

## STATEMENT OF WORK - JOB ORDER CONTRACT AT FORT KNOX, KENTUCKY

### 1. CONTRACT DESCRIPTION

a. The contract is for a broad range of maintenance, repair, and minor construction work on real property for the installation at Fort Knox, Kentucky. The work is required in support of the Directorate of Public Works activities. The contract will be an indefinite-delivery/indefinite-quantity (ID/IQ) type contract and will cover a wide variety of individual construction tasks. During the contract period, the government will identify construction tasks required to complete each specific job and will issue individual delivery orders to the contractor to complete those jobs. The contractor shall be required to furnish all materials, equipment, labor, supervision, and transportation necessary to manage and accomplish the jobs. The individual jobs will vary in size, with the majority expected to be small to medium in size. The jobs may cover all aspects of repair or construction listed in R.S. Means. NOTE: The contractor shall at all times maintain a complete set of contract documents at its local office, to include: a current R.S. Means (UPB), specifications, contract, approved submittal log, and JOC manuals.

b. JOC contracts may be awarded to multiple contractors. Each contractor shall have a guaranteed minimum dollar amount that will be awarded for the three (3) year contract period.

### 2. JOB ORDER CONTRACT SPECIFICATIONS AND FORT KNOX STANDARDS

Job Order Contract Specifications and Fort Knox Standards shall be used to perform all work called for under this contract. The purpose of these specifications and standards is to furnish concise industrial and/or commercial standards for maintenance and repair of government facilities. Job Order Contract Specifications are at Attachment 1. Fort Knox Standards are at Attachment 2.

### 3. UNIT PRICE BOOK (UPB) & SOFTWARE

a. The UPB and the approved compatible estimating software shall be utilized for all applicable pricing under this contract. Government designated 2017 R.S. MEANS Cost Data is the UPB for this contract and it shall be the sole source of pre-priced costs. Work tasks required for completion of specific project requirements that are not considered part of the "complete, in-place construction" of UPB items or are not otherwise contained in the UPB are called non-pre-priced (NPP), and their use is defined herein. "Actual" Market pricing is not relevant under this contract except when necessary for calculating non-pre-priced work tasks. Any difference between actual prices and UPB pricing shall not constitute grounds for failure to perform nor shall be grounds for any equitable adjustments in the price for the delivery order.

The estimating software shall be RSMMeans or approved equal, fully compatible with the MEANS databases, and shall readily accommodate the application of the location factors (Louisville, KY), the contractor's coefficients, and the incorporation of non-pre-priced cost items. See Attachment 3 for more specific details.

b. R.S. Means Cost Data contains net unit prices for the description of work to be accomplished at the unit of measure identified. These net prices provide consideration for all direct labor, materials, and equipment costs necessary to provide complete, in-place construction (or demolition), and include OH&P considerations for the executing (or sub) contractor level. See Attachment 3 for more specific details.

c. All indirect costs at the prime contractor level shall be covered by the Contractor's coefficient(s). In addition to the costs defined elsewhere herein, the Contractor's coefficient shall include consideration for anticipated yearly inflation and or other market fluctuations occurring through the end of the contract period.

### 4. MOBILIZATION PLAN

a. Immediately upon contract award, the contractor shall begin mobilization of its on-post office and staff. Within 30 calendar days after contract award, the contractor shall be fully operational and capable of immediately starting work on any required delivery orders.

b. Within ten calendar days after contract award, the contractor shall:

1. Submit Performance and Payment Bonds in accordance with Section 00700, FAR Clause 52.228-15 titled "Performance and Payment Bonds -- Construction";

2. Submit required proof of insurance in accordance with Section 00700, FAR Clause 52.228-5 titled "Insurance - Work on a Government Installation";

3. Submit for approval, an Accident Prevention Plan;

4. Submit for approval, a Quality Control Plan in accordance with Paragraph 24(d); and

5. Make contact with the Contracting Officer to schedule a pre-construction conference.

c. Within 15 calendar days after contract award, the contractor shall:

1. Initiate mobilization to the contractor's facility and lay down area located at Fort Knox, Kentucky; and

2. Initiate utility hookups at the contractor's site.

d. Within 30 calendar days after contract award, the contractor shall:

1. Have all essential and critical staff members on site; and

2. Be fully operational and capable of immediately starting work on any required delivery orders.

## 5. PHASE-OUT PLAN

The contractor shall develop and submit to the Contracting Officer a contract phase-out plan 90 calendar days prior to the expiration of the contract, including option periods. The plan shall fully describe how the contractor shall approach the following issues:

a. Completion of on-going projects including projects that will not be completed prior to the contract expiration date;

b. Warranty procedures to be followed by the government after the contractor is no longer on site;

c. Removal of contractor-furnished trailers including clean-up and restoration of the government land; and

d. Clean-up and turn-in of contractor's on-post storage areas.

## 6. PACKAGING AND MARKING

All shipments under this contract shall be preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier and insure safe delivery at destination.

## 7. PAYMENTS

A. "Request for Payment" (invoice) shall be submitted on Form Number SFCA-SR-KN 4667-E, Contract Progress Payment, in duplicate, to the Mission Installation Contracting Command, Contract Administration Division, Building 1109B, 2nd Floor, Fort Knox, Kentucky 40121-5720. The contractor name and address submitted on this form must match Blocks 14 and 16 of the contract. **All invoices (except the final invoice) must be submitted to equal a whole percentage**

**of the contract price (i.e. 22.00%, not 22.16%).** Invoices submitted in other than whole percentages will not be processed and will be returned to the contractor for correction.

- B. Pursuant to Federal Acquisition Regulation (FAR) Clause 52.232-5 entitled "Payments under Fixed-Price Construction Contracts", all requests for progress payments shall be accompanied with a contractor certification. Failure to provide this completed certification will result in nonpayment of the invoice.
- C. Pursuant to FAR Clause 52.232-5, a release of claims shall accompany the final payment request for each delivery order. Failure to provide a completed release of claims will result in nonpayment of the invoice.
- D. The Contracting Officer will furnish the contractor certification form and the release of claim form upon contract award or upon issuance of the delivery order.
- E. The filing of a false certification or claim is a federal crime. 18 Unites States Code, Sections 287 and 1001.
- F. Payment will be made by the payment office listed on the individual delivery order(s).

#### 8. INVOICES AND PAYMENT STATUS INQUIRY

a. The contractor shall submit invoices/ progress payment requests on Form Number ATZK DC 4667, Contract Payment Estimate, in duplicate, to the Mission Installation Contracting Command, Contract Administration Division, Building 1109B, Room 250, 2nd Floor, and Fort Knox, Kentucky 40121-5720. The Contracting Officer will validate the status of performance and forward approved invoices to the applicable Finance office for payment.

b. Contract payment status may be found using MyInvoice at <https://myinvoice.csd.disa.mil>.

#### 9. ADVERTISING ON CONTRACTOR VEHICLES

Advertising displayed on contractor vehicles is permitted provided that the advertising is so worded as not to imply Army or United States Government approval or sanction of the advertised service and which is not embarrassing or detrimental to the military.

#### 10. REQUIRED INSURANCE

A. The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(1) WORKMEN'S COMPENSATION:

The required workmen's compensation insurance shall extend to cover employee's liability for accidental bodily injury or death and for occupational disease with a minimum liability of \$100,000.00.

(2) COMPREHENSIVE GENERAL LIABILITY WITH MINIMUM LIMITS OF:

Per accident or occurrence for bodily injury: \$500,000.00.

This insurance shall include contractor's protective liability and contractual liability.

(3) COMPREHENSIVE AUTOMOBILE LIABILITY WITH MINIMUM LIMITS OF:

Per person:	\$200,000.00
Per accident for bodily injury:	\$500,000.00
Per accident for property damage:	\$ 20,000.00

B. Prior to commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the government in such insurance shall not be effective for such periods as may be prescribed by the laws or the state in which this contract is to be performed.

C. The contractor agrees to insert the substance of this clause, including this paragraph (c) in all subcontracts hereunder.

## 11. CONTRACT ADMINISTRATION

a. Contract Administration will be performed by:

Mission Installation Contracting Command  
Contract Administration Division  
SFCA SR KN, Bldg 1109B  
Fort Knox, KY 40121-5720  
Telephone 502-624-8045

b. A contract administrator will be assigned to administer the contract after award. However, the Contracting Officer is responsible for the administration of this contract and, alone, is authorized to take actions on behalf of the government, which result in changes in the terms of the contracts including deviations from specifications or drawings. All correspondence or telephonic inquiries addressed to the Contract Administration Division shall include the applicable contract number.

## 12. NOTICE OF COMPLETION OF DELIVERY ORDER

The contractor shall notify the contract inspector upon completion of each individual delivery order. The contractor shall give five days minimum advance notice of the date the work will be fully completed and ready for final inspection. Final inspection must be performed at least five working days in advance of the negotiated delivery order completion date. All punch list items shall be completed within the construction time period for the project, with Final Record Drawings submitted to the inspector and DD form 1354 "Transfer and Acceptance of DOD Real Property" form completed and turned into the DPW-ESD Project Manager for each project, located in Bldg 1110 Third Floor.

## 13. PERFORMANCE

a. This is an indefinite-delivery indefinite-quantity (ID/IQ) contract for the repair and/or construction of the items specified, effective for a three (3) year contract period.

b. Delivery or performance shall be specified on each individual delivery order issued hereunder. Individual order performance time will be negotiated in accordance with paragraph 61, entitled "Ordering Procedures" contained in this section.

## 14. HOURS OF WORK

a. Inasmuch as this installation observes a normal five-day, 40-hour work week, Monday through Friday (excluding legal public holidays), the contractor shall schedule their working hours between 7:30 a.m. - 6:00 p.m., to coincide with the working hours of the installation. No construction work shall be performed during other workdays or during other hours without the written authority of the Contracting Officer. It is estimated that approximately 1% of the work accomplished under this contract will be performed during other than normal working hours.

b. Days that have been established as legal public holidays, Reference 5 U.S.C. Section 6103(a), are:

New Years Day	1 January
Martin Luther King Jr's Birthday	3d Monday in January
Washington's Birthday	3d Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1 <sup>ST</sup> Monday in September
Columbus Day	2D Monday in October
Veterans Day	11 November
Thanksgiving Day	4 <sup>TH</sup> Thursday in November

#### 15. QUALITY ASSURANCE EVALUATOR (QAE)/ CONTRACTING OFFICER

Throughout this contract, the words "inspected," "selected," or "accepted" shall mean as inspected, selected or accepted by the quality assurance evaluator (QAE)/contract inspector. The words "directed", "approved" or "authorized" shall mean directed, approved, or authorized by the Contracting Officer. These definitions are provided as guidance for the contractor, and shall serve as the governing interpretation when this language appears within the body of this contract and appears to conflict with the above.

#### 16. CONTRACTOR'S OFFICE / EQUIPMENT AND MATERIALS STORAGE

##### a. Definitions.

(1) Contractors' Row, as used in this clause, means the area designated by the government for the storage of construction trailers, construction offices, and construction materials.

(2) Inspection Branch means the DPW Contract Inspection Branch, which is the government's duly authorized representative in all matters concerning Contractors' Row and sites for setting a contractor's construction trailers.

b. The contractor shall be required to maintain a local staff at a site on post located on Queen Street (i.e. Contractor's Row) furnished with a suitable temporary structure (trailer) and utilities connected at its expense (see paragraph d). The government will make available Contractors' Row or other premises for the contractor to utilize for the storage of equipment and materials being used for the performance of this contract. Space on Contractor's Row shall be without any representations or warranties whatsoever and without any obligations on the part of the government.

##### c The contractor's use of Contractors' Row shall be:

1. Without cost or expense to the government;
2. Subject to the right of the government to improve, use or maintain the premises;
3. Personal to the contractor and any interest therein, may not be transferred; and
4. Subject to continued performance of contract.

d. The cost of utilities, such as electricity, water, sewage, etc., for the contractor's local office and storage facilities on the installation shall be the responsibility of the contractor. The government will identify service tie-in points but connections to these tie-in points shall be the responsibility of the contractor. Telephone service shall be the responsibility of the contractor. The contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. The contractor shall obtain the written approval of the Contracting Officer prior to any desired hookup. A minimum of seven calendar days shall be allowed for this action. Within 30 days after termination and/or expiration of this contract, the contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia. The contractor shall submit a reimbursable customer agreement form to Inspection Branch after the service is ready to be connected to the utility. Inspection Branch will inspect and request the service to be connected by the DPW Contractor or shop personnel. The

government will be under no obligation to furnish utilities or services. Payments shall be made promptly upon receipt of bill. Failure to pay in a timely manner will result in services being disconnected and the contractor being evicted.

e. **The** contractor shall keep the premises in good order and in a clean, safe condition by and at the expense of the contractor. The contractor shall be responsible for any damage that may be caused to the property of the government by the activities of the contractor. The contractor shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the government damaged or destroyed by the contractor shall be promptly repaired or replaced to the satisfaction of the inspection branch.

f. **The** government will not be responsible for damages to property or injuries to persons which may arise from or be incident to the contractor's use of the storage site or for damages to the property of the contractor, or for damages to the property or injuries to the contractor's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the contractor shall hold the government harmless from any and all such claims.

g. No later than 30 calendar days after termination or expiration of this contract, the contractor shall vacate the premises, remove property, and restore the premises to a condition satisfactory to Inspection Branch. If, for whatever reason, the contract is terminated, the contractor shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time that Inspection Branch may designate. In either event, if the contractor shall fail or neglect to remove said property and restore the premises, then at the option of the Inspection Branch, the property shall be considered abandoned by the contractor and disposed of as abandoned property, or the government will cause the property to be removed. In either case, no claim for damages against the government will be created by or made on account of such disposal, removal and/or restoration work. The contractor shall also pay the government on demand any sum which may be expended by the government after the expiration, revocation, or termination of the contract in removing and/or restoring the premises.

h. The contractor shall protect the premises against pollution of its air, ground, and water. The contractor shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any federal, state, interstate, or local government agency having jurisdiction to abate or prevent pollution. The disposals of any toxic or hazardous materials within the premises are specifically prohibited. The contractor shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

i. The contractor shall use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the contractor's activities, the contractor shall be liable to restore the damaged resources.

j. The contractor shall obtain written approval from the Contracting Officer before any pesticides or herbicides are applied to the premise.

k. The contractor shall police and maintain its assigned area (maintenance includes the mowing of grass and weeds) in a condition acceptable to Inspection Branch throughout the life of the contract.

l. All materials, supplies, and recyclables shall be stored in the storage trailers.

m. All permanent type office trailers shall be tied down and underpinned.

n. All trailers and storage facilities shall display a placard that includes the contractor's name, contract number, and a telephone number for a local point of contact.

o. Trailers and site shall conform to the minimum standards for Installation Design Guidance with respect to color, siting, and landscaping. Trailer unit(s) shall be a light tan or cream color. Unit(s) shall be skirted

around the entire perimeter with a minimum of landscaping supplied as foundation planting. Sketch plans of the landscaping and sample colors shall be approved prior to location of the unit(s). Maintenance in excellent condition shall be the responsibility of the contractor. Under no circumstances are these units to be considered real property or to be designated with permanent building location numbers.

#### 17. CONTRACTOR STAFF

The contractor's on-site project staff, as a minimum, shall consist of: Senior Project Manager, Estimator, Quality Control (QC) Manager, Safety/Health Representative, and Office Manager. Additional staff shall serve as necessary to support the JOC contract: technical project managers; estimators; and CAD operator. Within ten days after contract award, the contractor shall provide to the Contracting Officer an employee roster identifying the contractor's on-site project staff. The roster shall include the individual's name and job title. The contractor shall notify the Contracting Officer in writing when any on-staff employee's employment is terminated for any reason. The contractor shall, subject to concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications, within 30 days of said loss. All Staff phones shall have a local Area code, including cell phones.

#### 18. PERSONNEL QUALIFICATION

a. The government reserves the right to review the qualifications of contractor personnel performing under this contract. If the Contracting Officer questions the individual's qualifications, the burden of proof to sustain that the person is qualified as prescribed herein will be upon the contractor.

b. Contractor personnel shall meet or exceed the minimum qualifications stated in paragraphs e (1) through e (5) below.

c. In the event the contractor shall to use a project manager or a quality control manager other than that for which a resume was submitted, the contractor shall, prior to the utilization of these personnel, submit their resumes to the Contracting Officer for review. If the Contracting Officer questions the individual's qualifications, the burden of proof to sustain that the person is qualified as prescribed herein will be upon the contractor.

d. The contractor shall be responsible for utilizing trained personnel to perform the testing outlined in this document. The Contracting Officer reserves the right to determine if a given work history contains necessary and sufficient, directly related experience to reasonably ensure the ability for effective and efficient performance.

e. The following personnel qualifications must be met:

(1) Sr. PROJECT MANAGER (PM) - Serves as a full time local project manager. The contractor shall provide at least one project manager dedicated to the Job Order Contract. The contractor shall provide the Contracting Officer the name of the individual who will serve in the project manager's capacity during any projected absence of the project manager. The project manager or alternate shall return all calls from the Contracting Officer within thirty minutes for call received between the hours of 7:30 a.m. to 3:30 p.m. EDST. During all other hours, the project manager or alternate shall return all calls from the Contracting Officer within the first two hours of the following work day. Project Manager(s) shall

a. have a minimum of five years experience in building construction supervisory positions, i.e., project manager and/or construction superintendent, three of which are experience as a project manager for JOC, TOC, or SABER contracts.

b. have capability to direct work requiring extensive understanding of and intimate familiarity with the principles, methods, and techniques of architectural, civil, mechanical, fire sprinkler/alarms and electrical engineering, with no one discipline predominating;

c. have sufficient technical capabilities to coordinate, acquire and respond to the governments requirements for technical design as it relates to the production of final record drawings.

d. have ability to negotiate and manage multiple projects at the same time;

- e. be able to recruit and manage qualified subcontractors in all construction disciplines;
- f. be able to respond in a timely manner to all contractual agreements, instructions, and inquiries from authorized government personnel;
- g. be capable of preparing project proposals and be authorized to negotiate; and
- h. accept individual delivery orders issued under the contract.

- (2) ESTIMATOR - Serves as necessary to support the JOC contract. The estimator
- a. will have a minimum of three years experience as a senior estimator in the building construction industry;
  - b. shall have extensive understanding of and intimate familiarity with the principles, methods, and techniques of architectural, civil, mechanical and electrical engineering, with no one discipline predominating;
  - c. shall possess extensive knowledge and understanding of the R.S. Means, from which he will make his estimates that will be included in the projected proposal(s);
  - d. in the absence of the project manager, shall prepare and be authorized to negotiate project proposals;
  - e. shall have thorough knowledge of the labor laws, Davis/Bacon Act and schedule of wages;
  - f. shall also have the capability to supervise subcontractors and perform periodic construction inspections.

- (3) CONTRACTOR'S QUALITY CONTROL, (CQC) MANAGER - Serves as a full time, local contractor quality control dedicated to the JOC contract.

The CQC system consists of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations, which comply with, contract requirements. The CQC manager works independently of the other contractor local personnel. The CQC manager, as a minimum, shall

- a. have formal QC education and/or training in building construction inspection;
- b. have a minimum of three years experience as a QC manager and/or senior QC inspector in the building construction industry;
- c. be capable of establishing and maintaining an effective quality control system that is in compliance with Section 00700, clause "Inspection of Construction";
- d. be able to perform daily QC inspections on all active construction projects; and send a daily report to the government QAE on all active projects; and
- e. have the ability to assist PM in preparation of critical path construction schedules.
- f. have environmental training and capable of preparing: KY Erosion Prevention and Sediment Control, enforcing Asbestos, Lead and Mold remediation per KY and local codes, rules and practices.

The Safety and Health Representative, as a minimum, shall

- a. have two years related construction experience.
- b. have one year related Safety/Health supervision experience in construction or industrial work.
- c. must report directly to the CEO of the company, may not be dual hatted on construction site assigned.
- d. responsible for all OSHA/Safety regulations for construction sites.

- (4) SAFETY/ HEALTH REPRESENTATIVE Serves as necessary to support the JOC contract. As a minimum, the COM shall

- a. have two years related construction experience.
- b. have one year related Safety/Health supervision experience in construction or industrial work.
- c. report directly to the CEO of the company, may not be dual hatted on construction site assigned.
- d. be responsible for all OSHA/Safety regulations for construction sites.

- (5) CONTRACTOR OFFICE MANAGER (COM) - Serves as necessary to support the JOC contract. As a minimum, the COM shall

- a. have an extensive background in accounting and bookkeeping;
- b. be computer literate and capable of producing different types of media files (i.e. Word, excel, PPT, PDF, paint, etc.);



- c. be capable of dealing with all levels of management both contractor, subcontractor, and government officials; as well as with subcontractor personnel;
- d. have the capability for setting-up, managing, and maintaining file system;
- e. be familiar with proposal preparation
- f. know and understand the JOC concept and contract;
- g. have knowledge and understanding of government labor laws and regulations as well as subcontractor payrolls; and
- h. have the capability and authority to act as a purchasing agent and expediter.

(6) CAD OPERATOR (not required for minimum staffing) - Serves as necessary to support the JOC contract. As a minimum, candidates should have two years experience in engineering or computer aided drafting and AutoCAD. AutoCAD experience should consist of electrical, mechanical, or architectural subsystem; candidates should work well in a multi-discipline project environment and possess the skills necessary to prepare technical drawings using established standards under the direction of engineering staff.

#### 19. UTILITIES (WORK RELATED)

It has been determined by the Contracting Officer that the existing electrical, water, natural gas, and sewer systems are adequate for the needs of both the government and the contractor. All utilities (excluding utilities for contractor owned and/or leased office and storage facilities, in accordance with Paragraph 16(d), shall be furnished by the government without charge to the contractor. The contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Contractor shall obtain the written approval of the Contracting Officer prior to any desired hookup. A minimum of seven calendar days shall be allowed for this action. Before final acceptance by the government, the contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia from the job site. Contractor shall be responsible for removing any BUD markings prior to the completion of the project. Any contractor found wasting a utility supplied by the government is subject to fees of reimbursement for said waste.

#### 20. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The contractor shall commence work required by a delivery order at the time specified on the delivery order, prosecute the work, and complete the entire work not later than the completion time specified on the delivery order. Each signed delivery order shall be considered notice to proceed for that particular project unless otherwise noted in the delivery order. The time stated for completion shall include final cleanup of the premises. (See Section 00700- Contract Clauses, FAR 52.211-10).

#### 21. SCHEDULING WORK

a. Before commencing any of the work under an individual delivery order, the contractor shall confer with the QAE and agree on a sequence of procedure; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, and similar means of communications, and the location of partitions, eating spaces, and restrooms for contractor employees.

a. Normally, furniture and portable office equipment in the immediate area will be moved by the user. The contractor shall be required to remove carpet. If the equipment has not been moved in time for contractor to proceed with his work, contractor shall immediately notify the Contracting Officer.

c. Delivery of materials and equipment shall be made with a minimum of interference to government Operations and personnel.

d. The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections or divisions is begun.

## 22. PERFORMANCE OF WORK

All work performed under this contract shall conform to shop drawing and/or specifications or to current industry standards when not specified and shall be executed in a careful and orderly manner by workmen skilled in their respective trades.

## 23. MATERIAL APPROVAL SUBMITTALS

Before the commencement of work under each delivery order, all materials and articles requiring approval, as contemplated by the Materials and Workmanship clause, shall be submitted by the contractor using the forms furnished. The following shall be submitted by the contractor to the Contracting Officer for approval, prior to installation of any materials referenced by the technical sections herein, unless otherwise noted:

a. **Certificates of Compliance:** The contractor shall furnish in triplicate any manufacturer's certificates required for demonstrating proof of compliance of materials with technical specification requirements in this contract. Each certificate shall be signed by an authorized officer of the manufacturing company and shall contain the name and address of the contractor, the project name, location, and the quantity and dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date of the tests to which the report applies. Certification shall not be construed as relieving the contractor from furnishing satisfactory material, if after tests are performed on selected samples, the material is found not to meet the specific requirements.

b. **Samples:** The contractor shall furnish samples of materials for approval, as required by the applicable sections of the technical specifications.

c. **Descriptive Data:** The contractor shall furnish the manufacturer's descriptive data, installation instructions, and maintenance instructions, for approval, as required by the applicable sections of the technical specifications.

d. **Test Reports:** The contractor shall furnish copies of test reports for approval, as required by the applicable sections of the technical specifications.

e. **Shop Drawings:** The contractor shall furnish for approval shop drawings that consist of illustrations, schedules, performance charts, instructions, brochures, diagrams, drawings, and other information to illustrate and/or demonstrate compliance to the applicable sections of the technical specifications.

## 24. CONTRACTOR QUALITY CONTROL

a. The contractor shall provide and maintain an effective quality control program that complies with the contract clause entitled "Inspection of Construction" FAR 52.246-12, the below stated quality control requirements, and the quality control requirements stated in the respective section of the specifications.

b. The contractor shall establish a quality control system to perform sufficient inspection and testing of all items of work, including that of his sub-contractors. The quality control system shall ensure conformance with applicable specifications and drawings with respect to materials, workmanship, construction, finish, functional performance, and identification. The quality control system shall be established for all construction except where the technical provisions of the contract provide for specific government control by inspections, tests, and other means. The contractor's control system will specifically include the surveillance and tests required in the technical provisions of the contract specifications. For purposes of the above description, shop manufacture of standard products is not defined as construction. Quality control personnel shall also be charged with the responsibility of policing contractor's safety program. This duty shall be clearly set forth in the quality control program.

c. The contractor shall maintain current records of all inspections and tests performed on an appropriate approved format to be determined in the pre-construction conference and to be approved by the Contracting Officer. These records shall provide factual evidence that the required inspection or tests have been

performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, causes for rejection, etc.; proposed remedial action; and corrective actions taken. These records shall cover both conforming and defective items and shall include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Contracting Officer daily. Records will be verified by the contractor's designated representative daily.

d. No later than 10 days after contract award, the contractor shall furnish to the Contracting Officer for approval an original and four copies of a basic quality control (QC) plan which will be used for the term of the contract. The contractor shall furnish to the Contracting Officer for approval no later than seven calendar days after receipt of each delivery order a revision or addendum (original and four copies) to the basic QC plan which addresses any unique requirements of that delivery order not covered in the basic QC plan.

e. Before construction operations commence, the contractor shall meet with the QAE to discuss the quality control plan and the forms to be used for recording quality control operations, inspections, administration of the system, and the interrelationship of contractor and government inspection. At a minimum, the job superintendent shall be required to call in or visit the DPW Contract Inspection Branch between the hours of 7:00 am - 8:00 am, at 502-624-7188, or Building 1110 3<sup>rd</sup> floor. The superintendent shall also be required to complete daily quality control reports (copies furnished at DPW Contract Inspection Branch) and submit them to the contract inspector each day. The contractor shall retain a copy of this report for its records.

f. No construction and/or off-site fabrication shall be started until the contractor's quality control plan is approved. The contractor shall notify the Contracting Officer in writing of any proposed changes to this inspection system. No such change shall be implemented prior to approval in writing by the Contracting Officer.

g. In the event the contractor utilizes the service of a commercial testing laboratory, the Contracting Officer reserves the right to check laboratory equipment for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques.

## 25. SAFETY ASSURANCE

a. Preconstruction Safety Meeting: Representatives of the contractor shall meet with the Contracting Officer, Garrison Safety Office and his/her representatives prior to the start of repair, alteration or construction activities for the purpose of reviewing the contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the preconstruction conference, if so directed by the Contracting Officer. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The contractor's principal local representative(s), the general superintendent and his/her safety representatives shall attend this meeting.

b. Compliance with Regulations: All work, including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR Parts 1910 and 1926. Work involving the disturbance or dismantling of asbestos or asbestos containing materials; the demolition of structures containing asbestos; and/or the disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and B, ETL 1110-1-118, DA Circular 40-83-4, and Fort Knox Environmental Regulations. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

c. Contractor Responsibility: The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work,

and shall hold the government harmless for any action on his part or that of this employees or subcontractors, which results in illness, injury, or death.

d. Inspections, Tests, and Reports: The required inspections, tests, and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required shall be at the contractor's expense.

e. Materials and Equipment: Special facilities, devices, equipment, clothing, and similar items used by the contractor in the execution of work shall comply with applicable regulations.

f. Hazardous Materials: The contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the contractor to perform tests, and/or if the material is found to be hazardous and additional protective measures are needed, a contract change may be required, subject to equitable adjustment under the terms of the contract.

g. The DPW-Construction Branch Inspector may order daily removal of certain equipment considered unsafe without additional compensation to the contractor.

## 26. SAFETY AND HEALTH

### a. General

(1) Applicable publications: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

#### (2) Code of Federal Regulations (CFR):

OSHA General Industry Safety and Health Standards (29 CFR 1910), Publication V2206; OSHA Construction Industry Standards (29 CFR 1926), one source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1926 as they relate to construction safety and health. It can be procured from the Superintendent of Documents. U.S. Government Printing Office, Washington, D.C. 20402.

National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).

313A Material Safety Data Sheets, Preparation and the Submission of.

Safety & Health Requirements Manual, EM 385-1-1.

Use of Asbestos Containing Material, ETL 1110-1-118.

Policy & Guidelines for Asbestos Management, DA Circular 40-834.

b. Work covered by this section: This section is applicable to all work covered by this contract.

c. Definition of Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910; and to others as additionally defined in Fed STD 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBS), explosives, and radioactive material, but may include others. The most likely products to contain asbestos are sprayed-on fireproofing, insulation, boiler lagging, and pipe covering.

d. Asbestos.

(1) THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA, AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

(2) The contractor shall be advised that friable and/or non-friable asbestos-containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than one per cent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturator, impregnate or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

(3) Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1001 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos-containing materials. Twenty-nine CFR 1910.1001 has been identified as applicable to construction (29 CFR 1926.55 gases, vapors, fumes, dusts, and mists). The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

(4) Friable asbestos-containing materials are not permitted by current criteria and shall not be used in new construction or modification projects (ETL 1110-1-118, 27 May 1983). Plans and specifications for all new construction and modification projects shall be reviewed to insure that the use of friable asbestos-containing materials is not called for.

(5) Maintenance, modification, or demolition activities, where exposure to asbestos dust may occur from previously installed friable or non-friable asbestos-containing material, will be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA (29 CFR 1910.1001), EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.

(6) See JOB ORDER SPECIFICATION, Sections 02080 & 02090 for specifications for handling asbestos containing materials and lead paint. Refer to Attachment 4 and Fort Knox EMD's Handbook for local procedures and specifications.

(7) If asbestos containing materials is to be disturbed, the Contractor shall submit a Draft Asbestos Management Plan for review and approval by the Environmental Management Division (EMD) within five calendar days after the Effective Date of the Delivery Order. EMD will submit the appropriate Kentucky Division for Air Quality asbestos abatement/demolition/renovation notices to the Commonwealth of Kentucky. No work shall begin until fifteen (15) days after submitting the Contractor's Draft Asbestos Management Plan. The Contractor shall take this time into account to accommodate the submittal and approval for their Asbestos Management Plan and for the Government to make the appropriate notifications to the Commonwealth of Kentucky.

## 27. ENVIRONMENTAL PROTECTION

a. Solid, Liquid, and Gaseous Contaminants. Contractor shall be responsible for the proper disposal of all solid, liquid, and gaseous contaminants in accordance with all local, state, and federal codes and regulations, together with the following requirements:

(1) Gaseous contaminants shall be discharged so that they are sufficiently diluted with fresh air to reduce the toxicity to an acceptable level.

(2) Liquid contaminants may, subject to local utility standards and prior approval by the Contracting Officer, be diluted with water to a level of quality acceptable in the local sewer system, or shall be disposed of in approved vessels at approved sites.

b. Refuse resulting from construction operations shall be removed from the site and disposed of as directed by the DPW-Construction Inspector or SOW.

c. All chutes for refuse, and the like, shall be covered or have such a design to fully confine the material to prevent the dissemination of dust.

## 28. SECURITY REQUIREMENTS

a. The contractor shall comply with security regulations imposed by the installation commander and/or the agency occupying the space where work is to be performed, including any necessary security clearances.

b. The contractor shall provide adequate protection for all parts of the building wherever work under this contract is performed. At the end of each workday, and prior to leaving the jobsite, the contractor shall secure all openings to any work areas affected by construction.

## 29. CONSTRUCTION SITE MAINTENANCE

The contractor shall store materials and equipment as specified by the DPW-Construction Inspector or SOW. Site shall be maintained in a neat and orderly manner.

## 30. EQUIPMENT ON SITE

The contractor shall cover equipment that is to remain in place within the area of contract operations. Equipment that is removed in performance of work shall be stored where directed or reused in work as required by drawings and specifications. Security for equipment or material that is to be reused and is removed for temporary storage shall be the sole responsibility of the contractor.

## 31. GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS

The contractor, with his own forces, shall transport all government-furnished equipment/materials described on the delivery order. The equipment/materials will be transported from the government storage area to the work site indicated on the delivery order. The contractor shall assume the risk and responsibility for the loss or damage to government-furnished property. The contractor shall follow the instructions of the DPW-Construction Inspector or SOW regarding the disposition of all government-furnished property not consumed in performance of a delivery order.

## 32. TRUCKING

The contractor shall load all trucks leaving the site with loose debris in a manner that will prevent dropping of materials on streets. Suitable tarpaulins shall be fastened over the load before they enter surrounding streets. All hauling and disposal shall be accomplished in accordance with all federal, state, and local regulations.

## 33. TOILET FACILITIES

The contractor's personnel will be permitted to use toilet facilities on the premises subject to regulation and control of the DPW-Construction Inspector or SOW. When toilet facilities are not available at a construction site, the contractor shall be responsible for providing temporary toilet facilities for his personnel. Any temporary toilet facilities shall be kept in a clean and sanitary condition at all times.

#### 34. ELEVATORS

a. Temporary use of an existing elevator shall be by arrangement with the DPW-Construction Inspector and subject to his controls. Such use will be of an intermittent nature. The contractor shall provide and maintain suitable and adequate protective covering for the elevator machinery, the hatchway entrance, and the interior of elevator during the period of temporary use. Loads in excess of the rated capacity of the elevator will not be permitted.

b. The government will bear the cost of electrical current for the operation of the elevator. On completion of the work, the contractor shall remove the protective coverings, together with any resultant dirt and debris, and leave the equipment in a condition equal to that in which he found it.

#### 35. RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

All items having any apparent historical or archeological interest, which are discovered in the course of construction activities, shall be carefully preserved. The contractor shall leave the archeological find undisturbed and shall immediately report the find to the Contracting Officer so that the proper authorities may be notified.

#### 36. CORRECTION OF DAMAGE TO SITE

The contractor shall be responsible to repair and/or replace damage caused by the contractor at the site of construction, at no additional cost to the government, and at the discretion of the Contracting Officer.

#### 37. SPEED LIMIT

The contractor's personnel, when operating motor vehicles on the Fort Knox installation, shall not exceed ten miles per hour when passing military troops on the roadways, and shall abide by all posted speed limits.

#### 38. CONDUCT OF EMPLOYEES

The contractor shall be fully responsible for employee's performance and conduct at all times while on the installation. The contractor shall not allow an employee to perform work under the contract while under the influence of alcohol, drugs or any other incapacitating agent. Military police and other law enforcement personnel of the installation have the right to deny entry or remove from the installation any contractor employee for misconduct, which endangers the health or safety of people or property, or for reasons of security. In addition, the installation commander may bar an individual from reentering the installation under the authority of 18 U.S.C. 1382. Removal from the installation of a contractor employee in accordance with the above shall not relieve the contractor from the requirement to meet all of the terms and conditions of the contract.

#### 39. SMOKING POLICY

The contractor employees shall abide by the installation smoking policy. Contractors shall smoke only in designated smoking areas.

#### 40. CLOTHING AND APPAREL POLICY

The contractor employees shall maintain a dress standard appropriate for the type of work being performed and will in no way cause injury to the employee.

#### 41. PREPARATION OF PROGRESS SCHEDULES AND REPORTS

The reports contemplated by the clause in Section 00700, entitled, "Schedules for Construction Contracts," shall be accomplished on and in accordance with instructions pertaining to the forms, Contract

Progress Payment and Contract Progress Report.

#### 42. DEFINITION OF SPECIAL CONTRACT REQUIREMENTS

Where the words "Special Contract Clauses" or "Special Clauses" appear in text provisions, the technical specifications, or on contract drawings, they shall be taken to mean "Performance Work Statement", hereof.

#### 43. NON-PREPRICED WORK

Items of work not covered by this contract but within its scope and general intent may be negotiated by the Contracting Officer and added at any time during the contract term. Added items of work shall be incorporated into and made a part of the delivery order and shall be performed at the negotiated direct cost plus the indirect cost and profit rate established in the contract.

#### 44. DRAWINGS AND SPECIFICATIONS

Throughout this contract, the word "indicated", "shown", or "specified", shall mean, indicated, shown or specified in the drawings and/or specifications.

#### 45. RECORD DRAWINGS

During the progress of the job, the contractor shall keep a careful record at job site of all changes and corrections from the layouts shown on the drawings, if applicable. If no drawings are available, then the contractor shall develop and submit as-built drawings on a CD-RW disc in AutoCAD format. The contractor shall enter such changes and corrections on contract or record drawings promptly. The record drawings shall indicate, in addition to all changes and corrections, the actual location of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valve, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. At the time of beneficial occupancy of each structure or facility involved under the contract, the contractor shall submit to the Contracting Officer as-built prints showing the aforementioned data on a CD-RW disc. If as-built drawings are not submitted as required herein, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in question, thereby requiring the retainage of 10% of any progress payment until such drawings are updated. Additionally, the estimated cost of maintaining the record drawings will be deducted from any such progress payment.

#### 46. PERFORMANCE EVALUATION OF CONTRACTOR

a. As a minimum, the contractor's performance shall be evaluated upon final acceptance of work. However, interim evaluation may be conducted at any time during the contract performance when determined to be in the best interest of the government.

b. The format for the evaluation will be SF 1420, Performance Evaluation -Construction Contracts, and the contractor shall be rated outstanding, satisfactory, or unsatisfactory in the areas of contractor's Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The contractor shall be advised of any outstanding rating, either in an individual element or the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be available to all DOD offices for their future use in determining contractor responsibility, in compliance with DFARS 36.201.

#### 47. SAVE HARMLESS

a. The contractor shall hold harmless the government from any claims arising from the acts or omissions, including negligence, of the contractor, its officers, agents, or employees, in the performance of the terms and conditions of this contract.



b. The contractor shall hold the government harmless against any liability imposed by a federal, state or local regulatory agency, resulting from the negligent acts or willful misconduct of the contractor.

#### 48. INSPECTOR GENERAL'S (IG) AUTHORITY TO INSPECT CONTRACTORS

The Inspector General (IG), Fort Knox, Ky., shall have access to the contractor's facilities, employees, operations and records at the installation where work is being performed at all times to conduct inspections or for other purposes, as directed by the installation commander. Where feasible, advance notification of an IG inspection or investigation will be provided to the contractor by the Contracting Officer.

#### 49. PUBLICATIONS

Those applicable publications that are not listed in the Applicable Publication paragraph of the Technical Specifications sections, but are found elsewhere in the text of those specifications, also form a part of this contract.

#### 50. INSPECTION OF WORK

Technical surveillance of workmanship and inspection of materials for work being performed under this contract shall be the responsibility of an authorized representative of the Directorate of Public Works (DPW). This provision in no way authorizes anyone other than the Contracting Officer to commit the government to changes in the terms of the contract. In the event it is determined necessary to designate a Contracting Officer's Representative (COR) for this contract, such designation shall be by a separate letter to the individual selected with a copy furnished to the contractor.

#### 51. PRECONSTRUCTION CONFERENCE

The Contracting Officer will schedule a preconstruction conference after contract award and prior to commencement of work. The Contracting Officer will notify the contractor of the time and date set for the meeting, which will be held at Fort Knox, KY. At this meeting, the contractor shall be oriented with respect to government procedures and line of authority, as well as contractual, administrative, and construction matters. If not already furnished, the contract will be required to furnish a current insurance certificate and a letter appointing a project manager this pre-construction conference.

#### 52. FINAL ACCEPTANCE

The Contracting Officer shall make final acceptance of work performed hereunder. The reports contemplated by the clause herein entitled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to the forms, contract progress schedule, and contract progress report.

a. Final Acceptance shall be, but not limited to the completion of:

- (1) All work on Scope of Work and Plans
- (2) All Permits (acquired, complied with and closed out)
- (3) All Punch list items
- (4) As-built/Final Record drawings
- (5) DD Form 1354
- (6) All Restoration
- (7) Removing all trash, construction products and utility flagging

### 53. SAFETY AND ACCIDENT PREVENTION

a. In performing work under this contract the contractor shall:

- (1) Conform to the specific safety requirements established by this contract;
- (2) Comply with the safety rules of the government installation that concern related activities not directly addressed in this contract;
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and government personnel performing or in any way coming in contact with the performance of this contract; and
- (4) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

b. Prior to beginning on site work the contractor shall provide the Contracting Officer a list of all chemicals to be used on the job and their storage location, which will be provided to the Signal Branch Safety office.

c. The Installation Safety Officer, on duty will be responsible for monitoring the contractor in the area of safety and accident prevention. The contractor shall immediately notify the Contracting Officer and the safety office by telephone upon occurrence of an accident on the job site. (Safety Office) 502-624-4920.

### 54. DANGEROUS WEAPONS ON THE INSTALLATION

As required by USASC&FG Regulation 210-13, the contractor and his personnel will not transport, possess, or use on this installation privately owned dangerous weapons. "Dangerous Weapons" include all forms of firearms, missile-throwing devices (e.g., bow and arrow), switchblade or automatic blade knives, knives with blades in excess of three inches, ammunition and pyrotechnics, fireworks, bludgeons (e.g., nunchakus), brass knuckles, shooting pens, and similar devices. Unauthorized dangerous weapons will be confiscated and impounded by government personnel. The contractor shall agree to comply with all other provisions of Regulation 210-13, copies of which are available on request from the Contracting Officer. A state weapons permit does not supersede this contract provision.

### 55. DAVIS-BACON WAGE DETERMINATIONS

The current prevailing wage rate at the time the delivery orders are issued will be applicable and incorporated into the delivery order. The current applicable General Wage Decision in effect at the beginning of each renewal option period shall apply to that specified period and will be incorporated into the contract by modification.

### 56. PLACE OF PERFORMANCE

All work ordered under this contract shall be performed at various locations within the installation of Fort Knox, KY.

### 57. CONTRACT PERIOD OF PERFORMANCE

The base contract period of performance will be 01 July 2017, or date of contract award, whichever is later, through 30 June 2020.

### 58. RESERVED

## 59. ADP SUPPORT REQUIREMENTS/CONTRACTOR PROVIDED SOFTWARE

a. The contractor shall provide and maintain in an operational condition a computer system at the contractor's office as described below. The computer system at a minimum shall consist of the following:

- (1) Computer compatible with Windows XP, AutoCAD, Microsoft Excel, RS Means Online and Adobe.
- (2) 26 GB plus hard disk drive.
- (3) Laser printer.
- (4) Computer shall be linked to the Internet for the purpose of e-mail and electronic transmittal of all required delivery order proposals and communications.
- (5) Maintenance for all of the above equipment for the duration of the contract.

## 60. EMERGENCY DELIVERY ORDERS

The Contracting Officer or his duly authorized representative will place emergency delivery orders and specify the location of the delivery/service. The delivery order may be written or be phoned in by the Contracting Officer. If the emergency delivery order is placed by phone, a written delivery order will be issued the first working day thereafter confirming the oral order. The Contracting Officer and the contractor shall negotiate completion/delivery times for any emergency delivery order.

## 61. ORDERING PROCEDURES

a. As the need exists for performance under the terms of this contract, the Contracting Officer will notify the contractor of an existing requirement that requires competition.

b. Upon receipt of this notification, the contractor, unless he/she declines in writing to the Contracting Officer, shall respond to the needs of the government within two working days by:

- (1) Visiting the proposed work site in the company of the project manager or his authorized representative, or
- (2) Establishing verbal contact with the QAE to further define the scope of the requirement.

c. Upon establishment of the scope of the individual requirement, the government will issue and furnish a request for proposal (RFP) to the contractor who shall then prepare its proposal for the accomplishment of the task within the time limit specified on the RFP.

(1) The current R. S. Means Facilities Construction Cost Data (UPB) adjusted by the Louisville city average cost index shall serve as the basis for establishing the value of the work to be performed on a unit price basis.

(2) The contractor shall support its proposal with necessary documentation to indicate that adequate engineering and planning to accomplish the requirement has been done. Examples of documentation that might reasonably be expected would include drawings, calculations, catalog cuts, specifications, architectural renderings, etc. In addition, the contractor shall submit within 20 days of the completion of each delivery order and prior to final payment request being submitted, a DD Form 1354, Transfer, and Acceptance of Military Real Property, dated Aug 2013, shall be filled out and submitted. This form shall be filled out in accordance with DA Pamphlet 415-28 and Unified Facilities Criteria. Submittals on all equipment and materials are required unless waived by the Contracting Officer.

(3) Time for submittal of the contractor's proposal for individual requirements shall be as stated by the government on the RFP.

d. Upon receipt of proposals, the government will review the proposal for completeness.

The government is under no obligation to issue a delivery order for work even though the contractor has responded to a request for proposal and negotiations have been conducted. The government will cancel a request for proposal any time prior to actual issuance of the delivery order (DD Form 1155). The contractor's proposal shall be provided electronically via e-mail and in hard copy.

e. The Contracting Officer will issue a delivery order using a DD Form 1155. Each delivery order will include the following information:

- (1) Date of the delivery order.
- (2) Contract number and delivery order number.
- (3) Item number and description, quantity and unit prices for items and total.
- (4) Delivery order price, delivery, or performance data.
- (5) Accounting and appropriation data.
- (6) Any other pertinent data.

f. Each delivery order constitutes a firm, fixed price contract.

g. Delivery orders which have a performance period in excess of thirty days, or when specified in the delivery order, shall require the contractor to submit a progress schedule and weekly progress reports. Additionally, they will submit a progress payment schedule (i.e.: Pipe installation item-20% Excavation, 50% pipe placement, 20% backfill, and 10% final restoration, cleanup and records.)

h. Delays in delivery order completion due to inclement weather will be documented by the contractor's quality control manager on weekly inspection reports provided to the QAE and shall be negotiated into each delivery order. The QAE will then determine if an extension of the delivery order completion date is appropriate.

## 62. LIABILITY OF CONTRACTOR

a. The contractor shall be:

(1) Liable to the government for loss of or damage to property, real and personal, owned by the government or for which the government is liable;

(2) Responsible for, and hold the government harmless from, loss of or damage to property not included in (a) above; and

(3) responsible for, and hold the government harmless from that portion of bodily injury and death of persons, occasioned either in whole or in part by the negligence or fault of the contractor, his officers, agents, or employees in the performance of work under this contract.

b. The amount of the loss or damage as determined by the Contracting Officer will be withheld from payment otherwise due the contractor if any claim is not otherwise resolved.

c. The contractor shall give the government immediate notice of any suit or action filed, or prompt notice of any claim made against the contractor arising out of the performance of this contract.

d. It is expected that the contractor shall resolve any claim filed by a third person within sixty (60) calendar days of receipt by the contractor. If it appears resolution will not be reached within sixty (60)

calendar days, the contractor shall notify the Contracting Officer of the expected delay and a proposed schedule for resolution of the claim.

e. If the government will settle any claim against the contractor arising out of the performance of this contract, the government will obtain a subrogated interest against the contractor for the amount of the settlement.

#### 63. PART-TIME EMPLOYMENT

Neither military personnel nor government civilian employees shall be employed to perform work under this contract without first obtaining approvals required by 5 C.F.R 2635, Standards of Ethical Conduct for Federal Employees, effective 3 February 1993. In no event shall such personnel be utilized in a supervisory capacity in the performance of the contract work.

#### 64. FIRE PREVENTION AND PROTECTION

The contractor shall comply with all pertinent provisions of the following directives, as amended, as they pertain to fire prevention and protection. These directives are available for inspection in the office of the Directorate of Contracting.

ARMY REGULATION 420-90, FIRE PREVENTION AND PROTECTION  
ENGINEER MANUAL 385-1-1, OSHA/CFR, FIRE REGULATIONS

The contractor shall also take or cause to be taken such additional protective measures as the Contracting Officer may determine to be reasonably necessary for such purpose.

#### 65. BONDS

a. **BID GUARANTEE.** Each offeror shall submit with offer a separate bid guarantee in the form of a firm commitment, such as a bid bond (Standard Form 24), postal money order, certified check, cashier's check, irrevocable letter of credit, or under treasury department regulations, certain bonds or notes of the United States, which are acceptable for construction contracts under Clause number 52.228-1. The bond shall be in the amount of \$100,000.00.

b. **PERFORMANCE AND PAYMENT BONDS:** Within ten days after receipt of each task order, the contractor shall provide, from an approved sufficient surety or sureties acceptable to the government, a performance bond (Standard Form 25) and a payment bond (Standard Form 25A) or other valid acceptable sureties. The penal sum of such bonds will be as follows:

- (1) **PERFORMANCE BOND:** The penal sum of the performance bond shall equal to one hundred percent (100%) of the guaranteed portion of the task order. Performance Bonds will be required for all task orders exceeding \$150,000.00.
- (2) **PAYMENT BOND:** The penal sum of the payment bond shall equal one hundred percent (100%) of the guaranteed portion of the task order. Payment Bond or an Irrevocable letter of credit (ILC) only will be required for all task orders between \$35,000.00 and \$149,999.99. Payment Bond will be required for all task orders exceeding \$150,000.00.

The contractor shall submit additional performance and payment bonds each time a delivery order is issued.

c. The contractor shall furnish all required bonds to the government prior to commencement of contract performance.

#### 66. OPERATIONS AND STORAGE AREA

Contractor shall not maintain an operations and storage area under this contract unless authorized in writing by the Contracting Officer. Contractor shall submit a written request for approval specifying desired location and availability date; equipment that will be used for operations; storage area; and a point of contact to include phone number. Written request shall be submitted at least ten (10) working days prior to desired availability date. In conjunction with clause "Operations and Storage Areas (APR 1984)", FAR 52.236-10, contractor shall keep its assigned area maintained to include grass mowing, cutting of weeds, cleaning of fence rows, and daily removal of all trash, scrap material, and other debris. Maintenance of the assigned area constitutes part of each contractor invoice for payment. Failure to properly maintain assigned area could result in delay or payment of withholding of funds. Contract completion time includes removal of all contractor-owned facilities, material, and utilities from the assigned area and final maintenance of the area in accordance with paragraph above. Contract shall not be completed until contractor has complied with this paragraph; therefore, liquidated damages as specified in the contract requirements of this contract will be assessed for each day over contract completion time.

#### 67. EM 385-1-1

Offerors are advised to utilize EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual in preparing solicitation offers and in performing the work. EM 385-1-1 may be reviewed at the Directorate of Safety, Building 1109B, 3rd Floor, Fort Knox, Kentucky, between the hours of 8:00 am and 3:30 pm, Monday through Friday, excluding legal public holidays. EM 385-1-1 may be ordered through the U.S. Government Printing Office, Washington, DC 20402 (stock number 008022002812) (telephone 202-512-1800).

#### 68. USAARMC POLICY MEMO #12-01 CONTRACTOR REQUIREMENTS WHILE WORKING ON FORT KNOX

a. Contractors on Fort Knox shall adhere to the following guidelines while operating on the installation:

(1) When answering the telephone on the installation, contractor employees shall identify themselves as a contractor.

(2) Contract employees shall wear visible identification tags (to include the individual's name and company name) at all times while on the installation.

(3) Network Enterprise Command (NEC) and/or contractors shall modify e-mail addresses to reflect contract employees (e.g. John. Doe (Contractor)).

(4) Contractors shall not be placed in supervisory roles of government employees.

(5) Contractors shall not render final decisions for the government or represent the government at policy decision group levels.

(6) (TRADOC only) Contractors shall not serve as voting members on deliberative boards, although they may participate as non-voting members/advisors.

(7) Contractors shall respect the laws prohibiting sexual harassment and unlawful discrimination.

#### 69. DEPARTMENT OF THE ARMY CIVILIAN IDENTIFICATION CARD

Contractor/subcontractor employees shall obtain a Department of the Army (DA) Civilian Identification (ID) Card for use during the performance of this contract. Only those contractor/subcontractor employees who will work thirty (30) or more contiguous workdays, or longer, on this contract will be authorized to receive the DA Civilian ID Card. Upon contract award and upon change, the contractor shall provide the Contracting Officer, or his/her designated representative, the name, address, and telephone number of an individual to act as the contractor representative responsible for managing the DA Civilian ID Cards for the prime contractor and subcontractors, if any. The prime contractor's representative shall furnish each

contractor/subcontractor employee with DD Form 1172 "Application for Uniformed Services Identification Card DEERS Enrollment." The DD Form 1172 will be furnished to the contractor with notification of award of the contract. The contractor/subcontractor employee shall complete section I, blocks 1, 2, 3, 13, 15, 16, 17, 21, 23, 24, 25, 26, 30 (the contract completion/end date), and section III. The prime contractor's representative shall forward the DD Form 1172 to the Contracting Officer, or his/her designated representative, for completion of section IV. Upon completion, the contractor/subcontractor employee shall present the form to the Adjutant General ID Card Section, Building 1384, Fort Knox, KY for issuance of a DA Civilian ID Card in accordance with all applicable regulations. The Adjutant General has the final authority to approve or deny the issuance of an ID card to a contractor or subcontractor employee. Contractor/subcontractor employees shall be denied access to Fort Knox without this form of identification. The prime contractor's representative shall be responsible for the collection and turn-in of DA Civilian ID Cards from terminated contractor/subcontractor employees and from all contractor/subcontractor employees upon completion of the contract. The DA Civilian ID Cards shall be collected and turned in to the Contracting Officer, or his/her designated representative. Turn-in shall be accomplished within five working days of employee termination and/or contract expiration.

#### 70. IDENTIFICATION OF EMPLOYEES.

The contractor shall be responsible for furnishing an identification badge/card to each employee, including subcontractors' employees, prior to the employees work on-site, and shall require each employee engaged on the work to display identification. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of the employee. When required by the Contracting Officer, the contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project, including subcontractors' employees.

#### 71. ACCESS

Fort Knox, Kentucky, is a restricted access military installation. All contract employees must register with the Provost Marshal's Office to gain access onto the military installation. A valid driver's license or government-furnished ID card must be presented to the Provost Marshal's Office, at which time, they will do a back ground check for access. Contract employees may encounter long delays for vehicle inspection and identification checks upon entering and exiting the installation. The government will not reimburse the contractor for time spent at installation checkpoints. Contract employees should plan accordingly and report to work at their scheduled duty time. Chaffee Gate is the gate you must go to for the first time access. Report to the Visitor Center.

#### 72. LANDFILL USAGE

a. Effective immediately, all contractors utilizing the Construction Debris (CD) landfill at Fort Knox, Kentucky must separate the waste coming into the landfill.

b. Waste that is allowed into the CD debris landfill is solid waste which results from the construction, remodeling, repair, and demolition of structures and roads, and for the disposal of uncontaminated solid waste consisting of vegetation resulting from land clearing and grubbing, utility line maintenance and seasonal and storm related cleanup. Such waste includes, but is not limited to, bricks, shredded or segmented tires, concrete and other masonry materials, soil, rock, wood, wall coverings, plaster, drywall, plumbing fixtures, tree stumps, limbs, saw dust, leaves, yard waste, paper and paper products which are the result of construction, remodeling, repair, and demolition, metals, furniture, insulation, roofing shingles, asphalt pavement, glass, plastics that are not sealed in a manner that conceals other waste, electrical wiring and components containing no liquids or hazardous metals.

c. No waste containing "FREE LIQUIDS" such as paint and/or petroleum, oils, lubricants (POL) products, or any hazardous waste will be accepted into the CD landfill. These items shall be containerized for turn-in. For turn-in guidance, call DPW Environmental Management division at 502-624-3629.

d. Paint containers containing dried paint are acceptable for disposal into the CD landfill.

e. When practical, large quantities of soil should be hauled to the landfill separately for use as future landfill cover. This soil shall be free of any large rocks, wood, and tree limbs.

f. When practical, tree limbs and other such vegetation shall be separated and delivered to the Fort Knox composting facility.

g. Waste such as lunch wrappers, small quantities of cardboard, paper trash (paper towels, newspapers, etc.) shall be placed into the 40 yard containers located at the landfill.

h. Large quantities of cardboard waste shall be disposed of at the recycle center on Radio Street or the contractor shall make arrangements for pickup of large quantities of cardboard at the site by calling 502-624-5026.

i. Non-clear plastic bags containing CD waste will not be accepted. Plastic shall not conceal other waste as stated in paragraph 2 above. Clear plastic bags that contain CD waste are acceptable.

j. Paper and paper products as outlined in Paragraph 2 do not include shipping and packing material.

### 73. CONTRACTOR'S SIGNAGE

All signs for contractor's trailer offices shall be 3' x 4', brown background with white letters, 1/8" thick aluminum sheeting mounted on dark brown anodized aluminum posts. The letters shall be upper and lower case Helvetica medium left justified and shall be a reflective material.

### 74. FLOW-DOWN OF CLAUSES TO THE DELIVERY ORDER LEVEL.

52.211-10	Commencement, Prosecution, and Completion of Work
52.211-12	Liquidated Damages--Construction
52.211-13	Time Extensions
52.211-4001	Contract Period
52.216-19	Order Limitations
52.222-4001	Removal of Contractor Personnel
52.223-4001	Permits and Responsibilities
52.228-2	Additional Bond Security
52.228-5	Insurance - Work on a Government Installation
52.228-14	Irrevocable Letter Of Credit
52.232-18	Availability of Funds
52.232-4002	Release of Claims
52.236-1	Performance of Work by the Contractor
52.236-2	Differing Site Conditions
52.236-3	Site Investigation and Conditions Affecting the Work
52.236-6	Superintendence by the Contractor
52.236-7	Permits and Responsibilities
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
52.236-11	Use and Possession Prior To Completion
52.236-12	Cleaning Up
52.236-13	Accident Prevention
52.236-14	Availability and Use of Utility Services
52.236-15	Schedules for Construction Contracts
52.236-17	Layout of Work
52.236-21	Specifications and Drawings for Construction
52.236-26	Preconstruction Conference
52.242-14	Suspension of Work
52.246-21	Warranty of Construction



DFARS Clauses:

252.201-7000	Contracting Officer's Representative
252.227-7033	Rights in Shop Drawings
252.228-7004	Bonds or Other Security
252.232-7003	Electronic Submission of Payment Requests
252.236-7000	Modification Proposals-Price Breakdown
252.236-7001	Contract Drawings, Maps, and Specifications
252.236-7006	Cost Limitation
252.242-7000	Post Award Conference