

## **Building 165 Furniture Purchase Statement of Work**

### **1. INTRODUCTION:**

- a. **SCOPE OF WORK.** The Contractor will provide; labor, tools, transportation, storage and equipment to install all equipment listed in the Bill of Materials for the New Hampshire National Guards Furniture Building 165.
- b. **SUMMARY of WORK:** Upon conclusion, the below work locations shall have all products listed in the solicitation installed IAW manufacturer's instructions.
- c. **WORK LOCATION:**
  - i. Building 165: 302 Newmarket Street, Pease ANGB NH, 03803-0157.

### **2. SPECIFIC TASK:**

- a. **BILL OF MATERIALS:** the contractor is responsible for procuring all items listed in the Bill of Materials (BoM). As needed, the contractor is responsible for storing the deliverables during the installation process. The contractor shall coordinate and sub contract for all required services to install all of the items. It is the responsibility of the contractor to pay all sub-contracts.
- b. **INSTALLATION:** The Contractor shall provide all labor and equipment necessary to install all products listed in the BoM. Installation is the sole responsibility of the contractor.
- c. **FINAL INSPECTION:** The Contractor will coordinate with the stakeholders to conduct a final inspection of the furniture. The inspection will identify punch list items the Contractor is responsible for fixing prior to the final payment.
- d. **PROJECT MANAGEMENT:** The Contractor will coordinate with all suppliers to ensure the installation of all equipment. This includes all required permits to state and federal code.
- e. **DEBRIS REMOVAL:** The Contractor shall ensure all deliverables are removed from the packaging. Packaging will be removed from the site by the Contractor. Use of existing construction debris or solid waste dumpsters on site is not permitted.
- f. **DEFECTS:** The Contractor is responsible for repairing or replacing any deliverables that arrive defective. Defective means they do not operate as intended.
- g. **DAMAGES:** The Contractor is responsible for repairing or replacing any deliverables that arrive damaged, or are damaged during the installation process. Further, the Contractor is responsible for fixing any damages caused to the facility during the installation process. This includes but is not limited to dented walls, scuffed or marred tiles, ripped or worn carpet, and scratched paint.
- h. **CLEANUP:** Contractor shall ensure any debris brought into the facility during installation (mud, dirt, sand, gravel, packaging remnants) are removed daily.

- i. PUNCH-LIST: The Contractor will provide the Government with a Punch-list listing all the items that need to be fixed and their plan to complete the project after final walk thru is complete.

**1. PERSONNEL:**

- a. CONTRACTOR: The Contractor shall furnish all personnel to accomplish the work required by this contract.
- b. PROGRAM MANAGER (PM): The Contractor shall designate a PM who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the Contractor when the PM is absent, shall be designated in writing to the Contracting Officer (CO). The PM or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The PM shall work through the Contract Specialist or CO, to resolve issues, receive technical instructions, and ensure adequate performance of services. The PM shall ensure that contractor employees do not perform any services outside the scope of the contract without an official modification issued by the CO. The PM shall ensure contractor employees understand that services performed outside the scope of the contract are performed wholly at the expense of the contractor.

**2. DEFINITIONS AND ACRONYMS:**

- a. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.
- b. CONTRACTING OFFICER (CO). A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.
- c. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government designated by the KO to monitor contractor performance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor if that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
- d. DELIVERABLE. Anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.
- e. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.
- f. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- g. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- h. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.
- i. WORKDAY. Schedule normal work by Contractor and Subcontractor personnel between the hours of 6:00 AM and 4:00 PM, Tuesday through Friday, excluding Federal holidays.

If the Contractor desires to work during periods other than above, submit a written request (e-mail is acceptable) for each such occurrence to the Contracting Officer at least 3 working days in advance of the proposed event, so that the Government may make special inspection and/or security arrangements. The Contracting Officer may decline approval. Contractor may have to work outside the normal work schedule in order to make utility connects; when this occurs, contractor shall adjust the work schedule or pay overtime. There will be no change associated with the change in schedule. Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (KO). However, if required, the KO may designate the Contractor to work during holidays and weekends. There are ten (10) Federal holidays set by law (USC Title 5 Section 6103) that The National Guard follows:

Under current definitions, five are set by date:

New Year's Day	January 1
Juneteenth	June 19
Independence Day	July 4
Veterans Day	November 11
Christmas Day	December 25

If any of the above falls on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday.

The other six are set by a day of the week and month:

Martin Luther King's Birthday -	Third Monday in January
Washington's Birthday -	Third Monday in February
Memorial Day-	Last Monday in May
Labor Day -	First Monday in September
Columbus Day -	Second Monday in October
Thanksgiving -	Fourth Thursday in November

**3. FACILITIES**

- a. Utilities: All utilities in the facility will be available for the contractor's use in the performance of this contract. The contractor shall instruct employees in utilities conservation practices. The contractor shall operate under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount.

**4. SECURITY:**

- a. GENERAL:
  - i. All Contractor employees, including subcontractors, and subcontractors' employees, suppliers, and suppliers' employees shall be required to comply with the Installation Security Requirements regarding personnel, vehicle, and equipment security passes and access the jobsite. Nothing in the contract shall be construed in any way to limit the authority of the Commanding Officer to prescribe new, or to enforce existing security regulations governing the admission or exclusion of persons and the conduct of persons while on base, including but not limited to, the rights of search of all persons or vehicles on base.
  - ii. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. Remove from the site any individual whose continued

employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

- iii. The Contractor is expected to become fully acquainted with, and strictly adhere to Readiness regulations affecting the performance of this Contract. Parts of the regulations pertaining to fire prevention, driving safety, restricted areas, sanitation, disposal of debris and pollution control may apply to this project.

b. COORDINATION

- i. Coordinate with the Contracting Officer for specific security and access requirements.
- ii. Access to Buildings/ Occupied Buildings: The Contractor may work in or around existing occupied buildings. The Contractor is responsible, via the Contracting Officer, to obtain access to building and facilities and arrange for them to be opened and closed. Do not enter the building(s) without prior approval of the Contracting Officer. Keep the existing buildings and their contents secure at all times. Provide temporary closures as required to maintain security. Contract personnel will not be permitted in security-regulated buildings or areas unless cleared by the Security Officer.
- iii. The installation of the equipment shall be coordinated with the site supervisor or Contracting Office 14 days prior to delivery.

c. CONTRACTOR VEHICLES

- i. All vehicles shall display a valid state license plate and safety inspection sticker, if applicable, and shall be maintained in good repair. The company name shall be displayed in a clearly visible manner and size on each Contractor vehicle used in the course of work. Registration and proof of insurance shall be kept in the vehicle, and drivers shall be properly licensed.

d. SECURITY REQUIREMENTS:

- i. All security requirements apply to all subcontractors and suppliers associated with this contract. Comply with the following:
  - 1. Do not publicly disclose any information concerning any aspect of the materials or services relating to this contract, without prior written approval of the Contracting Officer.
  - 2. Do not disclose or cause to be disseminated any information concerning the operations of the activity's security or interrupt the continuity of its operations.
  - 3. Do not disclose any information to any person not entitled to receive it. Failure to safeguard any classified information that may come to the Contractor or any person under his control, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C., Sections 793 and 798.
- ii. Direct to the Contracting Officer for resolution all inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information.
- iii. Coordinate photography requirements with the Contracting Office. Some areas restrict or prohibit photographing Government property.
- iv. Deviations from or violations of any of the provisions of this paragraph, will, in addition to all other criminal and civil remedies provided by law, subject the

Contractor to immediate termination for default and withdrawal of the Government's acceptance and approval of employment of the individuals involved.

e. IDENTIFICATION OF CONTRACTOR PERSONNEL

- i. All Contractor personnel, including subcontractors, will wear a brightly colored reflective safety vest (ANSI Class 1 or better) while at the job site or visiting other areas of the base as may be required to complete the work.