

Example of Facility Use Terms and Conditions Used for — Depot Maintenance PPP Agreements —

SUPPORT AGREEMENT -- ATTACHMENT I

11. GENERAL PROVISIONS (CONTINUED)

k. Purpose of Agreement. To establish provisions for *Installation* to support *PM Office* and their contractor, *Contractor*, located in Building *number* with shared space in Building *number*.

l. Installation Status Report Preparation. In accordance with *cite applicable Service regulation*, Titles 5, 10 and 31 of the United States Code, and the Government Performance and Results Act of 1993, tenant activities located on *Installation* property are required to complete and submit all supporting documentation for the preparation of the Installation Status Report. This is an annual report which provides insight into the ability of military installations to support readiness and to comply with section 373 of the Defense Authorization Act of 1999.

m. Real Property Modification/Alterations. If any alterations, modifications, or construction are required to the facilities or utility systems, the Receiver will submit complete plans and specifications to *Installation's* Directorate of Public Works (DPW) prior to initiation of any activities. All plans and specifications must be approved by the Supplier and comply with the Installation Design Guide, and applicable OSHA, environmental, security, and safety requirements. *Installation* will obtain necessary approvals through the chain of command or appropriate regulatory officials.

n. Relocation of Real Property. If a decision is made by *Installation* officials that the Receiver assigned space is needed for other *Installation* workload and the *Installation* therefore requires Receiver to relocate into other buildings, the logistics to accomplish the move and the cost thereof will be the responsibility of the Receiver. A requirement to relocate Receiver operations would be predicated only on a major defense decision by the Department of Defense, the Department of the *specify*, HQ *specify command*, or other Defense Component which would deem the Receiver operations to interfere, for any reason, with the performance of work by the *Installation* on other national defense manufacturing/re-manufacturing projects, assignments, contractual obligations or otherwise inhibit the overall efficiency of *Installation* operations. Should a decision be made by the Government requiring Receiver to relocate its operations to another assigned area of the *Installation*, the Government agrees to provide at least a ninety (90) day written notice of the required move.

o. Contract Clauses for Contractors Performing Work at Installation: When Receiver, or representative for the Receiver, awards a contract for work to be performed at *Installation*, the Receiver shall ensure that all *Installation* clauses for identification of contractor employees and local rules and regulations are included in their contracts. Current copies of the clauses may be obtained from the *Installation's* Directorate of Contracting, or requested through the Support Agreement Manager in block 5a of the DD Form 1144-E.

Example of Facility Use Terms and Conditions Used for — Depot Maintenance PPP Agreements —

p. Misuse Of Government Systems. This requirement applies to misuse of telephone systems, e-mail, and other information technology systems including the Internet for the visiting, viewing, transmitting, printing or mailing of sexually explicit materials or other misuse.

1) Any individual, firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity that enters into a contract directly with the *Installation* to furnish services, supplies, or both, including construction (prime or subcontractors), if applicable, are strictly prohibited from misusing Government equipment, telephone systems, e-mail and other systems including the Internet for visiting, viewing, transmitting, printing or mailing sexually explicit materials via the Internet web sites. Such use includes, but is not limited to, the use of the aforementioned communications systems to:

- (a) Create, download, store, copy, transmit, or broadcast chain letters;
- (b) Create, download, store, copy, transmit, or broadcast sexually explicit materials;
- (c) “Spam,” that is, to exploit list servers or similar broadcast systems for purposes beyond their intended scope to amplify the widespread distribution of unsolicited e-mail;
- (d) Send a “letter-bomb,” that is, to re-send the same e-mail message repeatedly to one or more recipients to interfere with the recipient's use of e-mail;
- (e) Broadcast unsubstantiated virus warnings from sources other than systems administrators; or
- (f) Broadcast e-mail messages to large groups of e-mail users (entire organizations) instead of targeting smaller populations.

2) Guidance for telephone calls while at a temporary duty location is reflected in the Joint Travel Regulations (JTR).

3) Abuse of DoD and *Service* telecommunications systems, to include telephone, e-mail systems, or the Internet, will be immediately brought to the attention of the perpetrating individual's (firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity) management and may result in their immediate dismissal (long or short term) from the *Installation's* facilities and/or some other disciplinary action or contract remedy.

4) When deemed appropriate the responsible individual, firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity entering into a contract directly with the *Installation* to furnish services, supplies, or both, including construction (prime or subcontractors) will fully reimburse/compensate the *Installation*

Example of Facility Use Terms and Conditions Used for — Depot Maintenance PPP Agreements —

for the time lost during the employee's illegal activities, for the use of the computer and telephone lines during the identified periods of misuse, and for such other consequential damages as may be appropriate.

5) The use of the *Installation's* telephone systems, e-mail and other systems (including the Internet) are limited to the conduct of official business or other authorized uses. Official business calls and e-mail messages are defined as those that are necessary in the interest of the Government (for example, calls and e-mail messages directly related to the conduct of DoD business or having an indirect impact on this depot's ability to conduct its business).

Example of Facility Use Terms and Conditions Used for — Depot Maintenance PPP Agreements —

SUPPORT AGREEMENT -- ATTACHMENT II: SPECIAL PROVISIONS

1. Real Property Assignment. Real property assigned to the *PM Office* for use by *Contractor* will be provided on a rent-free basis. This property is located in Building *number* with shared space in Building *number*. Total square footage of dedicated space in Building *number* is *specify*. See Attachment V – Drawings of Buildings *nn* and *nnn*.
2. Real Property Modification/Alterations.
 - a. The Receiver *PM Office*, utilizing *Contractor*, will be responsible for performing alterations, modifications, and construction to assigned facilities necessary for *Contractor's* support. Cost incurred for alterations, modifications and construction to assigned facilities will be borne by Receiver. Removal of equipment or fixtures (not necessary for *Contractor's* production), necessary actions to be taken to ensure proper storage (packing, etc.) of said equipment or fixtures, and movement of said equipment or fixtures to the designated warehouse will be accomplished by the Host *Installation* with the costs being borne by the Tenant (*Project Manager Name*).
 - b. Prior to initiation of any alterations, modifications and construction activities, Tenant will submit complete plans and specifications to *Installation's* Directorate of Public Works. All plans and specifications must be approved by the Host and comply with applicable OSHA, security and safety requirements. *Installation* will obtain necessary approvals through the chain of command.
 - c. All alterations, modifications and construction performed by the Receiver/Contractor to assigned facilities will become the property of the U. S. Government upon termination of applicable lease arrangements.
3. Real Property Maintenance.
 - a. The Host will perform the routine day-to-day maintenance of assigned facilities. Receiver will reimburse *Installation* based on square feet of assigned facilities.
 - b. Major repair or maintenance (e.g., building re-roofing, total interior/exterior system painting, and replacement of end items, such as heating and air conditioning systems) will be programmed, funded and accomplished by *Installation*. Receiver reimbursement to *Installation* will be based on a cost per square feet of assigned facilities.
 - c. Roads and grounds maintenance will be performed by *Installation*. Receiver will reimburse *Installation* based on population.
 - d. All work requests to *Installation* from Receiver will be integrated into the *Installation's* priority system. Receiver work requests will receive priority assignments in the same manner as comparable work requests from other depot elements.

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

4. Return of Assigned Real Property. At the termination, expiration or movement to a different site of this project, Receiver agrees to return the assigned real property and improvements therein to the Host in substantially the same condition, less ordinary wear and tear, as said property was in at the time of the original assignment. This will include the reinstallation of any equipment removed by Receiver as specified in paragraph 2a above.

5. Liability/Legal Responsibility Against Claims. *PM Office* will assure that their contract with *Contractor* agrees to hold harmless and indemnify the Government against the following in so far as they may result from the furnishing of the facility and equipment at *Installation*:

a. Claims (including reasonable expenses of litigation or settlement) by third parties (including employees of *Contractor*) for death, bodily injury (including sickness or disease) or loss of or damage to property resulting from *Contractor's* use of or operation of the facilities or equipment at *Installation*.

b. Loss of or damage to property of the government IAW FAR 52.245.8, Liability for Facilities. *PM Office* shall provide *Installation* proof of insurance for replacement value of \$_____ on the government-furnished property.

c. *PM Office* will insure that *Contractor* provides *Installation* proof of their insurance in the amounts prescribed by FAR 28.307.2, Liability, as follows:

Workers' Compensation and Employer's Liability	\$ 100,000
General Liability, Bodily Injury	\$ 500,000 per occurrence
Automobile Liability	\$ 200,000 per person
	\$ 500,000 per occurrence for bodily injury
	\$ 20,000 per occurrence for property damage

NOTE: Receiver/Contractor shall provide proof of insurance required in b. and c. above to *Installation* support agreement manager no later than 14 calendar days after receipt of signed support agreement. Notice of cancellation or change in insurance shall be given in accordance with FAR 52.245-8, Liability for Facilities.

d. Costs associated with any emission, spill, or release caused jointly or solely by *Contractor* or its subcontractors or agents while *Contractor* is utilizing a facility and/or equipment at *Installation*, including the cost of related fines or remedial actions necessary in accordance with the regulations of the State Department of Environmental Management and the U. S. Environmental Protection Agency. *Contractor* will not be responsible for pre-existing environmental conditions or problems. The determination of

Example of Facility Use Terms and Conditions Used for — Depot Maintenance PPP Agreements —

the pro-rata share from joint liability associated with any emission, spill or release caused by *Contractor* and *Installation* shall be determined through investigation and negotiation.

e. Cost associated with any safety violation committed solely by *Contractor* while utilizing a facility and equipment at *Installation*, including the costs of related remedial actions necessary in accordance with the regulations of OSHA, provided that such facility and/or equipment is otherwise in compliance with all Federal, State and local health and safety laws and regulations. *Contractor* will not be held responsible for OSHA fines relating to pre-existing conditions of the building such as presence of asbestos, etc.

6. Consequential Damages Resulting From Loss of Production Time. In the event *Installation* operations are interrupted and production downtime is experienced, and such is caused jointly or solely by *PM Office* or its contractors, subcontractors or agents while utilizing or occupying a facility and/or equipment at *Installation*, *PM Office* agrees to fully reimburse *Installation* for all consequential damages resulting from such lost production time. The amount of such consequential damages shall be computed using the current work center costing rates at the time of the incident. The determination of the pro-rata share from joint liability associated with production downtime shall be determined through investigation and negotiation.

7. Compliance with Installation Regulations/Requirements. *PM Office* will assure that their contract with *Contractor* provides that *Contractor's* employee(s) or subcontractor employee(s) needing access to *Installation* under this agreement will follow the local rules and regulations of *Installation*, which will be readily accessible to the contractor, and which include the requirement to obtain identification badges, fire prevention and protection, safety requirements, environmental compliance, insurance requirements and traffic rules. Violations of the local rules will be grounds for immediate suspension of an individual from access to *Installation*.

8. Safety and Accident Prevention. *PM Office* will assure that their contract with *Contractor* provides that *Contractor* comply with the applicable provisions of *Installation's* applicable specific regulation and 29 CFR 1910, as well as other safety requirements (copies are filed in the *Installation's* Safety Office); and that *Contractor* provides *Installation* with its Safety Accident Prevention Plan.

9. The POCs in Blocks 5a and 6a of the DD Form 1144-E are responsible for staffing the agreement, providing interpretation of policies, assuring conformance with the terms of the agreement and effecting across-the-board coordination with respect thereto.

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

SUPPORT AGREEMENT -- ATTACHMENT III: SPECIFIC PROVISIONS

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
Command Element Public Affairs	Provide informative publication such as Depot newspaper. Coordinate matters of mutual concern with Receiver prior to release of information/news to media.	Coordinate matters of mutual concern with Supplier prior to release of information/news to media.
Protocol Service	Provide limited protocol support for dignitaries, general officers and high-level government officials on an as requested basis.	
Disaster Preparedness	Include Receiver in Host Disaster Preparedness Warning Programs for severe weather, tornadoes, enemy attacks. etc.	Comply with guidance and procedures relating to disaster warnings.
Environmental Program and Compliance	<p>The <i>Organization Name</i> shall function as the point of coordination and approval authority for environmental compliance.</p> <p>Provide all on-depot environmental program management to insure compliance with all State and Federal environmental or hazardous material laws and regulations to Receiver on the same basis as provided to <i>Installation's</i> organizations.</p> <p>Provide technical assistance to Receiver for above programs.</p>	<p>Comply will all applicable federal, state, local laws, permit conditions, and Supplier-provided guidance.</p> <p>Identify POC for environmental matters. Provide necessary input to Supplier and comply with environmental programs and reports.</p>

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
	<p>Include Receiver in program management for Pollution Prevention Plan, Emergency Planning and Community Right-to-Know Act (EPCRA), Toxic Release Inventory (TRI), Storm Water Program, Clean Air Act and National Pollution Discharge Elimination System Permit (NPDES).</p>	
	<p>Supplier will provide quarterly Environmental Program and Compliance inspections.</p>	<p>Receiver shall immediately correct deficiencies identified in Supplier inspections.</p>
	<p>Administer O&M contracts for pollution prevention equipment.</p>	
	<p>Notify Receiver of any notice of violation (NOV) or discrepancies that are received from Federal, State or local agencies. Forward copies of reports to Receiver.</p>	<p>Fund for all environmental costs, including fees, fines and penalties, incurred as a result of contractor non-compliance with environmental regulations.</p>
	<p>Include Receiver in Supplier environment pollution control program.</p>	<p>Immediately correct deficiencies.</p> <p>Provide input for and comply with Supplier's environmental programs and reports.</p>
Training	<p>Maintain a current listing of Receiver employees, Hazwoper training level required, and date of last training.</p> <p>Assist Receiver in identifying Hazwoper training level required for personnel</p>	<p>Provide updates to listing as requested by Supplier.</p>

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
	Provide annual refresher training for Hazwoper Level A, RCRA, Hazcom, Radiation, and OSHA driven training on the facility's LAN or on tape at no additional cost.	Ensure that personnel attend training
	Provide eight (8) hour Hazwoper Operations and Technician Level Refresher courses as required/requested.	Reimburse Supplier for actual cost for Hazwoper Operations and Technician Level training provided. When Receiver receives non-Supplier training, Receiver shall provide written statement as to level of training, date training received, training source, and course content.
Environmental Clean-Up	Provide hazardous material (HM) spill assistance for emergency spills inside and outside Receiver assigned facility. An emergency spill is where a hazardous material is spilled which has the potential to enter any drain or sewer; spills of any flammable or combustible materials that pose a safety, fire or explosion hazard; spills of any chemical that pose a personnel exposure hazard and spills that are beyond the capability of the immediate personnel, to be determined jointly by Receiver and <i>Installation's</i> Hazmat Team.	Comply with <i>Installation</i> guidelines for providing support. Perform minor spill cleanup inside and outside Receiver assigned facility. Minor spills are spills of routine work area chemicals which can be contained and cleaned up by immediate work area employees wearing work level Personal Protective Equipment (PPE) attire and using common cleanup equipment. Reimburse for actual cost associated with <i>Installation</i> cleanup of Receiver's spills and associated remediation of contamination.

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
	Supplier shall include Receiver in the facility Spill Prevention, Control and Countermeasure Plan based upon Supplier’s basic spill plan.	Provide input for site specific conditions to the Supplier.
Environmental Reporting	Include input from Receiver for Emergency Planning and Community Right-to-Know Act (EPCRA), Toxic Release Inventory (TRI), and the EPA’s Biennial Reporting requirements.	Provide data for input into Supplier’s facility report as follows: <ul style="list-style-type: none"> ▪ Tier II by <i>date</i> ▪ Toxic Release Inventory by <i>date</i> ▪ Biennial Report by <i>date</i>
Hazardous Waste	Provide hazardous waste (HW) analysis and disposal IAW State and Federal statutes and regulations, including provisions of storage area and documentation label requirements on an as required/ requested basis. (The <i>Organization Name</i> shall function as the point of coordination and approval authority for disposal of HW.)	Comply with Federal and State environmental laws and regulations, as well as relevant DoD, <i>Service, Command,</i> and <i>Installation</i> policies, directives and requirements concerning HW.
	Collect sample(s) of HW streams and provide analysis on samples on an annual basis.	Reimburse for actual cost.
	Provide guidance and support concerning proper hazardous waste management and minimization.	Follow Supplier’s guidance and instructions on proper management of hazardous waste. Develop, submit and comply with a hazardous waste management plan for the operation.
	Conduct quarterly inspections and/or audits to monitor environmental compliance.	Immediately correct deficiencies identified in Supplier inspections.

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
	Provide HW guidance in <i>specify</i> .	Comply with Supplier's HW disposal contract.
	Provide HW disposal and waste analysis services at actual costs.	Use Receiver's DODAAC for turn-in of HW.
	Obtain from Receiver notification of any process changes and take appropriate action regarding permitting.	Notify Supplier of any proposed process change and obtain approval before implementation.
	Notify Receiver of any Notice of Violation (NOV) or discrepancies that are received from Federal, State or local agencies. Forward copies of reports to Receiver.	
	Provide annual HW (RCRA) training for contractor-identified personnel.	Ensure that personnel attend training. Ensure that personnel are aware of the proper disposal procedures for HW.
Hazardous Material Management Program (HMMP)	The <i>Organization Name</i> shall function as the point of coordination for the HMMP.	Comply with <i>Installation</i> requirements and participate in the HMMP.
	Supplier will input material transactions for items included in the HMMP into the HM tracking system.	Receiver shall provide information on HM for input into HM tracking system.
	Provide Receiver with necessary guidance and support to participate in Supplier's HMMP.	Receiver shall place a serialized bar coded label on each dispensing unit of use of HM (unless otherwise directed by <i>Organization Name</i> personnel).

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
	Supplier will identify hazardous materials to be included in HMMP.	Identify new materials or sources to be included in the HMMP.
	Obtain from Receiver notification of any new materials or different suppliers for materials included in the HMMP.	Provide Supplier with an MSDS 48 hours prior to receiving HM on facility.
	Conduct quarterly inspections and/or audits to monitor compliance with suppliers HMMP.	Correct immediately any deficiencies discovered during inspection.
Fire Protection	Furnish fire protection services including inspections and fire protection training. Provide emergency ambulance service including emergency medical technician (EMT) response to emergency medical situations.	Comply with governing directives for service. Reimburse Supplier based on square feet of space occupied by Receiver.
Force Protection	Host the Force Protection (FP) Committee and Working Group meetings IAW the requirements established in <i>Service regulation number</i> .	Commander or designated representative will attend the FP Committee and designate a responsible representative to attend FP Working Group meetings.
Threat Information	Collect, analyze, assess, interpret, and disseminate terrorist intelligence threat information in a timely manner.	Ensure threat information is received and distributed within Tenant organization.
Threat Warnings and Alarm Systems	Provide early warnings and notification of emergency/threat situations.	Take appropriate actions to notify tenant's employees of the threat situation.

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
Resource Management for Force Protection	Coordinate resource management issues which impact on tenant activity with tenant's Resource Management Officer.	Ensure appropriate resources are programmed for tenant's force protection requirements.
Level-One Training	Provide Level One Force Protection training/briefings for personnel traveling overseas.	Request Level One training as appropriate.
Threat Conditions	Provide continuous assessment of the threat and timely notification of changes in the threat condition.	Implement appropriate measures for the declared THREATCON.
Systems Security	Provide automated systems security service and support, to include virus awareness and detection measures, neutralization of identified virus, and security awareness of hacker threats.	Comply with systems security procedures, measures and countermeasures; report promptly indications of virus infections and attempts by unauthorized persons to enter tenant's automated systems.
Police Services	Provide security inspections of Receiver's operational area. Provide normal installation security services to include surveys, spot checks, clearances for visitors and vehicles.	Comply with all Supplier security regulations and requirements. Provide a roster of personnel authorized entry to <i>Installation</i> . Coordinate entrance requirements to <i>Installation</i> with, <i>Organization Name</i> .
Safety	Provide semi-annual facility safety inspections. Provide basic safety and occupational health rules and guidelines through the installation safety regulation, <i>cite number</i> . Perform periodic oversight inspections of the contractor's safety and health program.	Develop and implement contractual requirements for a comprehensive contractor safety and occupational health program within the framework of the host installation, higher headquarters safety and occupational health regulations and guidelines and OSHA.

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
		Report all accidents and injuries to the installation Safety Office and to the COR.
		Coordinate any inspections or visits from regulatory agencies such as OSHA or NRC with the installation Safety Office.
	Perform quarterly radiological surveys at the worksite and report results to site manager. Provide radiological monitoring support in case of accidents involving radioactive material. Provide technical advice regarding radiological safety issues.	Establish and administer procedures which cover the proper handling and use of radioactive material. Staff the procedures with <i>Installation's</i> Radiation Protection Officer (RPO) in case of accidents involving potential exposure to radioactive material.
Communication Service	Provide telephone service.	Comply with Supplier's guidelines for use. Reimburse for service plus actual cost of long distance.
Community Support Service	Provide for food vendor operation in assigned area of Receiver. Contractor will have the use of existing food service facilities.	

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
Engineering Services	Provide engineering design and support services for maintenance and repair and alteration and construction projects. Execute project design IAW Receiver established priorities.	Provide Supplier with prioritized list of projects and update as changes are necessary. Reimburse Supplier via <i>work order form number</i> for all projects prior to beginning any work on a project. Reimburse Supplier actual cost for services in support of Receiver approved alteration and construction projects and other direct funded projects performed through non-depot contracts. Reimburse for engineering support for maintenance and repair projects based on a prior year share of actual maintenance and repair costs.
	Supplier shall retain site and technical approval. Prepare budgetary estimates and DD Form 1391, Military Project Data, for projects as requested by Receiver.	Reimburse Supplier for Receiver requested service.
	Provide master planning service, contract administration and inspection, resource management/general administration of engineering services and work planning and scheduling. Provide reports of project and funding status.	Reimburse Supplier for Receiver requested service.
	Hold monthly status meetings between Supplier and Receiver.	Participate in monthly status meetings.

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
	<p>Include Receiver's Commander in installation Planning Board with equal participation and approval authority for common-use facility projects.</p>	<p>Participate actively in board meetings. Consider projects as they apply not only to the Receiver but <i>Installation</i> as an entire installation.</p>
	<p>Site and technical approval of projects, regardless of source of execution, will be retained by the Supplier.</p>	<p>Receiver's Commander will have functional and administrative approval authority of all Receiver projects.</p>
	<p>Receive funds from Receiver by separate MIPR. Provide timely acceptance of MIPRs and forward contract award information to Receiver NLT 10 working days after award.</p>	<p>Provide separate MIPRs for all alteration and construction projects and other projects performed through non-depot contracts. Provide MIPR for direct funded Advance Acquisition Plan (AAP) projects prior to projected solicitation issuance date on the AAP.</p>
	<p>Request permission to add to <i>Installation</i> AAP, coordinate engineering design, and, if approved, procure through <i>Installation's</i> Contracting Office.</p>	<p>If not on the AAP, determine contracting office to be responsible for procurement and identify to <i>Installation</i> those projects over \$100K which are to be procured through the <i>Installation</i> Contracting Office. Comply with Supplier requirements.</p>
	<p>Include projects in the AAP which have a firm commitment of funding by 31 August of the preceding fiscal year.</p>	<p>By 31 August, commit to fund all projects in the next fiscal year which have a high probability of being funded.</p>

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
	Accomplish repair and maintenance projects over \$25K for Receiver assigned facilities as identified and prioritized by Receiver and as included on the AAP when applicable.	Provide a real property maintenance project list to <i>Installation</i> by <i>date</i> of the fiscal year preceding the fiscal year in which the work is to be accomplished. Make changes to the initial list no later than <i>date</i> of the same fiscal year.
	Supplier will maintain Real Property records and engineering drawings for all Receiver projects on <i>Installation</i> buildings.	Receiver will provide final DD1354 and As-Built engineering drawings for all projects performed through non-depot contracts.
Real Property Maintenance Utility Systems	Provide Maintenance and Repair for Receiver assigned facilities at the same level provided other organizations at <i>Installation</i> . To include air conditioning, exterior lighting, etc.	Provide funding on population served basis. Notify depot COR of all requests for maintenance and repair.
Buildings	Provide Maintenance and Repair for Receiver assigned facilities at the same level provided other organizations at <i>Installation</i> .	Provide funding on a cost per square foot basis for occupied space and population served basis for common use areas. Notify depot COR of all requests for maintenance and repair.
Grounds	Provide grounds maintenance at the same level provided other organizations at <i>Installation</i> .	Provide routine policing around facilities. Provide funding based on population served basis.

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
Roads	Provide maintenance of roads at the same level as provided other organizations at <i>Installation</i> .	Provide funding on population served basis.
Alteration and Construction	Review plans and specifications. If acceptable submit with project documentation through appropriate channels for approvals.	Accomplish alterations, modifications, and construction to facilities at own expense. Submit plans and specifications to depot COR for coordinating approval. Work will be accomplished IAW paragraph 2, Special Provisions. Provide direct funding on separate MIPR.
Entomology Service	Provide insect, rodent control to the level required by applicable DoD or <i>Service</i> regulation, whichever is more stringent.	Provide funding on a cost per square foot basis for occupied space and on population served for grounds. Request service.
Ice and Snow Removal	Remove snow and ice IAW priorities and level of service established in current <i>Installation</i> policy and procedures.	Provide funding on population served basis.
Custodial Services	Provide custodial service for Receiver assigned areas and rest rooms as requested at the same standard and level as contained in current contract. Provide restroom supplies (tissue, paper towels, and soap) as needed.	Advise Supplier of any special requirements in connection with annual contract award. Reimburse Supplier for actual contract cost per square foot for Receiver occupied facilities and for cost of government furnished supplies based on population served.

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
Refuse Collection and Disposal	Provide general refuse collection transportation at the same level provided other organizations.	Notify Supplier of irregularities or unusual requirements. Segregate hazardous waste.
	Provide and position necessary receptacles for collection of refuse.	Reimburse Supplier on a prorated cost basis and for any additional services requested. Update requirements as changes occur.
Recyclable Materials Collection	Provide service for recyclable materials collection and transport and sale to a designated collection center. Proceeds generated from the sale of materials will belong to the Recycling Program at <i>Installation</i> . Proceeds above the operating expenses are used to finance projects that have been submitted by depot directors, including Receiver.	Assist the Recycling Program by breaking down boxes, assist in loading cardboard and placing paper and cans into their proper containers.
Resource Management	Manage the funding documents associated with Receiver's support. Administer the support agreement.	Submit funding authorization in a timely manner. Cooperate as necessary to maintain the ISSA in a current status.

**Example of Facility Use Terms and Conditions Used for
— Depot Maintenance PPP Agreements —**

CATEGORY OF SUPPORT	SUPPLIER WILL:	RECEIVER WILL:
	<p>Receive and manage MIPRs for all cost reimbursable construction and repair of <i>Installation</i> infrastructure unless an exception is allowed by <i>Organization Name</i> personnel. If an exception is allowed, <i>Organization Name</i> will notify Receiver when a project is to be sent to the <i>Construction Oversight Agent</i> to allow the Receiver the option of sending the funds directly to the <i>Construction Oversight Agent</i> or through <i>Organization Name</i>. <i>Installation</i> will develop and charge a MIPR processing fee for projects sent to the COE <i>Construction Oversight Agent</i> and funded through <i>Organization Name</i>. The processing fee does not apply to routine real property maintenance and repair projects funded by <i>Installation</i> and reimbursed by Receiver on a fixed cost basis in the support agreement.</p>	<p>Obtain written approval from <i>Organization Name</i> for all construction and repair of <i>Installation</i> infrastructure. Receiver may MIPR funds through the <i>Organization Name</i> or directly to the <i>Construction Oversight Agent</i> with <i>Organization Name</i> approval. If funds are processed through <i>Organization Name</i>, Receiver will provide additional funding to <i>Organization Name</i> for processing MIPRs sent to the <i>Construction Oversight Agent</i>. This funding will be based on a pre-determined approved percentage of the total dollar value of the MIPR.</p>
Utilities	Furnish gas, electricity, water, steam, sewerage, heating and air conditioning.	Reimburse Supplier based on meter readings and/or engineering estimates
Depot Maintenance Mission Support	Provide depot maintenance mission support as requested by the Receiver upon receipt of funds.	Request cost estimate with scope of work from <i>Organization Name</i> . Provide MIPR for funding prior to start of work.