Metal Recycling

Only waste metal where the Lead-Based Paint (LBP) is NOT peeling off or flaking may be turned in to the CFAY PWD Qualified Recycling Program (QRP), even if sealed or taped to avoid contaminating the environment. All such LBP must be thoroughly scraped off and disposed of separately via the Hazardous Waste Storage Area (HWSA).

If the Contractor/subcontractor has a specific contract allowing for recycle waste metal overlaid with LBP at Japan Government approved commercial recycling facility, the Contractor will ensure inclusion on the CFAY Solid Waste Tonnage Report and submission to the CFAY PWD QRP Manager (PRY47) via the Contracting Officer.

For further recycling guidance contact the QRP Manager at DSN 046-816-3817.

3.8.5 Accumulation, Storage and Segregation

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Solid waste storage containers shall be leak proof, waterproof, and vermin-proof, including sides, seams, tops and bottoms; durable enough to withstand anticipated usage; and stored on a firm, even, well-drained surface which is large enough to accommodate all of the containers and which is maintained in a clean, spillage-free condition.

The Contractor may not dispose of any waste in base dumpsters or elsewhere on the base, except as approved by the Contracting Officer.

Provide all barriers and collection containers required for accumulating and storing waste at the project site, ensuring non-interference with regular construction work and related traffic, providing adequate space for waste collection vehicles and equipment.

Segregate and store non-recyclable waste separately from recyclable waste in accordance with recycling program requirements detailed in the CFAY PWD QRP Turn-In Guide. Maintain neat, clean, and orderly segregation so as to prevent eye-sores and contamination of the surrounding environment.

Surplus soil staged at the work site must be properly covered by the close of each work day in accordance with JEGS Chapter 7.

Only non-hazardous and biodegradable detergents may be used to clean recyclable waste and collection containers. Wash water shall be containerized and brought off-site for disposal. Under no circumstances shall wash water be released down a storm drain.

The Contractor may only use alternate waste accumulation, storage, and segregation methods approved by the Contracting Officer.

3.8.6 Transport and Disposal

All non-recyclable solid waste and non-hazardous debris must be removed from Government property in Japan Government approved vehicles in a timely manner and disposed of via approved off-site waste disposal facilities in accordance with applicable local and prefectural laws, regulations, codes, and the JEGS.

All vehicles used for collection and transportation of solid waste or materials separated for recycling or for disposal will have suitable cover or must be enclosed to prevent spillage, and are constructed, operated and maintained adequately.

Storage of bulky wastes will include, but will not be limited to, removing all doors from large household appliance (unless they are stored in a secure area) and covering the items, if practical, to reduce both the problems of nuisance, and the accumulation of solid waste and water in and around bulky items. Bulky wastes will be screened for the presence of hazardous constituents and ozone depleting substances as outlined in the JEGS. They shall be stored so as not to cause a fire, health or safety hazard. The containers must be of adequate size and number to contain all waste generated between collections.

Recyclable material must be delivered to the CFAY PWD QRP recycling yard at building 4857 (also known as building J-1810), located behind the base taxi office. The material will be weighed, and a copy of all weight tickets will be provided to the Contractor as a formal record of disposition via the QRP.

The Contractor will maintain three separate lists of solid waste and identify a Japan Government approved waste disposal facility for each item on each list. The first list will itemize all non-recyclable, non-hazardous solid waste. The second list will itemize all recyclable, non-hazardous solid waste that cannot be disposed of via the CFAY PWD QRP. The third list will itemize all hazardous recyclable solid waste.

If the Contractor intends to recycle materials off-site, the Contractor must present a recycling plan in the EPP that first considers reutilization of recyclable material in current form/state in order to limit pollution resulting from reprocessing. If recyclable waste cannot be reutilized "as-is", the Contractor must indicate as much for each recyclable item that cannot be recycled via the CFAY PWD QRP.

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The Contractor shall recycle concrete aggregate, asphalt paving, soil materials, wood, lumber, etc. in accordance with the latest Japan Ministry of Land Infrastructure and Transport guidelines.

Materials with no practical use or economic benefit shall be disposed at a Japan Government approved landfill or incinerator in accordance with local and prefectural laws, regulations, codes, and the JEGS.

The Contractor must set aside and protect any mis-delivered or substandard products and materials and return them to the supplier for credit.

3.8.7 Licenses and Permits for Construction Waste

Obtain necessary licenses and permits in conjunction with treatment and disposition of construction wastes defined in all applicable Japanese laws and prefectural regulations; and submit the licenses and/or permits to the Contracting Officer.

3.9 HAZARDOUS WASTES, WHICH INCLUDES SPECIALLY CONTROLLED INDUSTRIAL WASTES, PCBS, LBP DUSTS/CHIPS AND ACMS

3.9.1 Pollution Prevention/Hazardous Waste Minimization

Minimize the generation of hazardous waste by reducing the use of hazardous materials and make the best effort to segregate waste that can be recycled from waste that requires disposal. Include procedures for pollution prevention/hazardous waste minimization in the Hazardous Waste Management Section of the Environmental Protection Plan. Consult with the CFAY PWD Environmental to obtain suggestions and a copy of the installation's pollution prevention plan as reference material when preparing this part of the plan.

3.9.2 Hazardous Waste Management

The Contractor shall identify all activities which will generate hazardous waste and all waste streams generated from the project as defined in the JEGS and COMFLEACTINST 5090.1D. Hazardous waste generated within the confines of Government facilities will be identified as being generated by the Government and will be properly segregated, contained, labeled, handled, collected/accumulated, and turned-in to Building 1822, the CFAY PWD Environmental Hazardous Waste Storage Area (HWSA), with waste determination document or analysis result and a Job Order Number (JON). Wastes generated from hazardous materials that are brought in by the Contractor will be identified as Contractor generated hazardous wastes. These Contractor generated hazardous wastes shall be managed separately from Government generated hazardous waste. The Government is not responsible for disposing of Contractor's wastes/materials. Hazardous wastes shall not be abandoned on any property. No hazardous waste will be brought onto Government property.

Prior to disposal, ask the Contracting Officer to obtain a JON and fill in a Waste Disposal Request Form, which can be obtained by the CFAY PWD Environmental, with all required supporting documents. Hazardous waste turn-ins can be coordinated by calling 046-816-5777 (Japanese). At least three (3) business days arrangement is required prior to turn-in of hazardous wastes.

The Contractor shall dispose of hazardous wastes, excluding ACM waste and contaminated soil or unless specified in this contract, at on-base HWSA in accordance with the JEGS, installation regulations and requirements, and all the applicable Japanese national and local regulations and requirements. The Contractor shall dispose of ACM waste and contaminated soil, in addition to specified waste in this contract, at off-base disposal facility.

3.9.3 ACM Waste

When asbestos abatement is required, only properly trained, certified, and equipped workers shall handle asbestos. All workers involved in the repair, removal, maintenance and disposal of ACM will possess valid and appropriate U.S. or Japanese accreditations or permits appropriate for the asbestos removal/abatement work performed.

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All asbestos work, to include storage, labeling, packaging, transportation and disposal, must be accomplished in accordance with applicable laws and regulations of the Governments of the United States and Japan, however denominated, including those applicable political subdivisions, departments and other entities.

All asbestos waste generated, except as specified otherwise, becomes the property of the Contractor and will be properly stored, labeled, packaged, transported, and disposed of off-base, unless otherwise specified.

Asbestos containing material waste shall be adequately wetted from abatement to disposal. ACM waste shall be segregated by Type I or Type II. Wetted asbestos waste shall be sealed in double high strength plastic bags (i.e. 6 mil polyethylene) or solidified in cement. Bags shall be labeled in English and Japanese "DANGER-CONTAINS ASBESTOS FIBERS - AVOID CREATING DUST-CANCER AND LUNG DISEASE HAZARD."

For temporary storage prior to disposal, properly wetted and labeled bags shall be stored in an asbestos waste load-out unit or in a storage/transportation conveyance (i.e., dumpster, roll-off waste boxes, etc.) in a manner acceptable to and in an area assigned by the CO. Asbestos storage units/conveyances shall be labeled "ASBESTOS WASTE ONLY" in both English and Japanese. The storage unit/conveyances shall be managed in such away as to prevent unauthorized entry, breaching of bags or wrappings and comingling with non-asbestos wastes.

The Contractor must transport the asbestos waste in accordance with the Government of Japan, Prefectural and local laws.

Asbestos waste disposal shall be at a Government of Japan (GOJ) approved or licensed facility or landfill for each type of waste ACM. Type I waste ACM may be melted and disposed of in a landfill designated by the GOJ to receive treated asbestos waste. Prior to commencement of work the Contractor shall provide to the Contracting Officer the name and address the disposal facility, (and melting facility if utilized), certification of the facilities permit to dispose of asbestos and proof the Contractor will utilize the disposal facility for the specified contract.

All asbestos waste leaving the installation to a Japanese facility will be accompanied by a serially numbered manifest to ensure a complete audit trail from point of origin to ultimate disposal. Submit legible copies of the asbestos disposal manifest to CFAY PWD Environmental Division through the Contracting Officer upon completion of the asbestos/ACM disposal.

If, with prior approval of the CFAY PWD Environmental Division, asbestos waste is allowed to be disposed of through the U.S. Government, then the Contractor shall contact the Hazardous Waste Storage Area at Bldg 1822 (046-816-3840) for guidance prior to any removal work. The Contractor shall be responsible for proper management, packaging, labeling and transport of all ACM/asbestos waste.

The use, replacement or installation of materials, products or equipment containing asbestos is prohibited. Prior to the commencement of construction, the Contractor, shall provide to CFAY PWD Environmental Division through the Contracting Officer information/certifications proving the materials used are not ACM.

Reference UFGS Section 02 82 14.00 10 "Asbestos Hazard Control Activities" and Section 02 82 16.00 20 "Engineering Control of Asbestos Containing Material" and the JEGS for additional requirements on the management of asbestos containing material.

3.9.4 Lead Based Paint

When lead based paint (LBP) abatement is required, only properly trained, certified, and equipped workers shall handle LBP. All LBP work, including storage, labeling, packaging, transportation and disposal, must be accomplished in accordance with applicable laws and regulations of the Governments of the United States and Japan, however denominated, including those applicable political subdivisions, departments and other entities.

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LBP wastes have the potential to exceed regulatory levels and any waste above the regulatory levels will not be disposed of in a solid waste landfill. Lead based paint (LBP) waste and waste generated from lead abatement activities shall be managed as hazardous waste in accordance within this Section and the JEGS Chapter 6 and 17.

Construction, renovation and demolition waste suspected of, or reported to contain LBP must be sampled in accordance with the JEGS. The Contractor shall collect samples and submit the samples for analysis to a certified independent laboratory. The name of the laboratory and certification shall be provided to the CO. A copy of the toxicity analysis will be provided to CFAY PWD Environmental Division through the Contracting Officer.

LBP wastes below the regulatory levels may be disposed of in a permitted solid waste landfill. The Contractor shall be responsible for adhering to all Government of Japan, Prefectural, local and landfill requirements.

Copies of all lead paint-related documentation generated from this project, including testing, air monitoring and hazardous waste manifests, shall be provided by the Contractor to the Contracting Officer.

Reference Unified Facilities Guide Specifications (UFGS) Section 02 82 33.13 33 "Removal/Control and Disposal of Paint with Lead" and Section 02 83 13.00 20 "Lead in Construction" and the JEGS for additional requirements on the management of lead containing material.

3.9.4.1 Lead Based Paint Hazardous Waste Disposal

Lead Based Paint hazardous waste (>0.3 mg/L) shall be sampled, segregated, stored, managed and disposed in accordance with the JEGS, DoD, and local laws and regulations. The Contractor shall identify all activities, which will generate hazardous waste as defined in the JEGS and COMFLEACTINST 5090.1D.

LBP hazardous waste generated within the confines of Government facilities will be properly segregated, contained, labeled, handled, stored, and turned-in to Building 1822, the CFAY PWD Environmental HWSA. Prior to disposal, ask the Contracting Officer in order to obtain an established JON. Further information on hazardous waste disposal can be provided by the CFAY PWD Environmental.

For LBP hazardous waste:

- a. Perform a Toxicity Characteristic Leaching (TCLP) and provide results to the CO prior to disposal of LBP containing materials.
- b. Segregate LBP hazardous wastes from LBP solid waste, other construction debris, materials and wastes.
- c. Place LBP hazardous wastes in United Nation (UN) containers or containers approved by the CFAY PWD Environmental Department.
- d. Label LBP hazardous wastes containers in accordance with the JEGS and COMFLEACTINST 5090.1D.
- e. Store hazardous waste containers in the area designated by the Contracting Officer or the Contracting Officer's representative.
- f. Call the CFAY PWD Environmental Hazardous Waste Storage Area (HWSA) at 046-816-5777(Japanese) for turn-in coordination.

3.9.5 Light Fixture Waste

Light Fixture wastes may include hazardous wastes such as (but not limited to) mercury containing building products (i.e. florescent lamps, mercury vapor lamps, high pressure sodium lamps).

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Light fixture waste containing hazardous constituent shall be disposed as hazardous waste and turned in to the CFAY PWD Environmental HWSA at Building 1822 in accordance with this Section, Section 3.9.2, COMFLEACTINST 5090.1D, and JEGS.

Segregate incandescent bulbs from hazardous light fixture waste prior to turn-in. Non-hazardous waste shall be disposed of off-base in accordance with all applicable JEGS, Japanese laws and local regulations.

Lighting ballast may contain PCB as specified in Paragraph "PCB Containing materials and Equipment". When the lighting ballast does not contain PCB, submit the ballast manufacturer's PCB-free certificate to the CFAY PWD Environmental and recycle it at QRP Yard or, if it cannot be recycled, dispose of it off-base properly.

3.9.6 PCB Containing Materials and Equipment

The use of material containing PCB is prohibited and the reuse or reutilization of PCB transformers removed from service is categorically prohibited.

The following materials/equipment that were manufactured in Japan before 1972 and manufactured in the United States before 1979 may contain PCB oil/grease.

- Grease used in shop machine
- Motor
- Lighting fixture ballast
- Transformer
- Capacitor
- Circuit breaker
- Voltage regulator
- Switch
- Electromagnet
- Cable

The Contractor shall turn-in PCB containing materials/equipment to the CFAY PWD Environmental HWSA at Building 1822 as hazardous waste. Refer to Section 3.9 for management and disposal of hazardous waste.

Before delivering the PCB containing materials/equipment, submit a list of materials/equipment with the following information to the CFAY PWD Environmental Office.

Type
Serial number
Size
Quantities
Out of Service Date
Manufacture name and address
PCB Concentration

Sample and analyze suspected PCB contaminated materials/equipment in accordance with JEGS, installation requirements, and local and Japan regulations and requirements using applicable Japanese or U.S. methods prior to turn-in.

The Contractor shall consult with CFAY PWD Environmental on determination, removal, and handling of PCB or suspected PCB containing materials/equipment.

3.9.7 Mercury Containing Items

Mercury is prohibited in the construction of facilities, unless specified otherwise, with the exception of mercury vapor lamps.

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The Contractor shall remove and package mercury containing bulbs and lamps in a manner to prevent breakage and turn in (in an unbroken condition) for disposal as hazardous waste at the CFAY PWD Environmental HWSA, Building 1822. Lighting fixtures, thermostats, and temperature gauges that contain mercury shall be also turned in to the Government as hazardous waste in accordance with the JEGS. Unless laboratory test results or equivalent supporting documents are submitted to the CFAY PWD Environmental HWSA, hazardous wastes will not be accepted by the Government. Non-hazardous waste shall be disposed of off-base in accordance with all applicable JEGS and Japanese local laws and regulations.

Immediately report to the Contracting Officer and base Safety instances of breakage or mercury spillage. Clean mercury spill area to the satisfaction of the Contracting Officer.

3.9.8 Hazardous Waste Accumulation Point

If the work requires the temporary storage/collection of hazardous wastes on site overnight, the Contractor will request the establishment of a Contractor Hazardous Waste Accumulation Point (HWAP) at the point of generation. The Contractor must submit a request form with other required documentation/information to the CFAY PWD Environmental via Contracting Officer. Attach a waste determination form. The Government will require a minimum of ten working days for processing this request. The Contractor shall not store/collect hazardous waste on site overnight unless the requested Contractor HWAP is approved and managed properly. When hazardous waste will be removed from the job site properly daily, the Contractor HWAP is not required.

Each HWAP shall have warning signs, security, spill response equipment, communication, and fire equipment as necessary. No more than 208 liters (55 gallons) of hazardous waste or 1 liter (1 quart) of acute hazardous waste shall be accumulated at each HWAP. When these limits have been reached, arrangements must be made within five working days to move the hazardous waste to a HWSA or off-base disposal facility if approved.

3.10 SPILL PREVENTION, CONTAINMENT AND CLEAN-UP

Exercise due diligence to prevent, contain, and respond to spills of hazardous material, hazardous substances, hazardous waste, sewage, regulated gas, petroleum, lubrication oil, and other substances regulated by environmental laws and the JEGS. Maintain spill cleanup equipment and materials at the work site.

In an event of any releases of oil, hazardous substances, chemicals, or gases or a discovery of an oil sheen (small/large) on the water, immediately (within 15 minutes) notify the CNFJ Regional Dispatch Center at 911 or 146-816-0911 and the Contracting Officer. Direct notification to CFAY PWD Environmental is an option.

Take prompt, effective action to stop, contain, curtail, or otherwise limit the amount, duration, and severity of the spill/release. Secure storm drains and other openings around spilled area to prevent entry into any waterways.

The Contractor is responsible for verbal and written notifications to the Government per requirements in the JEGS, local regulations and Navy Instructions. Spill response will be in accordance with JEGS and spill response procedures. Contain and clean up these spills without cost to the Government. If the Government assistance is requested or required, the Contractor will reimburse the Government for such assistance, including materials, equipment, clothing, sample analysis materials, disposal, and labor. Provide copies of the written notification and documentation that a verbal notification was made within 20 days.

The Contractor shall reimburse the Government if the Contractor's response is inadequate and the Government must initiate its own spill cleanup procedures. The Contractor is responsible for reimbursement, when:

- a. The Contractor has not begun spill cleanup procedure within one hour of spill discovery/occurrence, or
- b. If, in the Government's judgment, the Contractor's spill cleanup is not adequately abating life threatening situation and/or is a threat to any body of water or environmentally sensitive areas.

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Used cleanup materials, such as absorbent sheets/pads and booms, require a hazardous waste determination prior to disposal and shall be disposed of at off-base disposal facility properly.

3.11 HAZARDOUS MATERIALS

No hazardous material shall be brought onto Government property that is not directly related to requirements for the performance of this contract.

3.11.1 CONTRACTOR HAZARDOUS MATERIAL INVENTORY LOG

Submit the "Contractor Hazardous Material Inventory Log"(found at: <http://www.wbdg.org/ccb/NAVGRAPH/graphdoc.pdf>), along with corresponding Safety Data Sheets (SDSs) to the Contracting Officer at the start and at the end of construction (30 days from final acceptance), and update no later than January 31 of each calendar year during the life of the contract. Documentation for any spills/releases, environmental reports or off-site transfers may be requested by the Contracting Officer.

3.11.2 HAZARDOUS MATERIAL USE

The removal and/or disposal of hazardous or incidental materials used to accomplish the work (including, but not limited to aerosol cans, paint, cleaning solvents, brushes, rags, clothing, etc.) are the responsibility of the Contractor, except the incidental hazardous waste specified elsewhere. Hazardous materials shall not be abandoned on Government property.

Include hazardous material control procedures in the Safety Plan. Address procedures and proper handling of hazardous materials, including the appropriate transportation, container condition, secondary containment, and marking requirements. Submit a SDSs and estimated quantities to be used for each hazardous material to the Contracting Officer prior to bringing the material on base. Typical materials requiring SDSs and quantity reporting include, but are not limited to, oil and latex based painting and caulking products, solvents, adhesives, aerosol, and petroleum products. At the end of the project, provide the Contracting Officer with the maximum quantity of each material that was present at the site at any one time, the dates the material was present, the amount of each material that was used during the project, and how the material was used.

Ensure that hazardous materials are utilized in a manner that will minimize the amount of hazardous waste that is generated. Ensure that all containers of hazardous materials have NFPA labels or their equivalent. Keep copies of the SDSs for hazardous materials on site at all times and provide them to the Contracting Officer at the end of the project. Certify that all hazardous materials removed from the site are hazardous materials and do not meet the JEGS definition of hazardous waste.

The Government reserves the right to inspect and sample all materials to be used in performance of the project for asbestos, lead, etc., to measure the compliance with the requirements specified.

3.12 PROTECTION OF NATURAL RESOURCES

Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work. Confine construction activities to within the limits of the work indicated or specified.

Do not disturb native species or their habitats. This includes birds, mammals, reptiles, amphibians, fish, and insects. When the Contractor encounter any species listed in Table C13.T1 and C13.T2 of JEGS, and/or listed in Red Data Book issued by Kanagawa Prefectural Government, and/or Ministry of the Environment (MOE) of Japan, notify NRM (Natural Resources Manager) in Environment Office immediately through Contracting Officer's Representatives (COR). The NRM will review and authorize work plans that will be required before work can commence.

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In the interim, secure the area and work around the secured area ensuring activity and noise do not disturb the species being evaluated, or its habitat.

Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish and wildlife, except as indicated or specified.

Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without the Contracting Officer's permission. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by the Contracting Officer. Where such use of attached ropes, cables, or guys is authorized, the Contractor will be responsible for any resulting damage.

Protect existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations. Remove displaced rocks from un-cleared areas. During approved excavation, remove trees with 30 percent or more of their root systems destroyed. Remove trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain Contracting Officer's approval before replacement.

CFAY Environmental Natural Resource Manager approval is required before any equipment will be permitted to ford live streams. In areas where frequent crossings are required, install temporary culverts or bridges. Obtain Contracting Officer's approval prior to installation. Remove temporary culverts or bridges upon completion of work, and repair the area to its original condition or as indicated or as specified.

3.12.1 Erosion and Sediment Control Measures

3.12.1.1 Protection of Erodible Soils

Burn-off of the ground cover is not permitted. Plan and conduct earthwork to minimize the duration and exposure of unprotected soils. Immediately protect the side slopes and back slopes upon completion of rough grading. Immediately finish any earthwork brought to a final grade, as indicated or specified.

3.12.1.2 Temporary Protection of Erodible Soils

Use the following methods to prevent erosion and control sedimentation:

a. Mechanical Retardation and Control of Runoff

- (1) Mechanically retard and control the rate of runoff from the construction site. This includes construction of diversion ditches, benches, berms, and use of silt fences and sand bags to retard and divert runoff to protected drainage courses.

b. Sediment Basins

- (1) Trap sediment in appropriate temporary or permanent sediment basins. Select a basin size to accommodate the runoff of a local 5/10/20-year storm as dictated, ("kouu no kakuritsunenn"). Pump dry and remove the accumulated sediment, after each storm. Use a paved weir or vertical overflow pipe for overflow. Remove collected sediment from the site. Institute effluent quality monitoring programs.
- (2) Install, inspect, and maintain best management practices (BMPs).

c. Vegetation and Mulch

- (1) Provide temporary protection on sides and back slopes as soon as rough grading is completed or sufficient soil is exposed to require erosion protection. Protect slopes by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by

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hydro-seeding, anchoring mulch in place, covering with anchored netting, sod, or such combination of these and other methods necessary for effective erosion control.

- (2) Seeding: Provide new seeding where ground is disturbed. Include topsoil or nutriment during the seeding operation necessary to establish/reestablish a suitable stand of grass.

3.12.2 Storm water Drainage and Construction Dewatering

Prevent construction site runoff from entering storm drains or the waterways by the use of sand bags or other method suitable to the CFAY Environmental Department and/or sweeping up and disposing of sediment after the work is completed.

For outdoor operations that produce materials can be swept up in storm water (such as washing, painting/de-painting, carpentry, metal work, etc.) capture/sweep up excess materials and contain liquids so they do not contaminate storm water. Use drop cloth or other appropriate methods to prevent debris, particulates, sediments, and chemicals from entering storm water lines or sanitary sewer lines.

Do not discharge excavation ground water to the sanitary sewer, storm drains, or to waterways without prior specific authorization from the CFAY Environmental Department in writing. Discharges of hazardous substances are not permitted under any circumstances. If the construction dewatering is noted or suspected of being contaminated, it may only be released to the storm drain system if the discharge is specifically permitted. However, sediment and solid waste may not be discharged to the storm drain.

3.13 PROTECTION OF HISTORICAL AND CULTURAL RESOURCES

If work is being performed on a cultural or historical asset, such as a historical building/structure or archeological site, special precautions may be necessary. Submit design drawings, floor plans, and other relevant operational details to the CFAY Cultural Resource Manager (046-816-5136) through the Contracting Officer for review and approval prior to the commencement of work. Contact the CFAY Cultural Resources Manager through the Contracting Officer to determine if the work involves any archaeological, historical or cultural assets.

If any cultural/historical artifacts/assets are discovered during work, notify the CFAY Cultural Resources Manager through the Contracting Officer (046-816-5136), secure the discovery area, and continue to work around the secured area until further direction from the CFAY Cultural Resources Manager through the Contracting Officer. If the items need to be temporarily removed, carefully protect them from disturbance, including weather conditions, unforeseen traffic, and pilfering. The CFAY Cultural Resources Manager through the Contracting Officer will provide further direction/guidance on how to protect the items. The Government retains ownership and control over historical and archaeological resources.

3.14 WASTEWATER

The Contractor/subcontractor shall not discharge any industrial wastewater into any sanitary sewer lines or storm drains unless authorized from the NAVFAC FE Utility Department, PRY32 at 046-816-4921 (Japanese) and CFAY PWD Environmental at 046-816-3597 (Japanese) through the Contracting Officer. To receive the authorization from NAVFAC FE PWD Utilities or CFAY PWD Environmental, the Contractor should submit lab analysis reports with Laboratory Certification Letter to CFAY PWD Environmental through the Contracting Officer for all wastewater from Contractor operations prior to discharge into sanitary sewer lines or storm drains. If the Contractor has historical analytical data of wastewater generated from the same operation, the data with Laboratory Certification Letter may be submitted. If lab analysis results exceed the limits set in the JEGS, the wastewater shall be considered Industrial Waste or Hazardous Waste.

- (a). For discharge to the sanitary sewer, lab analysis results must be within the allowable limits required per Table 4-3 of COMFLEACTINST 5090.13. If the sanitary sewer lines are disconnected to the NAVFAC FE PWD Utilities Domestic Wastewater Treatment Systems (DWTS), lab analysis results must be within the allowable limits required by wastewater receiving facilities. Receiving facilities

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from CFAY include, but not limited to, Yokosuka City Sewerage, Zushi City Sewerage, Yokohama City Sewerage, and the Army DWTS.

- (b). For discharge to storm drains, lab analysis results must be within the allowable limits required per Chapter 4 of the JEGS. Colored wastewater or wastewater with odors shall not be discharged to storm drains. Wastewater discharged to the storm drains shall be cooled to a temperature below 40 °C (104 °F).

Even if industrial wastewater is not generated, any contaminated wastewater generated at the work site shall be properly contained and disposed of in accordance with CFAY PWD Environmental guidance (excluding uncontaminated storm water, groundwater, or potable water discharge). Sludge and solid waste shall not be discharged to storm drain/sanitary sewer.

For wall cleaning operations, reduce the pressure of the water jet if the paint chips begin to fall off the wall due to high water pressure. If possible, to do not use high pressured water. Use rags for areas where the water jet pressure is not sufficient to clean off dust.

3.15 REFRIDGERANT/OZONE DEPLETING SUBSTANCES (ODS)

Class I and II ODS as defined and identified herein shall not be used in the performance of this contract, nor be provided as part of the equipment. This prohibition will be considered to prevail over any other provision, specification, drawing, or referenced documents.

Refrigerant (Class I and II ODS) used in air conditioning and refrigeration equipment and fire protection systems, which shall be removed in this contract, shall be property of the Government. The Contractor shall return the refrigerant to the Government (DLA) with the National Standard Number (NSN) container (cylinder) Coordinate ordering free NSN cylinders 8 weeks in advance and turning ODS in DLA at AVNODSReserve@dla.mil. Removal of refrigerant gas shall be done by a company that is registered as a refrigerant gas handler by the prefectural local Government.

Place recovered ODS in cylinders meeting the recommendation of the air conditioning or refrigeration system manufacturer suitable for the type ODS (filled to no more than 80 percent capacity) and provide appropriate labeling.

Removal/replacement of any equipment containing an ODS or suspected ODS shall comply with JEGS 2018 (Chapter 2) and OPNAVINST 5090.1D (Chapter 22).

If Ozone Depleting Substance (ODS) recovery from the HVAC units is required, follow the guidance from JEGS 2018, 2-3.6.1 and 2-3.6.3: All repairs or services to appliances, industrial process refrigeration units, air conditioning units, or motor vehicle air conditioners must be performed using commercially available refrigerant recovery/recycling equipment, operated by trained personnel. Class I, or Class II ODS, HFC, and PFC refrigerant shall not be intentionally released in the course of maintaining, servicing, repairing, or disposing of equipment.

If the new equipment contains more than 50 lbs of refrigerant, refrigerant usage, repair must be tracked through a form developed by the CFAY Environmental Department. For further ODS guidance contact 046-816-3597.

3.15.1 Tags for Cylinders

Each cylinder shall have in it no more than one type of ODS. All cylinders shall have a tag with the following information:

- a. Branch of Service
- b. Name of ODS
- c. NSN (National Stock Number)
- d. Pounds of ODS Contained in Cylinder

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- e. Activity Name and UIC (Unit Identification Code)
- f. Activity Point of Contact and Phone Number

(Example)

BRANCH OF SERVICE: NAVY
 NAME OF ODS: R-11
 NSN: 6830-01-376-8397
 POUNDS OF ODS CONTAINED IN CYLINDER: 46 lbs
 SHIPPING ACTIVITY NAME AND UIC: NAVFAC FE
 POC AND PHONE #: M.K. TADA (DSN) 243-9999

Tags shall be attached on the body of cylinder, and on the inside surface of the cylinder cap.

3.15.2 Halon Fire Extinguishing Equipment

Remove fire-extinguishing equipment without releasing Halons to the atmosphere. All Halon, used in fire protection system to be removed in this contract, shall be property of the Government. The Contractor shall return the Halon to the Government (DLA) with the container (cylinder) furnished by the Government (DLA) as recommended by the Halon fire protection system manufacturer. Removal of Halon shall be done by a company, which is registered as the refrigerant gas handler by the prefectural local Government.

- g. Place recovered ODS in cylinders meeting the recommendation of the fire extinguishing system manufacturer suitable for the type ODS (filled to no more than 80 percent capacity) and provide appropriate labeling.

3.16 ABOVEGROUND STORAGE TANK(AST) AND CONTAINERS AND UNDERGROUND STORAGE TANK(UST)

Manage all petroleum, oils and lubricants on site in accordance with the JEGS. Conduct the fueling and lubrication of equipment and motor vehicles in a manner that protects against spills and evaporation. Determine if any used oil generated while on-site exhibits a characteristic of hazardous waste. Used oil containing solvents or hazardous waste will be considered a hazardous waste as defined by Japanese laws and local Government regulations.

3.16.1 Site Protection

Ensure that spill prevention measures are in place all the time. The Contractor shall ensure that appropriate and compatible spill kits are readily available at the work site.

3.16.2 POL Storage Container(s)

POL storage containers that are larger than 55 gallons must be provided with secondary containment system (e.g., dike) capable of holding the entire contents of the largest single tank plus sufficient freeboard to allow for precipitation and expansion of product.

Note: POL storage containers that are equipped with adequate technical spill and leak prevention options (such as overflow alarms and flow shutoff or restrictor devices) may provide secondary containment by use of a double wall container. Below ground storage containers may meet this criterion by use of a leak barrier with a leak detection pipe and basin.

3.16.3 POL Storage Tank(s)/Pipeline Design

POL storage tanks should be designed and installed with the following unless otherwise approved by the CFAY PWD Environmental Tank Manager:

- Modern double-walled vaulted tank

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- Overfill protection systems with related alarms/cutoff switches
- Spill containment basins at fill ports
- Wrapped double-walled piping (with cathodic protection if steel)
- Proper signage as specified in JEGS Chapter 9.

3.16.4 Signage of POL Storage Tanks

POL storage tanks shall have a sign larger than 0.3 meters wide and 0.6 meters long (approx. 12 in by 24 in), or be clearly visible from 16 meters (approx. 50 ft). The sign shall contain the following information in English and Japanese:

- Identification number
- Maximum storage capacity
- Title and telephone number of the point of contact
- Warning in red letters, "DANGER: NO FLAMMABLE OR IGNITION SOURCES WITHIN 50 FEET OR 16 METERS"

Consult with the CFAY PWD Environmental Tank Manager at 046-816-9506 for further guidance. A template sign is available upon request.

3.16.5 Integrity Testing on Buried Piping

Buried piping associated with POL storage containers shall be tested for integrity and leaks at the time of installation, modification, construction, relocation, or replacement.

3.16.6 Corrosion Control on Buried Piping

Apply a corrosion protection system to buried piping associated with completely and partially buried metallic POL storage tanks

3.16.7 POL Storage Container Wastes

POL container cleaning wastes frequently have hazardous characteristics and must be handled and disposed as hazardous waste. The following POL container wastes must be disposed of as hazardous waste, unless sampling and testing confirm that the waste does not exhibit hazardous waste characteristics.

- a. POL container cleaning wastes (sludge and washwaters)
- b. POL container bottom waters/wastes

3.16.8 POL Storage Container Removal/Replacement

Prior to the commencement of work to remove/replace them, a POL storage container and its pipelines shall be cleaned, and all cleaning wastes including sludge shall be disposed of appropriately. The tank closure report that discusses the flow of work shall be prepared. Consult with CFAY Environmental Tank Manager through the Contracting Officer at 243-9578 for further guidance.

3.16.9 Underground Storage Tank (UST) Installation

All POL UST systems shall be outfitted with:

- a. Corrosion protection system, unless constructed of fiberglass or other non-corrosive materials
- b. Spill/Overfill prevention equipment, except where transfers are made in the amounts of 95 liters (25 gallons) or less. Overfill prevention shall be provided by one of the following methods:
 - (1) Automatic shut-off device (set at 95% of tank capacity)
 - (2) High level alarm (set at 90% of tank capacity)

Note: Where spill and overfill protection are required, a spill containment box shall be installed around the fill pipe.

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c. Leak detection system, utilizing at least one of the following leak detection methods:

- (1) Automatic tank gauging with tightness test mode
- (2) Vapor monitoring
- (3) Groundwater monitoring
- (4) Interstitial monitoring

3.16.10 Change of Products Stored in USTs

When the product stored in a UST is changed, the UST must be emptied and cleaned by removing all liquid and accumulated sludge.

3.16.11 Signage of USTs

A UST fill pipe shall have a white sign board, larger than 0.3 meters wide and 0.6 meters long (approx. 12 in by 24 in), as necessary to be readily identified. The board shall contain the following information in black letters in English and Japanese:

- “Fill pipe for an Underground Storage Tank”
- Content identification
- Words in red letters, “DANGER: NO FLAMMABLE OR IGNITION SOURCES WITHIN 50 FEET OR 16 METERS”

Consult with the Tank Manager at 046-816-9578 for further guidance. A template sign is available upon request.

3.16.12 UST Removal/Replacement

Prior to the commencement of work to remove/replace them, a UST and its pipelines shall be cleaned, and all cleaning wastes including sludge shall be disposed of appropriately. The tank closure report that discusses the flow of work shall be prepared. Consult with CFAY Environmental Tank Manager at 243-9578 through the Contracting Officer for further guidance.

3.17 Polychlorinated Biphenyl (PCB)-free Items

The equipment or materials used to accomplish this contract shall not contain any detectable amount of PCB. For PCB analysis, the detection limit of analytical methods shall be less than 0.1 mg/kg and certified laboratories shall be used.

3.17.1 PCB-free Certification

Newly procured transformers or equipment containing dielectric or hydraulic fluid, hereafter meaning industrial equipment (heavy electrical equipment) and lighting ballasts, shall be accompanied by a manufacturer's certification stating that the transformer/equipment/ballast contains no detectable PCBs (equal to or less than 0.5 mg/kg PCB) at the time of shipment. A copy of the certification shall be provided to CFAY PWD Environmental.

3.17.2 PCB-free Marking/Labeling

Each newly procured industrial equipment and lighting ballast that do not contain detectable PCBs shall have permanent marking/labeling affixed stating they are PCB-free (no detectable PCBs). Marking/labeling shall be placed in a position on the exterior of the transformer or equipment so that the marking/labeling can be easily visible to any persons inspecting or servicing the marked items.

The marking/labeling shall meet the following criteria:

- A rectangle of 8.75 cm by 12.5 cm (3.5 inches by 5 inches). If the industrial equipment and lighting ballast are too small to accommodate this size, the mark may be reduced in proper size proportionately down to a minimum of 1.75 cm by 2.5 cm (0.7 inches by 1 inches). Approval from CFAY PWD Environmental is required.
- Black letters and striping on a white background.

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- Arial or similar font for English and Gothic or similar for Japanese.
- Durability and readability equal to or exceed the life (including storage for disposal) of the industrial equipment and lighting ballast.

A sample marking/labeling design can be obtained by contacting the CFAY PWD Environmental Office.

3.18 EXCAVATION/DISRUPTION TO THE SOIL

3.18.1 Contaminated Soil Disposal

Per CNFJ “Contaminated Soil Excavation and Management Policy, soil generated from the excavation may be backfilled in to the original spot where the soil comes from. Soil testing is not required when all the excavated soil is backfilled in the original location even if the soil in the area is suspected to be contaminated. Excavated soil shall not be moved to other locations/off-base without testing. Excess contaminated or suspected soil to dispose of or recycled shall be tested by a certified laboratory and properly disposed of /or recycled through permitted off-base facilities in accordance with JEGS and Japan Soil Contamination Countermeasure Law. A legible copy of soil testing results, disposal manifests and other disposal documents shall be submitted to the CFAY Soil Manager. During the temporary storing of excavated soil until off base disposal or backfill, the excavated soil shall be covered with vinyl sheets to prevent the soil from run-off by rain, and labeled indicating the “Project Name”, “Contract Number”, “Contractor’s Name”, and “Contact number of POC”. The label shall be fastened to the vinyl sheet. For further soil disposal guidance contact CFAY PWD Environmental at 243-5180 /3814.

Excavated soil shall not be mixed and shall be segregated from other material. Rocks, concrete waste, and other material shall not be separated from contaminated soil in the process of loading or transporting. Soil excavated from different locations shall be segregated based on the waste characteristics to prevent mixing. However, this requirement shall not apply when the contaminated soil is processed in a facility that is capable of treating soils with different waste characteristics. Contaminated soil shall not be unloaded except at an appropriate contaminated soil processing facility.

3.18.2 Soil Sampling Plan

If excess soil will be off base disposal or put it back to different locations submit soil sampling plan. Plan must describe sampling methods, maximum depth of excavation, sampling equipment and container, number of samples to be tested, sample volumes (minimum quantity required per container), preservation techniques, holding times and chain of custody (COC) to PRY4 CFAY ENV Soil Program Manager (046-816-5180) prior to sampling. Excess soil from the excavation shall be properly disposed of off-base disposal facilities that have been licensed by the appropriate Government of Japan (GOJ) authorities in accordance with JEGS.

3.19 DREDGING AND SEDIMENT

Suspected contaminated dredged sediment (unnatural discoloration, fuel odors, etc.) shall be presumed to be hazardous and shall be sampled for hazardous waste characteristics. Contact the CFAY PWD Environmental Department 046-816-5180/3814 through the Contracting Officer for sampling assistance and guidance. The Contractor shall submit a sampling plan in the Environmental Protection Plan to the CFAY PWD Environmental Department (046-816-5180/3814) through the Contracting Officer for review and approval prior to sampling and the start of work. The Contractor shall conduct the sample collection and soil testing work using a qualified entity that will collect representative samples, and have them tested by an accredited laboratory in accordance with the Coastal Defense Law; “Act for the Prevention of Marine Pollution and Maritime Disasters, (Japanese Environmental Agency, Apr 2007 revised)”. A legible copy of the test results shall be forwarded to the CFAY PWD Environmental Soil Manager through the Contracting Officer for a determination for disposal.

The Contractor shall safely see transport and dispose of dredged materials to the treatment plant in compliance with JEGS and the Japanese Government regulations (Coastal Defense Law; “Act for the Prevention of Marine Pollution and Maritime Disasters”) and regulations of Japanese local port and harbor governing authorities. After testing for cement recycling or other diversion methods, seek possible alternatives; heat-treatment, chemical treatment, soil washing, and solidification. Upon processing of treatments for the dredged materials, the soil that

ENVIRONMENTAL PROTECTION

cannot be recycled/reused shall be properly disposed through a permitted off-base certified specially controlled landfill facility (Kanri-gata shobunnjo) by Kanagawa prefecture and other related prefectures. Maintain the plant, scows, barges, and associated equipment to meet the requirements of the operation. Submit disposal manifests to the CFAY PWD Environmental Division through the Contracting Officer.

Any contaminated dredged material may undergo HW treatment technologies as listed in JEGS to reduce the volume or hazardous characteristics of wastes of Chapter 6, Section 6-3.10.g. Technologies shall not be implemented without approval by CFAY Environmental. Contact 046-816-5180/3814 for further dredged soil guidance.

3.20 DUST CONTROL

Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power sweeping is not permitted. Instead, use vacuuming, wet mopping, or wet sweeping. If using wet methods, ensure that dust, sediment and debris do not enter storm drains or waterways. Air blowing will be permitted only for cleaning non-particulate debris such as steel reinforcing bars. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not shake bags of cement, concrete mortar, or plaster unnecessarily.

Use barriers, dykes dams, caps or plugs to prevent sediment, leaves, runoff and construction debris from entering storm drains and/or clean up and dispose of the debris after the work is completed.

3.21 IONIZATION SMOKE DETECTORS AND TRITIUM EXIT SIGNS

3.21.1 Material Bagging

Remove existing ionization smoke detectors and tritium exit signs and place like types together; i.e. same manufacturer and model number, in a plastic bag. Provide a label on the bag with the following data:

Manufacturer: _____	Activity: _____
Model No.: _____	Contract No.: _____
Isotope/Quantity (if known): _____	

3.21.2 Material Storage

Do not open smoke detectors due to small amount radioactive (Americium 241). Place them in plastic bags then store them in 55-gallon covered drum(s). Contact FISC at 046-816-9752 for further disposal guidance. Do not seal the drum(s). Provide a label entitled "RADIOACTIVE" and storage inventory form applied to exterior surface of the cover and side of the drum(s). Provide a record copy, with the following data on above example, for each drum storage inventory to the Contracting Officer.

3.21.3 Storage Site and Disposal for U.S Products

Deliver drums to designated facility for storage and disposal of U.S made [ionization smoke detectors] [and tritium exit signs] as directed by the Contracting Officer.

3.21.4 Storage and Disposal for Japanese Products

The Contractor will be responsible for storage of Japanese ionization smoke detectors and deliver to each manufacturer in accordance with Japanese law, "*Houshasei Douigenso Tou Ni Yoru Houshasen Shougai Boushi Ni Kannsuru Hourishu*". If unable to identify the manufacturer, the detectors may be sent to the Japan Radioisotope Association.

3.22 UNEXPECTED MATERIALS

ENVIRONMENTAL PROTECTION

When the Contractor encounters an unexpected/unknown material during contract work operations (i.e. construction or excavation operations), the Contractor shall stop the work, secure the area to prevent access, and notify the Contracting Officer immediately. Then, the Government will take a prompt action such as sampling and analysis to identify/determine the unexpected/unknown material. The Government will provide the direction to the Contractor upon determination of the material and additional guidance as appropriate. The Government will determine if it is hazardous waste within 35 calendar days through sampling or other means. If the material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If the material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.23 INDEPENDENT TESTING LABORATORY

When the Contractor is required to perform sampling, the Contractor shall identify the independent testing accredited laboratory selected to perform the sample analyses and report the results. The testing laboratory shall be completely independent from the Contractor. Written verification of the following criteria, signed by the testing laboratory principal and the Contractor shall be submitted.

For asbestos disposal, Polarized Light Microscopy shall be used. The samples shall be tested at an independent laboratory accredited as part of the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP).

For hazardous wastes a Japanese or U.S. accredited lab may be used as long as they are capable of performing required analysis, (TCLP, BTEX, etc.).

3.24 PESTICIDE MANAGEMENT

3.24.1 Approval of Pest Management Consultant (PMC)

If a pest control is required with the contract, the Contractor shall obtain the approval of the PMC for any pesticides that are required for performance. In order to obtain the approval, the Contractor shall submit the PMC through NAVFAC Online Pesticide Reporting System (NOPRS). The account and password for the NOPRS will be provided by the PMC for the Contractor.

3.24.2 Approval of Pest Management Consultant (PMC)

The Contractor shall submit to the COR a monthly NAVFAC Pest Management Records for each pest management operation, both chemical and nonchemical, i.e., pest survey and pesticide application through the NOPRS.

-- End of Section --

LOCATION MAP AND SITE MAP



Map of:
Yokosuka Area

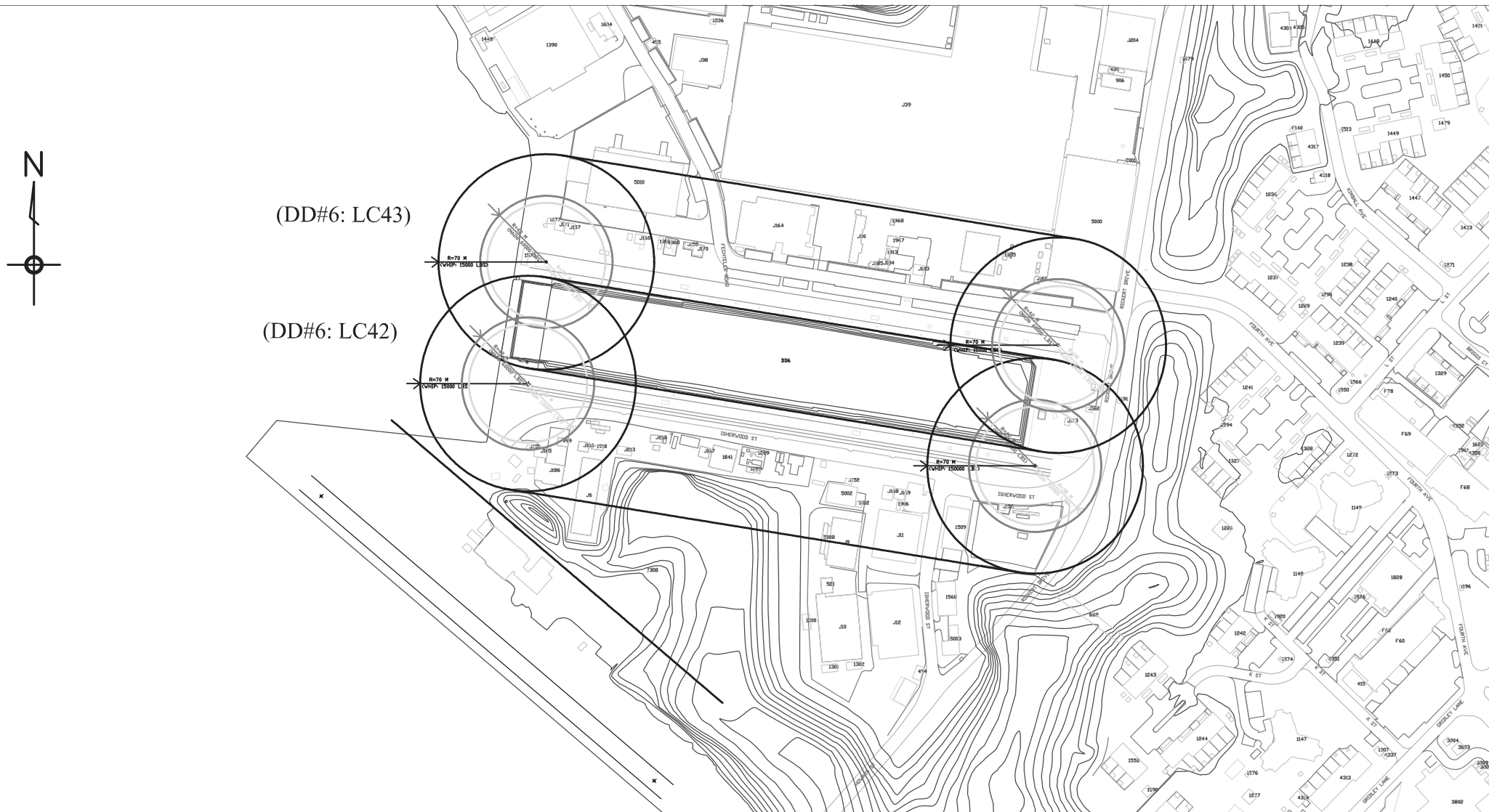
Prepared For:
Land Crane (LC43 & LC43) Rails at DD #6,
Conducting Ultrasonic Testing (UT)



NOT TO SCALE
FOR OFFICIAL USE ONLY

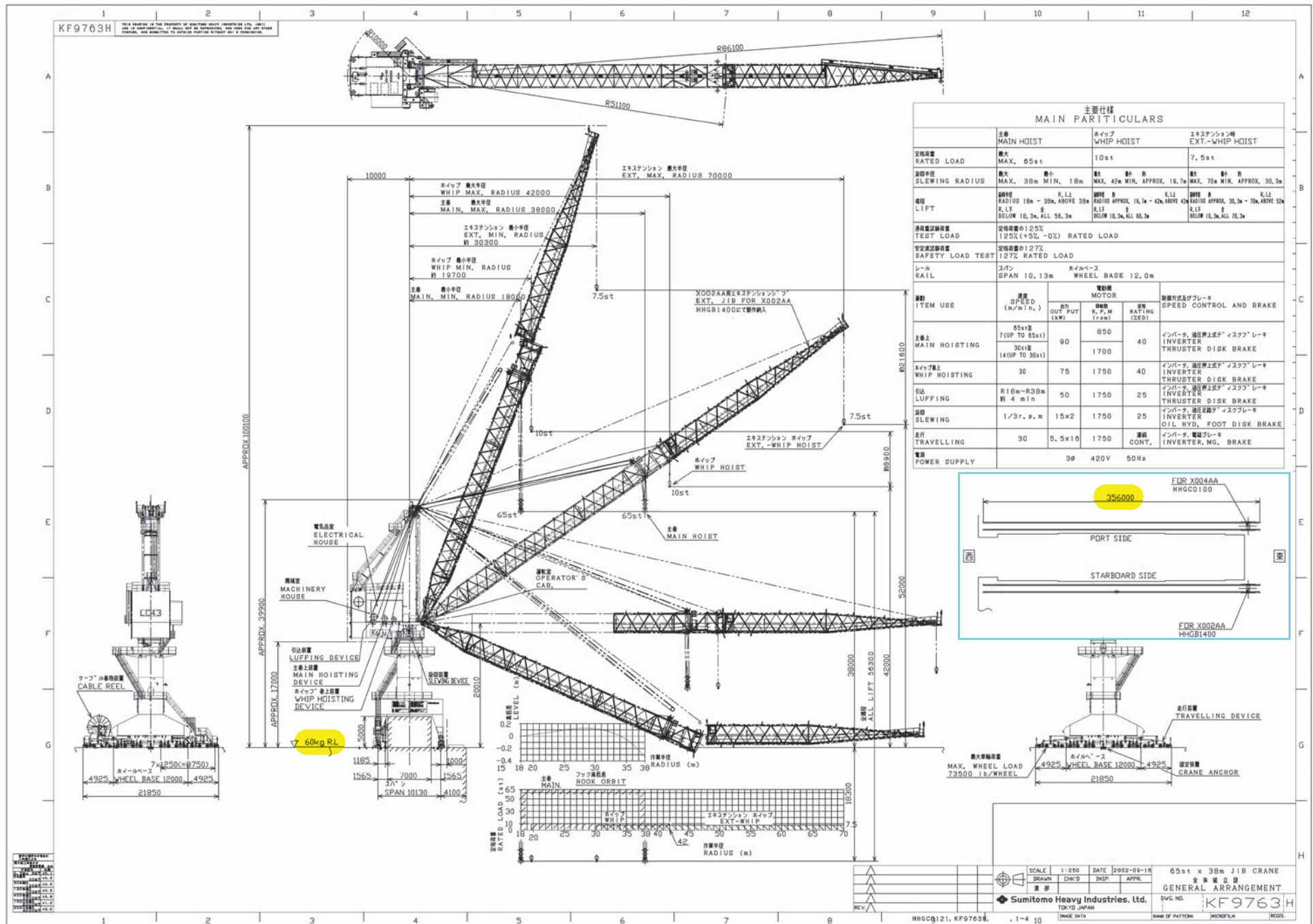
LOCATION MAP AND SITE MAP



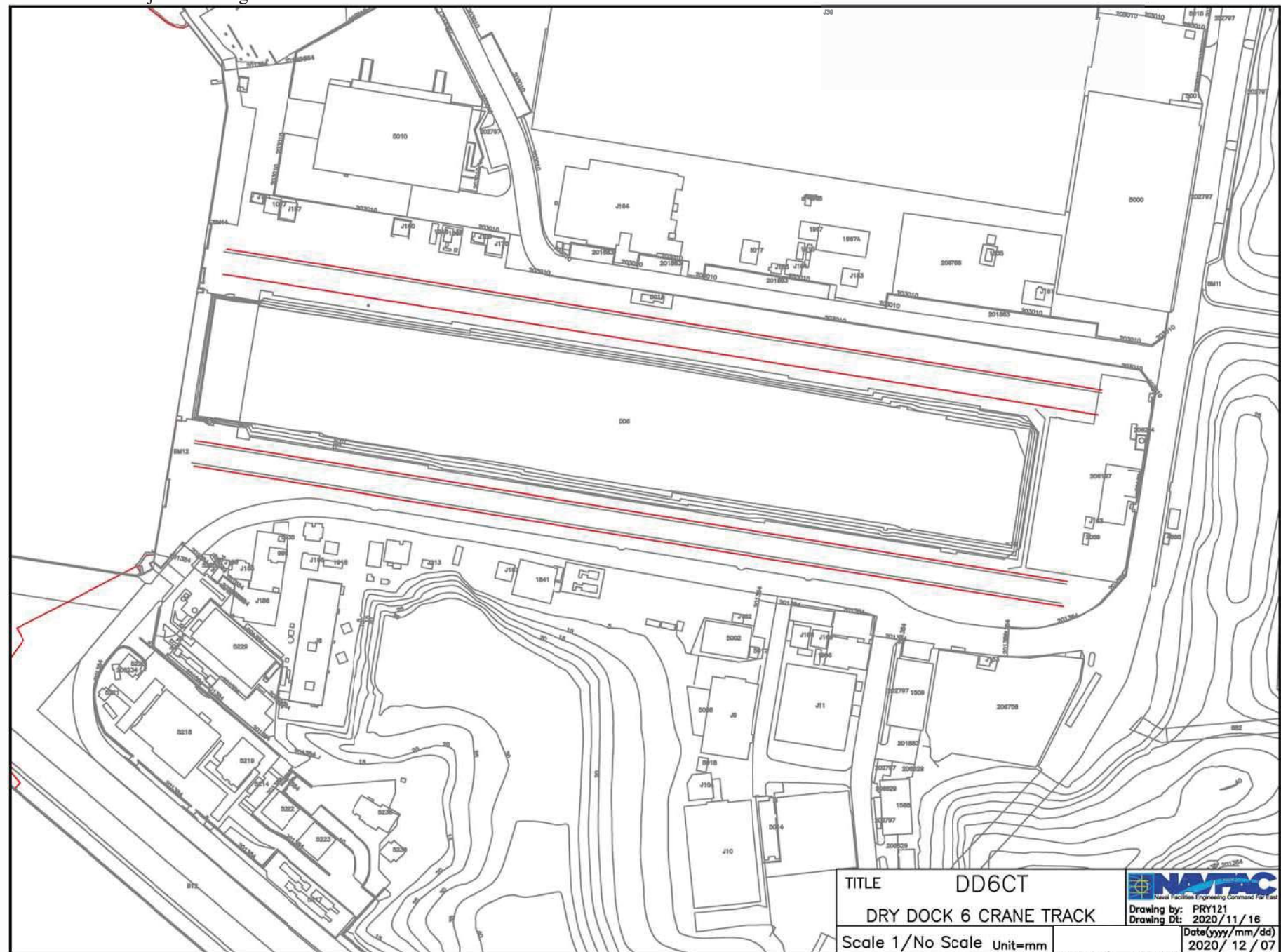
LOCATION MAP AND SITE MAP

REFERENCES AND TECHNICAL DOCUMENTS

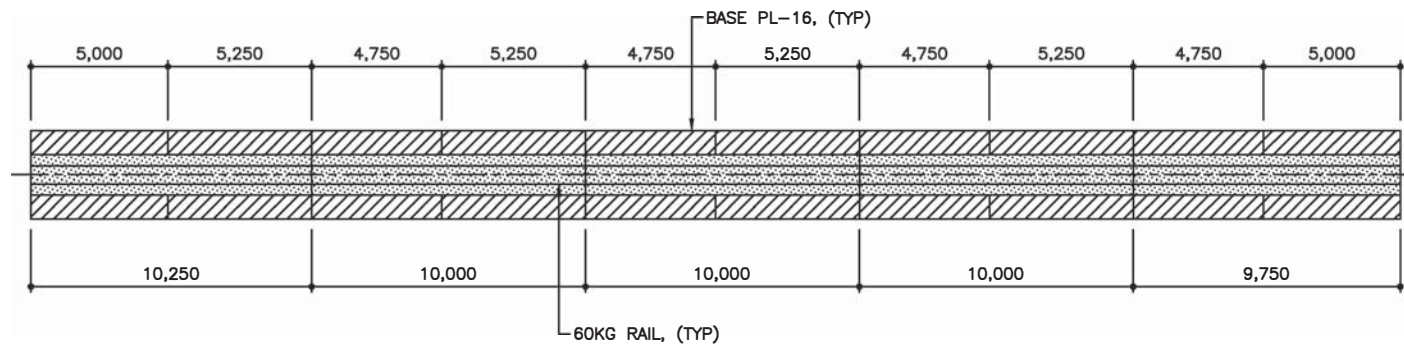
References / Specifications (LC42&LC43):
Historical data/drawings are subject to change.



* References: Subject to Change



* References: Subject to Change



REFERENCES AND TECHNICAL DOCUMENTS

Historical Data / As-built

* References: Subject to Change

GENERAL DESCRIPTION OF WORK:

- ① SAW CUT AND REMOVE EXISTING 60kg GAGE CRANE RAILS WITH ACCESSORIES FOR LAND CRANE "LC-42" AT STARBOARD OF DRY DOCK #6, AND PROVIDE NEW 60kg GAGE CRANE RAILS WITH ACCESSORIES AS SHOWN.
- ② WIDEN EXISTING HOLES OF FOUR RECEPTACLES FOR TYPHOON LOCK DEVICES TO SET EXISTING ANCHOR PLATE EASILY AS SHOWN. AND PROVIDE NEW GALVANIZED COATING ON EXISTING LOCK DEVICES. AND REINSTALL THEM AT THE SAME POSITION.
- ③ PROVIDE NEW DRAINAGE PIPES AS SHOWN.
- ④ PROVIDE NEW ELECTRICAL GROUNDING SYSTEM FOR NEW RAILS AS SHOWN.

GENERAL NOTES:

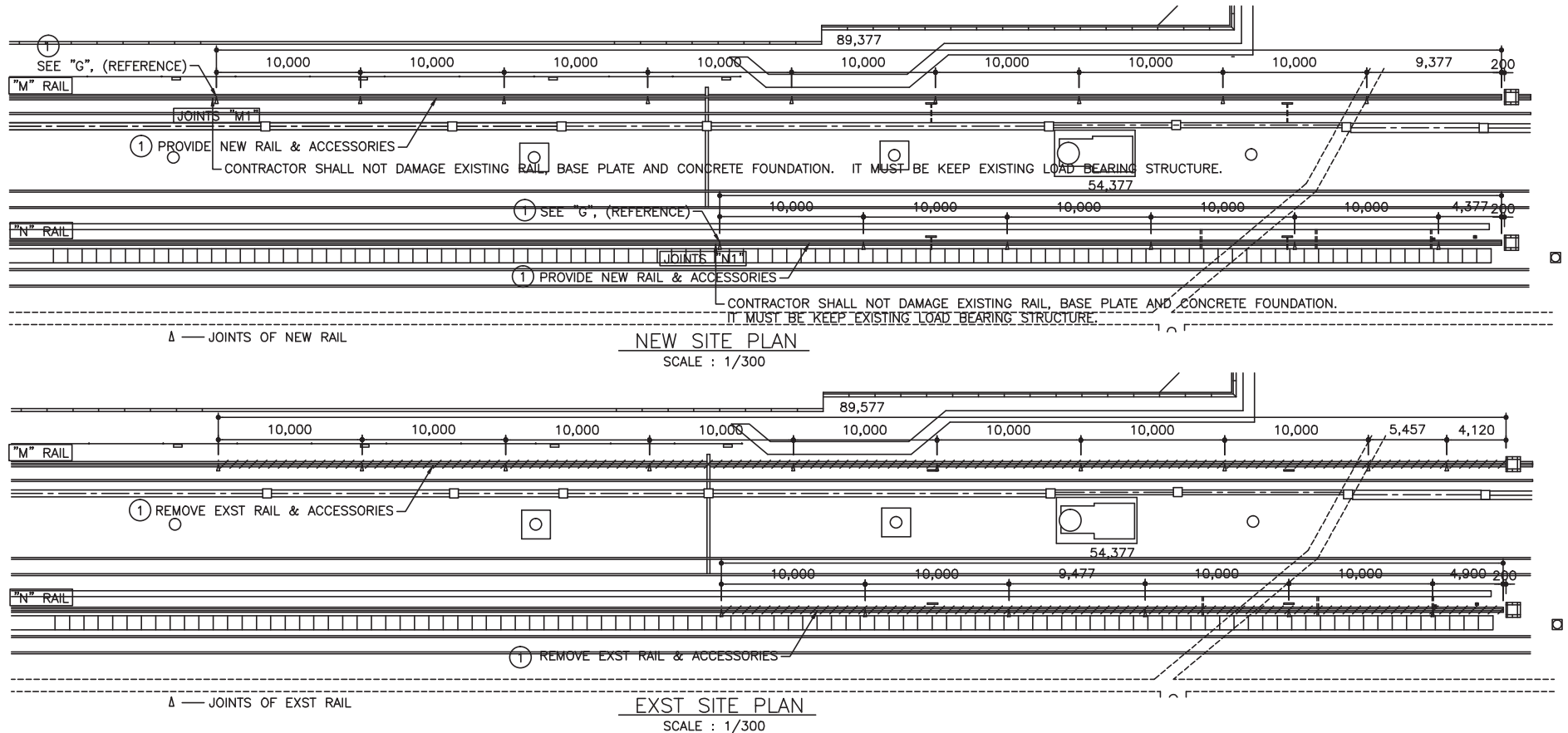
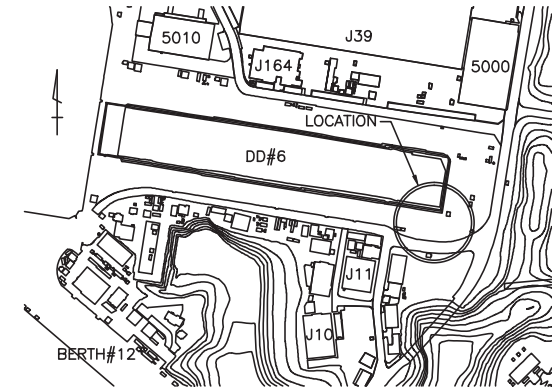
1. ALL WORK AND MATERIALS ARE NEW EXCEPT WHERE INDICATED AS EXISTING.
2. UNLESS OTHERWISE INDICATED, ALL EXISTING OBJECTS WHICH INTERFERE WITH NEW WORK SHALL BE REMOVED TEMPORARILY AND REINSTALLED UPON COMPLETION OF NEW WORK,
3. UNLESS OTHERWISE INDICATED SIZES AND DIMENSIONS ARE IN MILLIMETERS.
4. WHEN REMOVED THE EXISTING RAIL AND BASE PLATE, THE CONTRACTOR SHALL CONFIRM POSITION OF THE EXISTING ANCHOR BOLTS. IN THE CASE THAT THE DISTANCE BETWEEN EXISTING ANCHOR BOLTS AND NEW ANCHOR BOLTS IS CLOSE, THE CONTRACTOR SHALL CHANGE POSITION OF NEW ANCHOR BOLTS. DISTANCE OF BETWEEN THE EXISTING ANCHOR BOLT AND NEW ANCHOR BOLT SHALL BE 50mm MINIMUM.

ABBREVIATION:

CONC — CONCRETE
 EXST — EXISTING
 PAVE — PAVEMENT
 W/ — WITH
 OC — ON CENTER
 GALV — GALVANIZED

STL — STEEL
 TYP — TYPICAL
 PL — PLATE
 L — LENGTH
 THK — THICKNESS
 MIN — MINIMUM

LOCATION MAP:



DES: ARAKI (PRY 211)
 SHT. 1 OF 5
 WO #

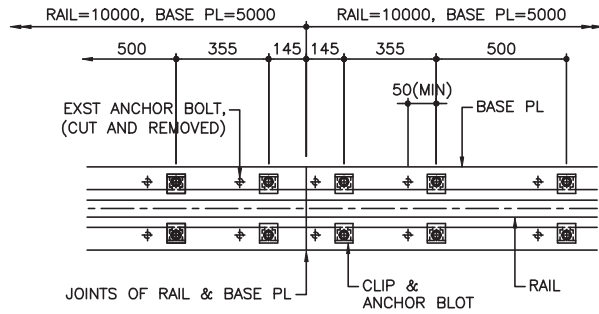
PWC DWG. NO.
 CONST. CONT. NO.

CFAY
 REPLACE DAMAGED CRANE RAIL FOR LC-42,
 DD6

REFERENCES AND TECHNICAL DOCUMENTS

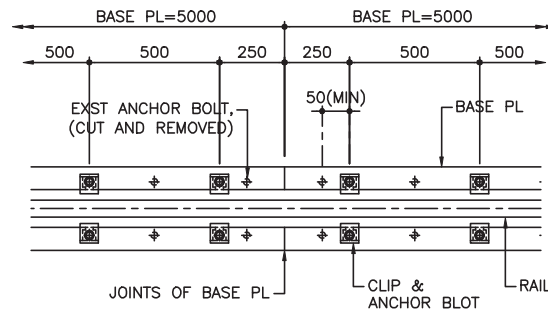
Historical Data / As-built

* References: Subject to Change



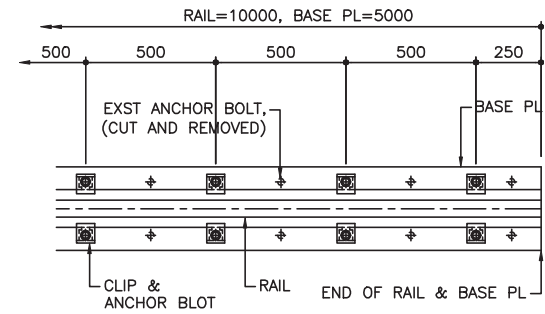
TYP PLAN (JOINTS OF RAIL & BASE PL)

SCALE : 1/20



TYP PLAN (JOINTS OF BASE PL)

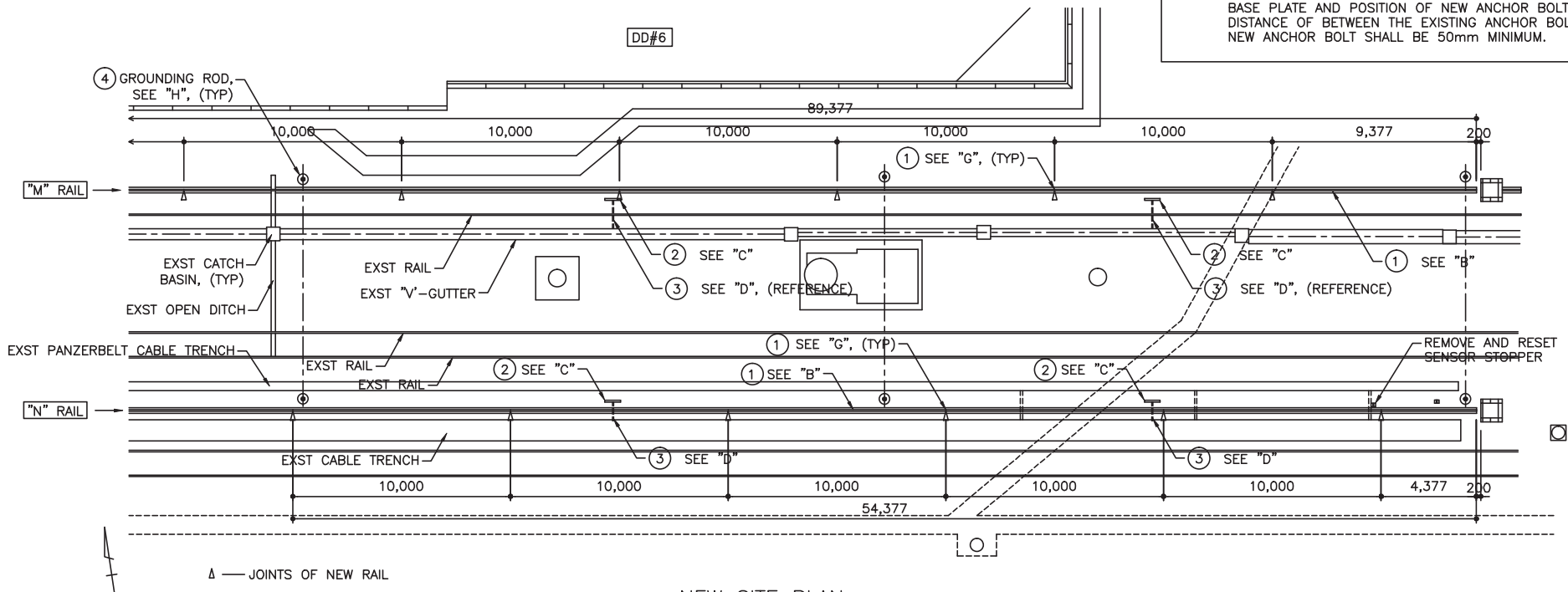
SCALE : 1/20



TYP PLAN (END OF RAIL & BASE PL)

SCALE : 1/20

NOTE: IN THE CASE THAT THE DISTANCE BETWEEN EXISTING ANCHOR BOLTS AND NEW ANCHOR BOLTS IS CLOSE, THE CONTRACTOR SHALL CHANGE LENGTH OF NEW RAIL & BASE PLATE AND POSITION OF NEW ANCHOR BOLTS. DISTANCE OF BETWEEN THE EXISTING ANCHOR BOLT AND NEW ANCHOR BOLT SHALL BE 50mm MINIMUM.



NEW SITE PLAN

SCALE : 1/200

DES: ARAKI (PRY 211)

SHT. 2 OF 5

WO #

DIV. NO.

NAVFAC DWG. NO. 17158272

CONST. CONT. NO.

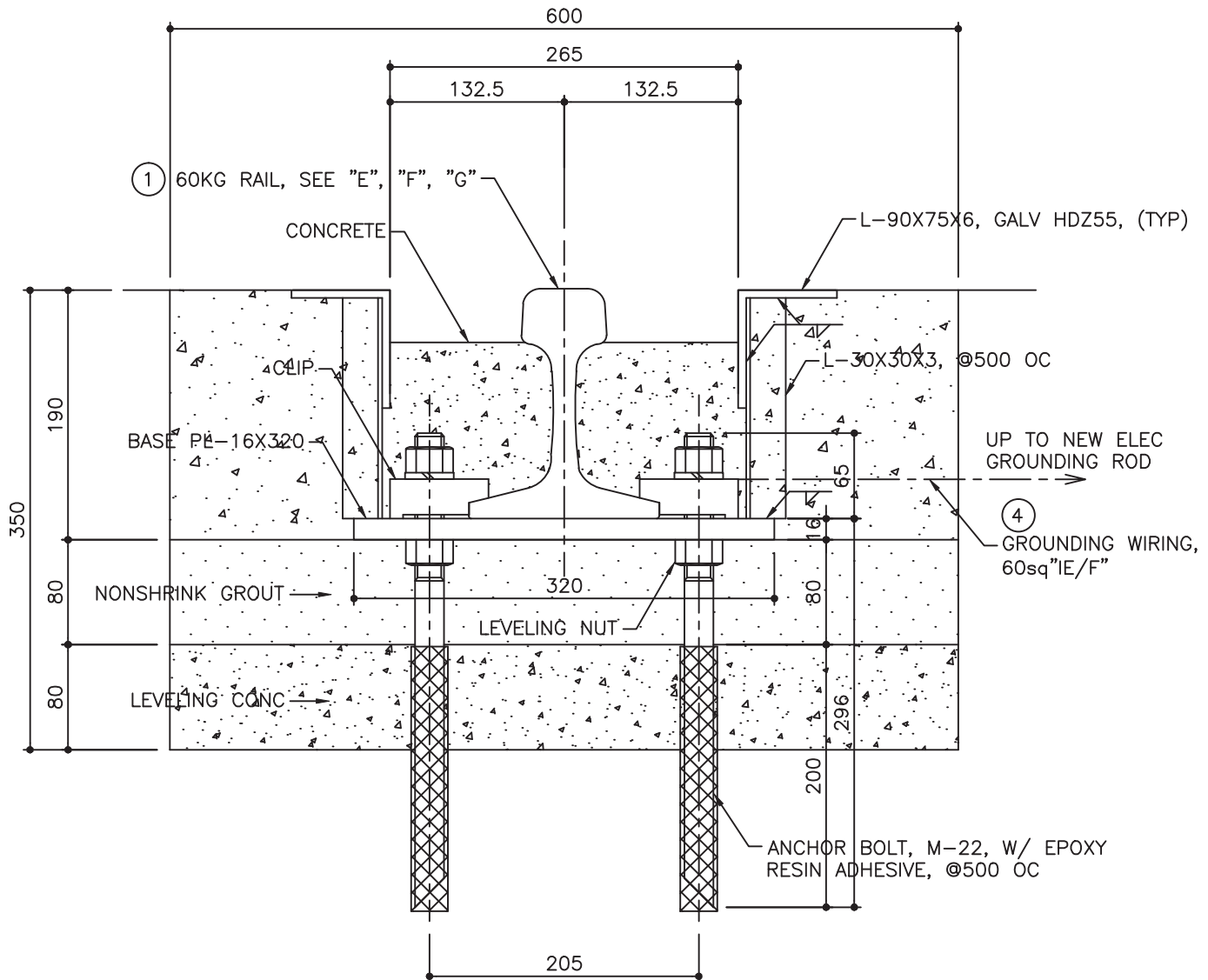
CFAY

REPLACE DAMAGED CRANE RAIL FOR LC-42, DD6

REFERENCES AND TECHNICAL DOCUMENTS

Historical Data / As-built

* References: Subject to Change



"B" : NEW TYP SECTION

SCALE : 1/5

CFAY

REPLACE DAMAGED CRANE RAIL FOR LC-42,

DD6

DES: ARAKI (PRY 211)

SHT. 3 OF 5

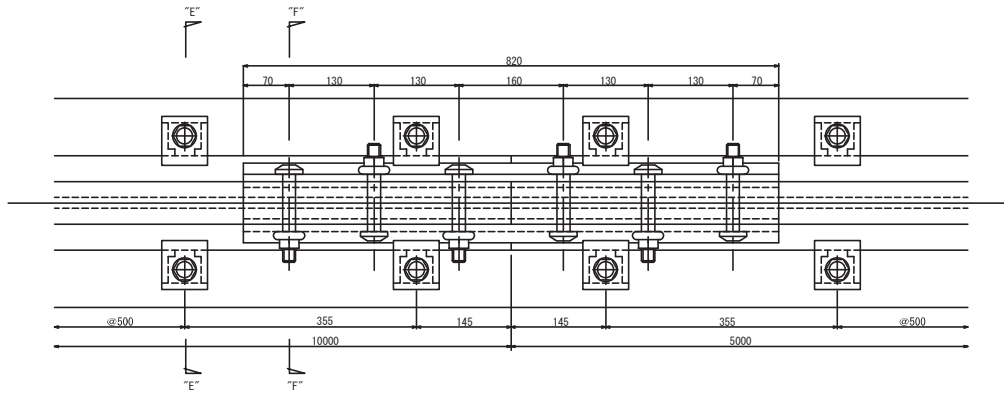
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NAVFAC DWG. NO. 17159273

CONST. CONT. NO.

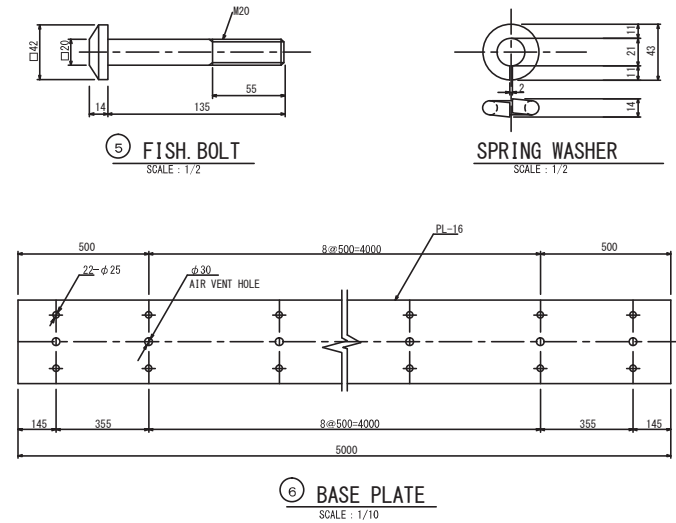
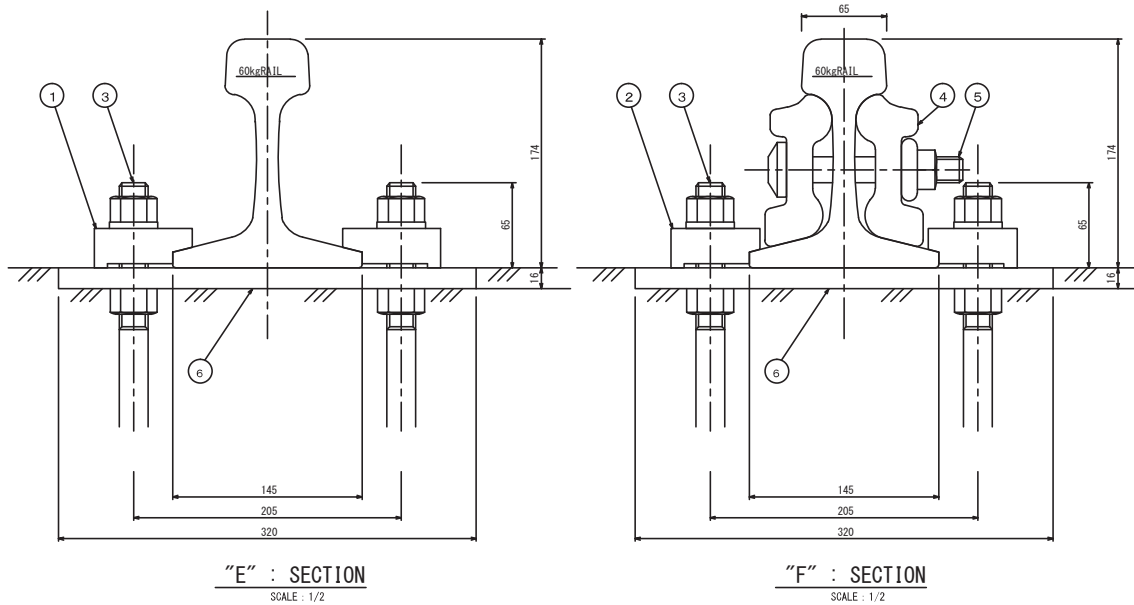
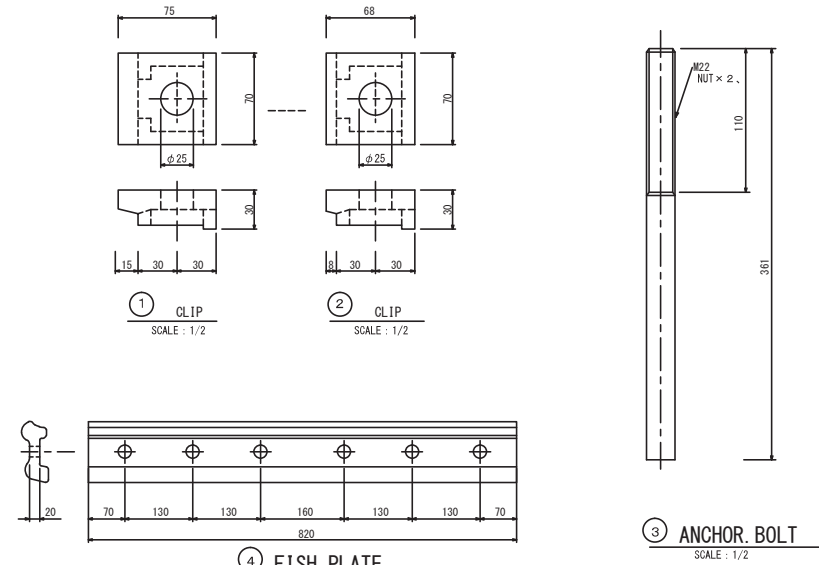
Historical Data / As-built

* References: Subject to Change



REGARDING JOINTS OF EXST BASE PLATE AT JOINTS "M1" & "N1"; IF THERE IS NO JOINTS OF EXST BASE PLATE AT JOINTS (M1 & N1) OF EXST RAIL, THE CONTRACTOR SHALL CUT AND REMOVE EXST BASE PLATE. EXST RAIL AND NEW RAIL SHALL BE CONNECTED WITH NEW FISH PLATE AND FISH BOLTS.

"G" : FASTENING PARTIAL PLAN



**PRE-QUOTATION INQUIRIES
FOR
N40084-21-T-0808
CONDUCT ULTRASONIC TESTING FOR THE LAND CRANE (LC43 & LC42) RAILS AT DD6, THE
U.S. COMMANDER FLEET ACTIVITY YOKOSUKA, JAPAN**

No.	Offeror	Date	Questions (Should include Specification Section or Drawing Reference)	Answers
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note: Submit this worksheet as an e-mail attachment.

Exemption from Japanese Customs Duties and Taxes
Pursuant to Status of Forces Agreement
(Aug 1987)

1. Paragraph 2, Article XI of the Status of Forces Agreement between Japanese and the United States, authorized the United States entry into Japan free from Japanese customs duties and other charges all materials, supplies and equipment imported for the official use of the United States Armed Forces or for the exclusive use of such forces or ultimately to be incorporated into articles or facilities used by such forces.
2. Paragraph 3, Article XII of said Status of Forces Agreement, authorizes the United States exemption from certain Japanese taxes for materials, supplies, equipment and services procured for official purpose in Japan by the United States Armed Forces or by authorized agencies of the United States Armed Forces. Currently, these taxes are: (a) Commodity tax; (b) Traveling tax; (c) Gasoline tax and local road tax on gasoline; (d) Diesel oil tax; (e) Electricity and gas taxes; (f) Liquefied petroleum gas tax.
3. If you are the successful offeror, the Contracting Officer or his authorized representative will issue customs or tax exemption certificates as appropriate, relieving you from such customs duties or taxes in accordance with procedures agreed upon between the Government of Japan and the United States of America. Tax exemption certificates for motor fuel will be issued only after consumption of the motor fuel, either at the end of each month or upon termination of the contract. These can be applied against future purchases of motor fuel. They will be issued only to you as the prime contractor, so if you employ a subcontractor or supplier who uses motor fuel, you must purchase the motor fuel to secure the exemption.
4. List below the customs duties or taxes which have been excluded from your proposal as required by the Taxes Clause.

<u>Custom Duty</u> <u>or Tax</u>	<u>Type of Commodity and</u> <u>Percentage of Tax</u>	<u>Amount of Duty of</u> <u>Tax Excluded</u> <u>in US Dollars</u>
-------------------------------------	--	---

Company Name: _____
N40084-

注 意

この入札に関連して次のいずれかに関与したら、合衆国の法律、規則等により違法になります。

不正手段による入札
値段の不正取り決め
共謀入札
入札の回し取り
謝礼をすること
リベートの授受

入札の値段の入札者や競争相手との協議、意志伝達又は同意によらず独自に見積もった値段でなければならない。

貴方の入札は開札前に他の入札者や競争相手に直接、間接見せてはいけない。

尚、貴方が他の会社に、あるいは他の会社が貴方に競争を制限する目的入札をする様に又は入札しない様にと説き勧めることは、これまた違法である。

全ての上記の行為は、合衆国の法律、規則等のもとでは不正な行為であり、禁じられている。

処罰は、合衆国政府機関の関連事業からの除外又は停止、契約の取り消し、そして支払い金の償還も含まれる。

もし貴方が他の会社から上記のいずれかの違法行為に関わりあうことになる様な申し込みをされたら、NAVFAC FAR EAST 電話 046-816-4092 まで御通報下さい。

21 DEC 89
Updated 26 OCT 09

NOTICE

UNITED STATES LAWS AND REGULATIONS PROHIBIT YOU FROM PARTICIPATING
IN ANY OF THE FOLLOWING CONCERNING THIS SOLICITATION:

BID RIGGING
PRICE FIXING
COLLUSIVE BIDDING
BID ROTATION
OFFERING GRATUITIES
OFFERING OR RECEIVING KICK-BACKS

THE PRICES IN YOUR OFFER MUST BE ARRIVED AT INDEPENDENTLY WITHOUT
ANY CONSULTATION, COMMUNICATION, OR AGREEMENT WITH ANY OTHER OFFEROR OR
COMPETITOR.

YOUR OFFER CANNOT BE DISCLOSED BY YOU DIRECTLY OR INDIRECTLY TO ANY
OTHER OFFEROR OR COMPETITOR BEFORE BID OPENING.

IT IS ALSO UNLAWFUL FOR YOU TO INDUCE ANY OTHER COMPANY TO, OR ALLOW
ANOTHER COMPANY TO INDUCE YOU TO SUBMIT OR NOT SUBMIT AN OFFER FOR THE
PURPOSE OF RESTRICTING COMPETITION.

ALL OF THE ABOVE ACTS ARE ACTS OF DISHONESTY UNDER UNITED STATES LAWS
AND REGULATIONS AND ARE FORBIDDEN.

PENALTIES COULD INCLUDE DEBARMENT OR SUSPENSION FROM DOING BUSINESS
WITH ANY UNITED STATES GOVERNMENT AGENCIES, CANCELLATION OF CONTRACTS
AND RECOUPMENT OF PRIOR MONIES PAID.

IF YOU ARE SOLICITED BY ANY OTHER BUSINESS TO DEAL WITH ANY OF THE
ABOVE ILLEGAL ACTS, PLEASE NOTIFY NAVFAC FAR EAST AT TELEPHONE NUMBER
046-816-4092.

Sample of Proper Identification for Guests

Must present one of the below listed official IDs to obtain One Day Guest Pass:



**Basic Resident
Registration Card
(Jumin Kihon Daicho
Card)**
Pictured Form Only



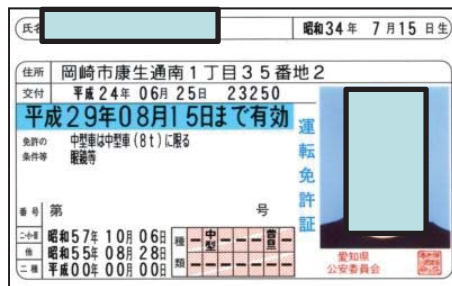
**My Number Card
(Kojin Bango Card)**
Pictured Form Only



**Japan/Foreign
Passport**
**Valid visa required for
non Japanese**



Resident Card
**Both visa and
expiration date
must be valid.**



Japanese Driver's License
**Must have place of birth
column. As for the current
form, see next page.**

- ID is not required for minors under 12 years old.
- 13~Under 18 years old students may substitute their school IDs. (either pictured, or not)
- School ID is acceptable for only Japanese
- Note: Must be escorted by their parent, or approved guardian after 1700 hrs.
- As for a Japanese driver's license, see next page.

**“Non Japanese
nationals must present
passport,
or Resident card.”**

Supplements for Japanese Driver's License

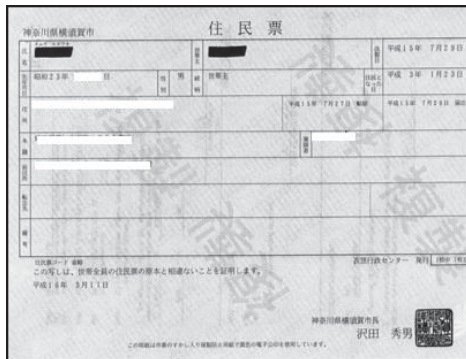


+

 One of five documents below

Japanese Driver's License

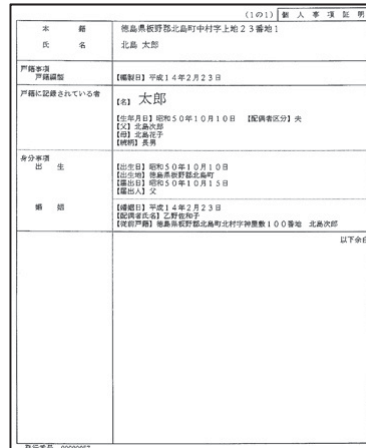
1



Address Certificate (Jumin-hyo) with Permanent Address (Honseki)

Obtain after the driver's license's issuance
Valid until expiration date of the driver's license

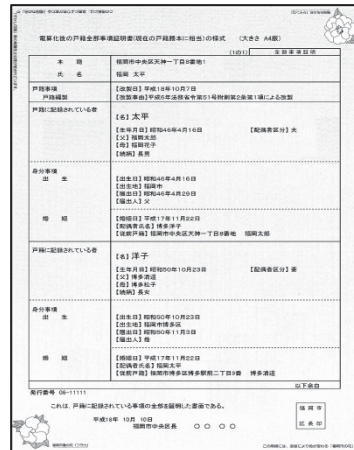
2



Koseki Kojin-Jiko Shomeisho

Obtain after the driver's license's issuance
Valid until expiration date of the driver's license

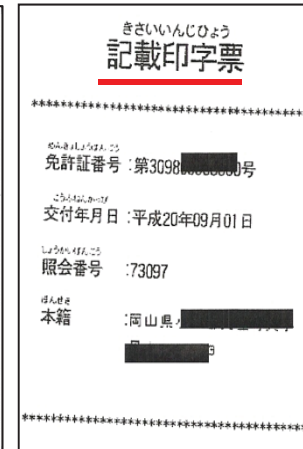
3



Koseki Zenbu-Jiko Shomeisho

Obtain after the driver's license's issuance
Valid until expiration date of the driver's license

4



Kisai Inji-hyo Record on Driver's License

Title must be
記載印字票

5



Honseki Kakunin Yoshi Record on Driver's License

Title must be
本籍確認用紙

My Number Card

Replacing with Basic Resident Registration Cards

- Do not make a copy of back side of the card (against Japanese law)
- Cards are issued to non Japanese. See sample below difference between tow cards.
- My number card is only valid for Japanese.

※個人番号カードイメージ



表面

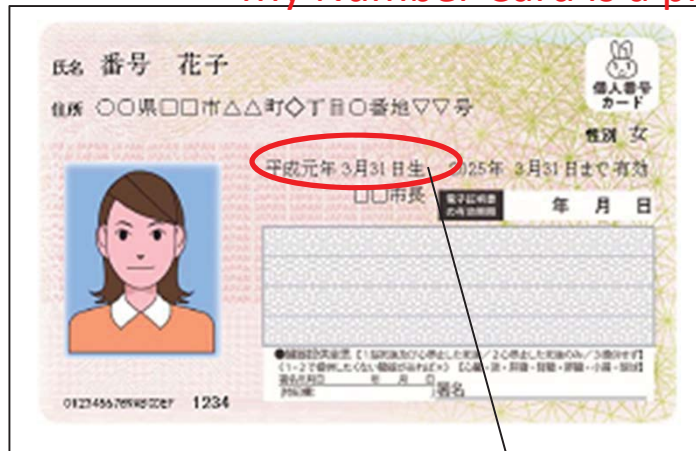
Front



裏面

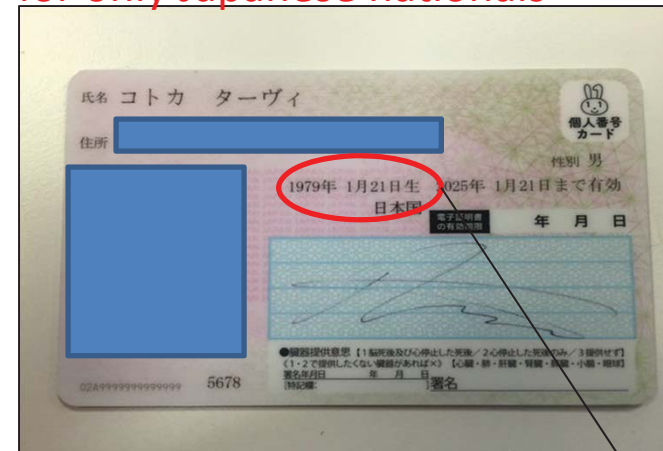
Back

My Number Card is a proper ID for only Japanese nationals



Japanese

DoB: Japanese Calendar



Non Japanese

DoB: Western Calendar