



## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION A - SOLICITATION/CONTRACT FORM

The required response date/time has changed from 14-May-2023 12:00 PM to 16-May-2023 12:00 PM.

The Issued By organization below has been added:

MICC - FORT CAMPBELL

BLDG 6923 38TH AND DESERT STORM

FORT CAMPBELL KY 42223

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

STATEMENT OF WORK**DESCRIPTION AND SPECIFICATIONS****MULTIPLE AWARD (MA) INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)****STATEMENT OF WORK (SOW)**

1. GENERAL. This is a construction services contract to fulfill construction and Design Build requirements at Fort Campbell, Kentucky. The Government shall not exercise any supervision or control over the Contract Service Providers. The Contractor shall perform to the standards specified in this SOW. Contract Service Providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and construction services necessary as defined in this SOW.

1.1. Description of Work: The MAIDIQ will be used to execute a broad range of maintenance, repair, and new construction projects on real property at Fort Campbell, Kentucky. During the contract span, the Government will identify Tasks required to complete each project. The Contracting Officer (KO) will issue Requests for Task Order Proposal (RTOP) to the awarded Contractor(s) to compete for projects. The projects will include tasks associated with New Construction, Maintenance and Repair (M&R) related to variety of trades such as: carpentry, roofing, painting, electrical, Heating Ventilation and Air Conditioning (HVAC), plumbing, masonry, demolition, roadwork, storm drainage, earthwork, welding, construction of new structures or facilities, energy conservation, environmental, logistical, operational type work and other general construction work deemed necessary to support the Directorate of Public Works (DPW) Fort Campbell's mission requirements. The Contractor shall provide all management, supervision, labor, supplies/materials and tools/equipment necessary to provide Construction Services as described herein.

1.1.1. This is a contract primarily for construction services. The Design-Build (DB) approach may be required in some Task Orders (TOs) in which the Contractor shall be responsible for all design work as well as construction work associated with a particular requirement. The Contractor shall be required to perform all necessary operations to survey the problem areas, evaluate and recommend solutions, provide design, and develop/implement work plans. The work effort to perform Construction (New construction and M&R) includes, but is not limited to, the following construction categories:

1.1.1.1. Planning: Establish the requirement for Information Management Process (IMP) etc.

1.1.1.2. Cost Estimating: Forecasting cost to project etc.

1.1.1.3. Commissioning Authority: testing of mechanical systems etc.

1.1.1.4. Civil: Site preparation, excavation, paving, storm drainage, water treatment, etc.

- 1.1.1.5. Landscape architecture: Hardscape, softscape design etc.
- 1.1.1.6. Structural Engineering: Steel frame structures, foundation, etc.
- 1.1.1.7. Architecture Engineering: Brick, block, stick frame, steel frame structures, etc.
- 1.1.1.8. Architectural programming: Research, identify strategies, summarize program etc.
- 1.1.1.9. Interior design: Structural Interior Design (SID) and Furniture, Fixtures and Equipment (FF&E) packages, etc.
- 1.1.1.10. Plumbing engineering: Storm water, sewer, natural gas, domestic water, irrigation water special waste and waste systems, etc.
- 1.1.1.11. HVAC and refrigerating engineering: Heating Ventilation Air Condition and Refrigeration etc.
- 1.1.1.12. Electrical engineering: Primary and secondary supply, generator, motors etc.
- 1.1.1.13. Lighting design: interior and exterior lighting etc.
- 1.1.1.14. Information Technologies Engineering: telecommunications, data, building operation controls etc.
- 1.1.1.15. Fire protection engineering: fire detection, suppression and communication system etc.
- 1.1.1.16. General Labor: Laborer, Truck Driver, Tractor Operator, General Maintenance Worker.

1.1.2. Typically, plans and specifications will be provided by the Government for construction of structures and facilities, M&R as it relates to construction, maintenance/repair, inspection, and/or testing of equipment.

1.1.3. All work shall be completed within specified deadlines, within the negotiated price and performance period, and as stated in the individual TOs.

1.1.4. General Work to Be Performed: Listed below are general types of work to be performed by the Contractor. This list is not all-inclusive.

1.1.4.1. Architectural - Enclosures, shelters, building systems, mobile buildings, chimneys, grout, mortar, concrete, brick, concrete masonry units (CMUs), waterproofing, insulation, caulking and sealant, roofing, gutters, drains, metal decking, joists, siding and exterior surfacing, levelers, docks, ramps, stairs, shelving, windows, doors, painting, finishes, louvers, awnings, shutters, panels, grills, ceilings, acoustical areas, walls, paneling, flooring (conductive and nonconductive), carpeting, tiles, builder's hardware, signage, metals, woods and plastics, millwork, thermal and moisture protection, playground equipment, fireproofing, equipment systemization layouts, building fixtures and furnishings, and handicap systemization.

1.1.4.2. Civil – Topographic surveying, grading and earthwork, surface and subsurface storm drainage and drainage control structures, storm water management, erosion and sediment control, clearing and grubbing, incidental paving such as parking areas and pavement markings.

1.1.4.3. Electrical – Electrical distribution and network balancing (aerial and underground), transmission lines, poles (telephone and power), towers, ducts, raceways, conduits, tubing, connectors, wires, cable, cable trays, outlet boxes, cabinets and enclosures, supports, fiber optics cable and equipment, manholes, concrete pads, insulators, lighting arrestors, transformers, capacitors, switches, relays, fuses, grounding, lighting protection, cathodic protection, service entrances, panel boards, circuit breakers, motor control centers, special equipment/systems, targeting systems, resistance heating, starters, uninterrupted power supplies (UPS), beacons, batteries, generators, solar systems, receptacles, lighting fixtures, lamps, ballasts, equipment connections, special outlets, disconnect switches, splices, terminations, control systems, security systems, intrusion detection systems, utilities monitoring and control system (UMCS), and similar microprocessor environmental control systems, audio and visual communication system, telephone systems, instrumentation systems, and fire detection and alarm systems.

1.1.4.4. Environmental - Industrial and sanitary sewers, waste treatment facilities, septic tanks with drains, portable toilets, wells, water treatment facilities, water distribution systems, potable and fire water supplies including wells, piping, pumps, valves, sprinklers, water use analysis, and hazardous waste analyses, and disposal of waste products.

1.1.4.5. Mechanical - HVAC systems and components, chillers, refrigerants, cooling towers, air handling equipment, energy conservation, heat transfer surfaces, furnaces, air distribution, valves, pumps and associated

piping and ducts, conveying systems, elevators, dumbwaiters, moving walks, box conveyors, hoists and cranes, lifts, escalators with associated electrical and hydraulic controls, incinerators, boilers, material handling systems, dryers, steam lines, transient tubes, shredders, plumbing fixtures, special equipment/systems, sterilization systems, fuel distribution (i.e., propane, natural gas, and slurries), petroleum oil lubricants (POL), storage tanks for fuel, gas, water and sewage, piping systems, fire suppression (water, chemical, and gas), fuel use and leak analyses, sterilizers, compressed air production and distribution systems, medical and industrial gas distribution systems, exhaust systems, steam systems, pipe insulation, and plumbing systems involving water, solids, and hazardous waste.

1.1.4.6. Safety – Life safety, fire protection systems, industrial hygiene, inflammatory gases, medical safety and hygiene, asbestos and/or lead based paint evaluation and (removal/encapsulation), blast distances, and Failure Mode and Effective Analyses (FMEA), Occupational Safety and Hazards Act (OSHA) and American Disability Act (ADA) evaluations.

1.1.4.7. Structural – Structural design and analysis of building systems, bridges, landscape and other retaining walls and ancillary structures (concrete, masonry, steel, etc.), foundations, underwater structures, reinforced concrete, equipment mounting, shock isolation, reinforced masonry, wood, steel joists, steel decks, structural steel frame systems, steel bracing, seismic design and evaluations, steel connections, non-building structures, welding procedures, detailing of structural components and hardened (protective) structures. Earthquake consideration of utility systems. Non-building structures such as elevated tanks, vertical tanks on ground, horizontal tanks, retaining walls and buried structures. Anchorage and support of mechanical and electrical equipment. Application of Unified Facility Criteria (UFC) design requirements for blast, projectile, progressive collapse, industry building codes and standards.

1.1.4.8. Systems – Quality Control (QC), Operations and Maintenance (O&M) manuals and procedures both preventative and breakdown, training, human factors engineering. Upgrade assessments, equipment inventories, Operation, and Maintenance documentation to obtain support. Energy system surveys. O&M and training efforts shall be required to support M&R. System/equipment and life safety repair and maintenance efforts for existing systems/equipment may be required. Logistical support shall be provided where required. Accreditation surveys to determine if M&R efforts shall be conducted.

1.1.4.9. Asbestos and/or lead based paint – Abatement may be required during equipment/systems remediation. On- site inspection of M&R effort shall be required. Demolition and/or temporary removal and reinstallation of supporting elements in the project related areas shall be required. Surveys and assessments of systems/equipment may be required prior to M&R action. Onsite inspection and acceptance services shall be required. Ancillary work necessary to support the M&R action project or to restore the work area to the condition prior to the M&R action project shall be included in this contract. This objective shall be achieved through the issuance of TOs and shall be in accordance with (IAW) the terms of this contract for all of the tasks described herein or additional tasks described in specific TOs.

1.2. Exact work/task to be performed – Will be indicated on individual TOs. The Contractor shall complete all work and services under this contract IAW schedules that will be indicated in individual TOs.

1.3. Minimum Qualifications and Types of Positions within Professional Levels: The Contractor must possess a variety of skills in order to perform TOs under this contract. There is no limitation on the use of employees with qualifications exceeding those listed. Minimum qualification standards for professional levels and types of positions for levels are specified below:

1.3.1. **Key Personnel Positions:** The key positions are identified as Project Manager (PM), Project Superintendent, QC Manager, and Site Specific Health Officer (SSHO).

1.3.1.1. Professional Level 1 – includes Project Superintendent, QC Manager, SSHO, and Contract Administrator; shall have five (5) years of experience in maintenance, repair, rehabilitation, and construction projects.

1.3.1.2. Professional Level 2 – includes Architectural, engineering, training and engineering support

professional(s), and senior engineers (except Safety), and training specialist; shall have a recognized Bachelor's degree from a fully accredited college in engineering or related field; three (3) years of design, design review and engineering service experience in maintenance, repair, rehabilitation and construction projects.

1.3.1.3. Professional Level 3 – includes Registered Professional Engineers; shall have a recognized Bachelor's degree from a fully accredited college in engineering or architecture; ten years of experience in engineering, design in maintenance, repair, rehabilitation and construction projects.

1.3.1.4. Professional Level 4 – includes PMs; shall have a recognized Bachelor's degree from a fully accredited college in engineering, related technical field, business/management, or the validated work equivalency experience. The PM must possess ten (10) years of experience in Construction Management and Supervision, or five (5) years of experience in Engineering, design in maintenance, repair, rehabilitation, and construction projects.

1.3.1.5. Key Design Team Personnel. The Contractor's staff shall meet the position requirements as stated in section 1.3.1.2 of this SOW. When the Contractor substitutes any of the personnel identified as key design team personnel, they shall be designated in writing ten (10) business days prior to performing work on this contract (listing name, address, work cell phone number, and work email address) to the KO. The Government reserves the right to approve/disapprove personnel based on the position requirements as stated in this SOW. The Contractor shall provide personnel to design projects on the resulting contract with at least three (3) years of experience in the disciplines found in sections 1.1.1.1 to 1.1.1.15 of this SOW.

1.3.2. Registered professional engineers, architects, and industrial hygienists shall certify with their signature and stamp all TO efforts involving Life Safety and/or fire protection situations as well as to certify proper usage of codes and standards.

1.3.3. PM. In addition to the minimum qualifications outlined in Professional Level 4 for PMs, all Contractors' work shall be executed under the direction of the Contractor PM. The PM shall oversee task accomplishment, administer all instructions, and answer all questions from the KO pertaining to the TOs during the life of the contract. The PM shall be responsible for complete coordination of all work under this contract to include procurement of materials, competition, and the acquiring and tracking of Subcontractors. All work shall be accomplished with adequate internal controls and review procedures, which will eliminate conflicts, errors, and omissions and ensure the technical accuracy of all output. In addition, the PM shall ensure there is an adequate number of superintendents to support multiple simultaneous projects (See Federal Acquisition Regulation (FAR) Clause, 52.236-6, Superintendence by the Contractor).

1.3.4. Contractor's Superintendent and QC Manager: The Contractor shall provide the job Superintendent's and QC Manager's name and telephone number to the Contracting Officer's Representative (COR), five (5) days prior to commencement of work on any TO. At all times during performance of this contract and until the work is completed/accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent Superintendent who is satisfactory to the KO and has the authority to act for the Contractor. In addition to the above experience requirements, the QC Manager shall have completed and passed the Corps of Engineers' course entitled "Construction Quality Management for Contractors" and provide a current certificate (within five (5) years of issuance of TO). Alternate(s) for these positions shall be identified in the Quality Control Plan (QCP) to serve in the event of the primary designated individual's absence. The requirements for the alternates shall be the same as for the primary designated individual.

#### 1.4. General Information

1.4.1. Codes and Standards. The site surveys, site visits, work plans, studies, calculations, remedial actions, equipment repair, startup, and testing and/or related work shall conform to the requirements of this contract. The Contractor shall adhere to codes and standards as specified herein as well as those specified in the individual TO. All codes and standard requirements shall be based on the most current edition of the applicable codes and standards at the time of TO Award of applicable codes. All work shall comply with all applicable Local, State, National and/or Installation codes.

1.4.2. Safety and Health Program. The Contractor shall establish a Safety and Health Program, which shall provide safety and health protection as required by Engineers Manual (EM) 385-1-1 SAFETY AND HEALTH REQUIREMENTS MANUAL – USACE. A copy of the safety manual is available at the following website: [https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

1.4.2.1. Site activities in conjunction with this program may pose safety hazards requiring specialized expertise to effectively address and eliminate. The Contractor shall be responsible for preparing and implementing an effective safety and health program, including preparing a Master Contract Site Safety and Health Plan (SSHP) IAW the EM 385-1-1 Appendix-A (APP) and Contract Data Requirements List (CDRL 002, Site Safety and Health Plan), except as amended in the TO and/or as further instructed by the KO. This SSHP shall be submitted to the KO for approval within 30 days after base contract award and shall address the elements specific to the divisions of work under the SOW. The SSHP shall include who the designated SSHO is for the base contract and projected TOs. A designated individual shall have direct responsibility for the overall Safety and Health Program. Each site activity shall have a designated individual responsible for the site safety. Any changes to the SSHP shall be submitted to the COR prior to the changes being made and within five (5) business days when changes are made thereafter. After acceptance of the SSHP plan, the Contractor shall receive the Engineer's and COR's acceptance in writing of any proposed change to the SSHP. The KO may also direct the Contractor to make changes to this plan should new policies, regulations, technologies, etc. directly affect the intent of such a plan. The SSHO must be named in writing for each TO and shall have a minimum of 1-year experience implementing Safety and Occupational Health procedures. Contractor shall produce, as a submittal, a copy of their instructor signed OSHA 30-hour training card and shall maintain eight (8) hours of documented annual refresher training. The SSHO must be on site whenever material is being delivered or work is being done on site. SSHO's must be dedicated to each project and cannot be "shared" between different project sites.

1.4.2.2. The Contractor must prepare a SSHP for each TO IAW EM 385-1-1 Appendix-A and submit within 14 days of the Notice to Proceed (NTP) to be approved by the Government. In addition, an Activity Hazard Analysis (AHA) must accompany such Safety Plan for each Definable Feature of Work (DFOW). SSHP to include AHA's with the Risk Assessment Code (RAC) shall be reviewed and approved prior to start of any physical construction. Should activities identified in the AHA have a High or Extremely High Risk Assessment as determined by the contract SSHP and approved by the Engineer, the Contractor shall have a dedicated SSHO on-site during the execution of these specific High or Extremely High Risk activities.

1.4.2.2.1. Low and Medium Risk Activities: The Government is allowing the Project Superintendent to also be tasked with QC and SSHO duties and shall be submitted in writing and possess all necessary training for QC and SSHO positions. They will be required to be on-site at all times during any phase of work. Should the Project Superintendent, QC, and or SSHO be absent from the project site while work is being performed, the Contractor must have delegated an alternate in writing and communicated said alternate to the COR.

1.4.2.2.2 High and Extremely High Risk Activities: Identified in varying tables of the EM 385-1-1. Some examples may include, but are not limited to, and will depend on the RAC assessed on the AHA: crane operations, heavy equipment operations (forklift, dump truck, etc.), roof work, medium voltage tie-in and other activities designated by the Contractor.

1.4.3. Quality Control Plan (QCP). The Contractor shall provide their written QCP to the KO with their proposal submission. Final changes/updates must be submitted for acceptance within 30 days of the base contract award. The QCP shall be prepared IAW CDRL 003. Additionally, the Contractor must provide a TO specific QCP IAW individual TO specifications within 14 days of issuance of NTP. Changes may be reflected as a Summary sheet that cross references the original QCP language by paragraph to the proposed text.

1.4.3.1. QC shall be IAW the submitted and approved QCP. The Contractor shall designate in writing the PM and the on-site Project Superintendent required to be on-site during material delivery or anytime work is ongoing (FAR 52.236-6). The Contractor shall designate in writing the QC Representative. The Project Superintendent and QC Representative may be the same individual if the individual has received the appropriate training. The Contractor's QCP shall demonstrate its prevention-based outlook by meeting the objectives stated in the SOW throughout all areas of performance. The QCP shall be developed to specify the Contractor's responsibility for management and QC actions to meet the contract terms. The QCP, at a minimum, shall address QC organization,



names and qualifications, duties, responsibilities and authorities of QC personnel for the Prime Contractor and Subcontractors, Off-Site Fabricators and Suppliers, Outside Organizations for AE consultation, appointment letters, phrases of control, continuous process improvement; procedures for scheduling, conducting and documentation of inspection; discrepancy identification and correction; corrective action procedures to include procedures for addressing Government discovered non-conformances; procedures for root cause analysis to identify the root cause and root cause corrective action to prevent re-occurrence of discrepancies; procedures for trend analysis; procedures for collecting and addressing customer feedback/complaints.

1.4.3.2. The Contractor must prepare a QCP for each TO which shall be incorporated into and become part of this contract upon Government acceptance. Any changes must be approved by the Government. Proposed changes shall be submitted in writing to KO and the COR five (5) days prior to implementation. The Contractor's QCP shall be maintained throughout the life of the contract and shall include the Contractor's procedures to routinely evaluate the effectiveness of the plan to ensure the Contractor is meeting the performance standards and requirements of the contract.

1.4.3.3. Contractor Quality Control Report – Daily reports are due no later than (NLT) 1200 CST, the following business day. Weekly reports are due NLT 1200 CST the first business day of the following week. These shall include any summary information used to track QC, including any charts/graphs.

1.4.3.4. Project Coordination Meetings: As determined by the Engineer, weekly or bi-weekly project coordination meetings may be required based on the complexity of project. Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Review progress since the last coordination meeting. Determine whether the contract is on time, ahead of schedule, or behind schedule, in relation to the Contractor's approved construction schedule. Determine how construction behind schedule will be expedited. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the completion schedule. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the Contractor Quality Control (CQC) operations, control activities, testing, administration of the system, and the interrelationship of the Contractor's Management and Control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the COR and shall become part of the contract file and stored in the Surveillance and Performance Monitoring (SPM) file. There may be occasions when subsequent conferences will be called by either party to clarify mutual understandings and/or address deficiencies in the CQC system or procedures, which may require corrective action by the Contractor.

1.4.4. Non-conformance Report (NCR): When the Contractor's performance on an individual TO is not within the contractable standards or Acceptable Quality Level (AQL). The Local MICC Quality Assurance Specialist (QAS) shall validate the NCR and assign a level of Non-Conformance IAW FAR 46.101. Only the KO shall issue a NCR. Level 1 NCRs do not require a corrective action plan (CAP). Once written by a MICC QAS and then signed by the KO, the Level 1 NCR is archived for future determination of reoccurrence. Level 2 and 3 NCRs require a CAP by the Contractor. The Contractor shall reply in writing to the KO within ten (10) days from the date of receipt of the NCR, providing a CAP with a root cause analysis and procedures to preclude recurrence. The KO has the option to accept or reject the CAP. Once the KO accepts the CAP the Contractor has thirty (30) days to comply. Final inspection of the Contractors CAP shall be provided by the COR or QAS.

#### 1.4.5. Inspection of Construction:

1.4.5.1. Work includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

1.4.5.2. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the KO and is subject to Government inspection and test at all places and at all reasonable

times before acceptance to ensure strict compliance with the terms of the contract.

1.4.5.3. Government inspections and tests are for the sole benefit of the Government and do not –

1.4.5.3.1. Relieve the Contractor of responsibility for providing adequate QC measures;

1.4.5.3.2. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

1.4.5.3.3. Constitute or imply acceptance; or

1.4.5.3.4. Affect the continuing rights of the Government after acceptance of the completed work.

1.4.5.4. The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the KO's written authorization.

1.4.5.5. The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the KO. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full scale and performance tests shall be performed as described in the contract.

1.4.5.6. The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements; unless, in the public interest, the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

1.4.5.7. If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

1.4.5.8. If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its Subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the KO shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed; thus causing an extension of time.

1.4.5.9. Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the KO determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

1.4.5.10. The Contractor Quality Control (CQC) Manager shall inspect all work and develop a punch list and provide the COR near the completion of the project. When all punch list items have been corrected the Contractor will inform the COR they are ready for subsequent inspections.

1.4.5.11. The COR and Engineer will then inspect the contract work and provide a punch list to the Contractor for corrections, after those corrections have been made the Pre-Final Inspection will be held. The Pre-Final Inspection will include other entities such as the Customer, Fire Protection, Electrical, DPW, etc. The Contractor will make note of any items brought up at this inspection and make all contract required corrections.

1.4.5.12. The Final Inspections will verify all previous punch list items have been corrected and if so, accept the



project and take occupancy.

#### 1.4.6. Property Management System (PMS): RESERVED

1.4.7. Recognized Federal Holidays: The Contractor is normally not required to perform services on recognized Federal Holidays. However, that requirement is subject to mission execution requirements; and, work on Holidays, when required, will be annotated on the individual TO. The recognized Federal Holidays include:

New Year's Day	1st day of January
Martin Luther King Jr.'s Birthday	3rd Monday of January
Presidents Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	9th day of June
Independence Day	4th day of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veterans Day	11th day of November
Thanksgiving Day	4th Thursday of November
Christmas Day	25th day of December

1.4.7.1. When a holiday occurs on a Saturday, Federal Employees are normally granted the preceding Friday as the holiday observance. When a holiday occurs on a Sunday, Federal Employees are normally granted the following Monday as the holiday. If the Contractor makes a determination to observe any Federal Holiday, it shall be on the same day as Government personnel. Federal Holidays also include any Presidential or Congressionally designated days off other than the holidays listed above.

1.4.7.2. Installation Closures. When an unforeseen Installation closure occurs on a regularly scheduled day of work, the Contractor shall reschedule the work on any day that is mutually satisfactory.

1.4.8. Hours of Operation: The Contractor shall be responsible for providing services, between the hours of 7:30 AM – 4:00 PM, Monday through Friday, except Federal Holidays or when the Government facility is closed due to local or national emergencies, administrative closings or similar Government directed facility closings, unless the TO states otherwise. The Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential to successful performance under this contract. Work outside normal duty hours shall be coordinated with and approved by the COR.

1.4.9. Place of Performance: Contractor shall have routine access to Government-controlled facilities. The work performed at the TO Level shall be performed at Fort Campbell in the states of Kentucky and Tennessee; or, on real property assigned to Fort Campbell.

1.4.10. Key Control: *(To be determined at the TO level)* Per Army Regulation (AR) 380-5, Army Information Security Program, the Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the QCP. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the KO and COR within 2 hours of when key control was compromised.

1.4.10.1. In the event keys other than master keys are lost or duplicated, the Contractor shall, upon direction of the KO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government,

the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly progress payment due to the Contractor.

1.4.10.2. The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor's personnel. The Contractor shall prohibit the opening of locked areas by Contractor personnel to permit entrance of persons other than Contractor personnel engaged in the performance of assigned work in those areas; or, personnel authorized entrance by the COR.

1.4.10.3. Lock Combinations. (If applicable) The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations.

1.5. Permits. The Contractor shall be responsible for identifying, notifying appropriate authorities, and obtaining all permits necessary to perform work from Federal, State, Local, or Installation Agencies. In addition, the Contractor shall be responsible for notifying Federal, Local, and State Agencies of asbestos abatement and other requirements. IAW contract clause FAR Clause 52.236-7 "Permits and Responsibilities", should any permit requirements change during contract performance, the Contractor shall bear the burden of any extra costs.

1.6. Cameras or video equipment. All persons must have signed approval to take video, still or digital photos (including a cell phone) on any part of Fort Campbell. For each individual seeking permission, the Contractor must provide written request(s) to the KO for approval. The Government will review and may issue a camera pass within seven (7) days of request, when appropriate. If the request is granted, the Government representative will leverage internal resources to provide the Contractor with the needed documentation.

1.7. Environmental Protection. The Contractor shall perform all work in such a manner as to minimize the pollution of air, water, or land and to control noise and dust IAW Installation, State, and Federal Environmental Regulations.

1.8. Site Security. The Contractor shall provide site security IAW AR 190-13 The Army Physical Security Program for each individual TO. The Contractor shall maintain the site and all other Contractor-controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The Contractor shall comply with additional site security regulations as identified in individual TOs.

1.9. Accident Reports. The Contractor shall comply with accident reporting requirements as outlined in OSHA regulations and AR 385-10, The Army Safety Program, for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. All accident reports shall be submitted to the KO within five (5) days of occurrence, whenever an accident involving personal injury or Government owned property occurs.

1.10. Public Affairs. The Contractor shall not publicly disclose any data generated or reviewed under this contract. The Contractor shall refer all requests for information, including information concerning site conditions to the KO for comment.

1.11. Submittals, Certificates of Compliance and Material Submittals. The Contractor shall submit for approval all certificates of compliance and material submittals required in the SOW (technical specifications) provided at the TO level. Required submittals shall be submitted for approval as specified for each task to achieve compliance with the approved project schedule. Approval must be received from the Government before incorporating the materials into the work.

1.12. Contract Data Requirements List (CDRL). Technical Exhibit (TE) A, Contract Data Requirements List, outlines contract data requirements for this contract to include the frequency, number, and destination of submittals as well as related KO requirements. These requirements are also referenced in the scope of work by title and CDRL. CDRLs also contain additional contractual requirements. The CDRL is alphanumeric in that it is composed of alphabetical letters and sequential data submittal requirements numbers; i.e., CDRL 001, Proposal, is the first data submittal requirement for the Project. The contract data requirements list is cross-referenced between

the scope of work and TE A, CDRL List.

1.13. Contractor Personnel Appearance and Performance: It is essential that all Contractor personnel meet the highest standards of professionalism and personal integrity. Workers shall wear proper attire at all times consisting of full-length pants (no shorts), shirts (short-sleeve minimum unless otherwise stipulated in EM 385-1-1), proper shoes (safety toed leather), and hard hats/safety helmets are required IAW EM 385-1-1 and high visibility/reflective vests or shirts, eye, ear and hand protection, where applicable. No smoking in buildings. The Army has banned use of all tobacco products in all Army facilities. Contractor employees and visitors are subject to the same restrictions as are Government personnel. Smoking is permitted only in designated smoking areas. The Contractor shall ensure that all lunch and break time debris are contained and removed from the site at the end of each period and properly disposed. Profanity is strictly prohibited.

1.14. Access and General Protection/Security Policy and Procedures: All Contractor personnel performing work under this contract shall comply with applicable Installation, Facility and Area Commander Installation/Facility Access, local security policies and security procedures provided by the Security Manager Government representative. Contractor personnel shall provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office (PMO), Director of Emergency Services or Security Office. Contractor personnel shall comply with all personal identity verification requirements as directed by Department of Defense (DoD), Department of Army (DA) or local policies. In addition to the changes otherwise authorized by this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor and Subcontractor security matters or processes.

1.14.1 The Contractor and all associated Sub-contractor employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05, Policy and Implementation Procedures for Common access Card credentialing and Installation Access for Uncleared Contractors/AR 190-13, The Army Physical Security Program), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by the Government representative).

1.14.2. For Range access, the Contractor shall coordinate through the COR and have approval from Range Control. The Contractor will be required to complete an Unexploded Ordinance training through the Range prior to the start of the first TO under this contract. See Para. 1.14.6. for required training.

1.14.3. AT Level I Awareness Training: Contractor personnel performing work under this contract that require access to Army installations, facilities and controlled access areas shall complete AT Level I Awareness Training within 15 days after commencing performance under this contract. The Contractor shall submit employee certificates of completion within 15 days after completion of the training. AT Level I Awareness Training is available at the following website: <https://www.mepcom.army.mil/Home/Contractors.aspx>

1.14.4. iWATCH Training: The Contractor shall brief all personnel performing work under this contract on the local iWATCH Project [training standards provided by the requiring activity Anti-Terrorism Office (ATO)]. This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 15 days of contract award with the results submitted to the Engineer NLT 15 days after contract award. New employees shall complete the training within 15 days of commencing performance of work under this contract. iWATCH Training is available at the following website: <https://www.mepcom.army.mil/Home/Contractors.aspx>

1.14.5. OPSEC Awareness Training: IAW AR 530-1 Operations Security, the Contractor employees must complete Level I OPSEC Awareness Training. This training shall be completed within 15 days of contract award. New employees must be trained within 15 days of their reporting for duty and annually thereafter. OPSEC Awareness Training for Contractors is available at the following website: <https://www.mepcom.army.mil/Home/Contractors.aspx>. The contractor shall develop an OPSEC Standing Operating Procedure/Plan within 90 calendar days of contract award, to be reviewed and approved by the Fort

Campbell OPSEC Officer.

1.14.6. Un-Exploded Ordinance (UXO), and Explosive Ordnance Disposal (EOD) Training: This training is mandatory when working at ranges and/or impact areas as identified in specific TOs. The Contractor shall complete unexploded ordinance training through Ft Campbell Range Operations prior to beginning the first project under this contract. The Contractor shall coordinate through the COR to schedule the two (2) hour training course and shall provide all certificates of completion to the KO/COR within fifteen (15) days of TO award. Each individual including the Prime Contractor, Subcontractor and possibly Suppliers that may be working or present on these sites shall have this training. The training encompasses identifying potential UXO and what procedures to follow when suspect materials are encountered when personnel are permitted access to any area known or suspected to contain Improved Conventional Munitions (ICM) or sub-munitions so they will be fully appraised of the potential dangers and the safeguards to be exercised.

1.15. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK: The Contractor shall be required to commence work by an agreed upon date specified in the NTP letter issued at the TO level. The Contractor shall complete the entire work not later than the negotiated performance schedule specified in the TO.

1.16. SUB-CONTRACTORS: The Contractor shall submit to the KO a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction IAW FAR Clause 52.222-11, Subcontracts (Labor Standards), within 14 days after award of a TO. The Prime Contractor must manage and control multiple Subcontractors at multiple job locations. In addition, the Prime Contractor must ensure Subcontractors are fully complying with the contract requirements.

**1.17. Response Requirement:**

1.17.1. Upon notification of a routine TO requirement, the Contractor shall respond to the Government as stated in the Request for Task Order Proposal (RTOP).

1.17.2. In the event of an emergency TO requirement, the Contractor's response time will be as soon as directed by the KO. The Contractor or its designated representative who is able to make decisions and obligate the company must be readily available to communicate with the KO.

1.17.3. Design Documents, General. Design and submittal documents prepared by the Contractor for TOs requiring design shall comply with the following requirements and shall not be executed until the Government has reviewed and approved all documentation, including but not limited to, proper work classification.

1.17.3.1. Categories of Work. Whenever a project deals with multiple categories of work, the drawings, bid schedule, and cost estimate shall be developed so that a distinction can be made between items that are associated with each classification of work (usually either Minor Construction or Repair). Notes shall be affixed throughout the TO drawings to clearly distinguish between work that is Repair and work that is Minor Construction. Similarly, notes shall be affixed throughout the TO drawings to clearly distinguish when there are items of work representing unapproved design drawings. Allocate space on the title page for identification of Minor Construction (MC) and Repair (R) symbols. Entitle the space "WORK CLASSIFICATION", using 1/4" lettering as a minimum. MC and R will identify items on any following sheets that contain such work. When applicable, each work category and associated Additive items shall be accounted-for and priced separately on the TO price proposal. Additive items shall be priced separately, complete with Overhead and Profit (OH & P). When different work classifications apply to Additive items, they shall be noted on the drawings and price proposal as well. Completed final design submittals, drawings, and price proposals shall clearly define the different items associated with each classification of work, including Additive items. The Government will identify any anticipated Additive work items and expected work categories the Contractor will be responsible for tracking when it issues the RTOP.

1.17.3.2. Drawings. The Government will indicate the level of final design documents required for each individual project as a part of TO scoping. Design submittals, whether at 35, 65, 95, and/or 100% completion

level and the required submittal dates will be negotiated as part of the TO. Once awarded to a Contractor and the NTP for the TO is issued only those items of work that have been approved by the Government, may begin construction concurrent with design. Each drawing sheet shall be prepared in computer-aided design (CAD) Bentley MicroStation Design (DGN) format and have an approved title block and border. The Engineer shall require certain certifications or professional seals on some or all designs. The title block shall contain project information provided by the Government, including but not limited to: project number, project title, drawing number, TO number, and design completion date. The Contractor shall prepare drawings for Government approval prior to the start of construction. The number and type of drawings required will be based on the SOW of each TO, and will consist of some or all of the following:

- 1.17.3.2.1 Site Map Cover sheet with Title and Approval block
- 1.17.3.2.2. Existing Site Plan
- 1.17.3.2.3. Final Site Plan
- 1.17.3.2.4. Grading Plan
- 1.17.3.2.5. Erosion and Sedimentation Control Plan and Details
- 1.17.3.2.6. Water/Sewer Utility Provider Coordination Plan
- 1.17.3.2.7. Floor Plans
- 1.17.3.2.8. Elevation
- 1.17.3.2.9. Finish Schedule
- 1.17.3.2.10. Wall and Roof Sections
- 1.17.3.2.11. Window and Door Schedules
- 1.17.3.2.12. Ceiling Plan
- 1.17.3.2.13. Mechanical Plan
- 1.17.3.2.13. Plumbing and HVAC Riser Diagrams
- 1.17.3.2.14. Exterior Electrical Utility Provider Coordination Plan
- 1.17.3.2.15. Power Plan and Panel Schedule
- 1.17.3.2.17. Electrical Plan and Lighting Plan with Schedule
- 1.17.3.2.18. Fire Protection Plan
- 1.17.3.2.19. Telephone Plan
- 1.17.3.2.20. All Demolition work shall be shown on separate drawings

1.17.3.3. CAD drawings shall be submitted on Compact Disk (CD)/storage devices for both progress drawings and As-built drawings. The plot area of each sheet shall be 24" x 36". With the drawing submittals, the Contractor shall include a narrative that describes layering, line type, color schemes, etc. that were used for each file or plan sheet.

1.17.3.4. Color Boards. When a project color board is required by a TO, three (3) sets of color boards shall be submitted by the Contractor, in addition to any samples required elsewhere in the technical specifications. Such submittals shall be made not less than 30 days prior to the date needed to comply with the approved project schedule. Each set of boards shall include samples of colors and finishes of all interior and exterior surfaces such as walls, partitions, floors, flashing, windows, and ceilings. The samples will be presented on 8-1/2" x 11" boards or modules with a maximum spread of 24" x 31-1/2" for foldouts, and to fit in a standard three (3)-ring binder. The Contractor shall certify that he/she has reviewed the color samples and that they comply with the contract drawings and specifications. If multiple material and finish schemes are required, samples shall be identified by scheme and referenced by room names/numbers on the contract floor plans and room finish/color schedule.

1.18. Data Rights: The Government has unlimited rights to all documents/material produced under this contract to the extent permitted by the data rights clauses. The parties mutually acknowledge their understanding that this is the Government's intent. All documents and materials, to include the source codes of any software, produced under this TO shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or

sold by the Contractor without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.19. Organizational Conflict of Interest (OCI):

1.19.1. Purpose. To aid in ensuring that:

1.19.1.1. The Contractor does not obtain an unfair competitive advantage by establishing the ground rules for a future competition;

1.19.1.2. The Contractor's objectivity and judgment are not biased because of its present or future interests (financial, contractual, organizational, or otherwise) which relate to work performed under this contract; and

1.19.1.3. The Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public or proprietary information belonging to others.

1.19.2. Definitions.

1.19.2.1. The term "Contractor" herein used in section 1.19., OCI, means: (a) the organization (here-in-after referred to as "it" or "its") entering into this agreement with the Government; (b) all business organizations with which it may merge, join or affiliate now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it; (c) it's parent organization, if any and any of its present or future subsidiaries, associates, affiliates, or holding companies, and; (d) any organization or enterprise over which it has direct or indirect control now or in the future.

1.19.2.2. The term "proprietary information" for purposes of section 1.19., OCI, means any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

1.19.3. OCI Examples. The following examples illustrate situations in which OCIs may arise. These examples are not all inclusive.

1.19.3.1. Biased Ground Rules. This type of conflict may arise in situations where a company sets the ground rules for a future competition. For example, when a Contractor develops requirements then competes to provide products or services to satisfy those requirements, thus obtaining a competitive advantage.

1.19.3.2. Impaired Objectivity. This type of conflict may exist where a Contractor's obligations under a contract require objectivity, but another role of the Contractor casts doubt on its ability to be truly objective. An example of this type of conflict is where a Contractor's work under one (1) contract entails evaluating itself, its affiliates, or its competitors under a separate contract.

1.19.3.3. Unequal Access to Information. This type of conflict may arise when a Contractor has access to nonpublic or proprietary information as part of its performance under a contract that gives it an unfair advantage in a competition for a later contract.

1.19.4. General Constraints. The provisions of FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, concerning organizational conflicts of interest govern this contract. Potential conflicts may exist IAW FAR 9.505-1, Providing Systems Engineering and Technical Direction, through 9.505-4, Obtaining Access to Proprietary Information. In this regard, the Contractor is responsible for identifying any actual or potential organizational conflicts of interest to the KO that arise as the result of performance under this contract. To avoid or mitigate a potential conflict related to performance under this contract, the KO will impose appropriate constraints such as the constraints discussed below. Since it is impossible to foresee all of the circumstances that



might give rise to organizational conflicts of interest, the constraints discussed below are not all inclusive and the KO may impose constraints other than, or in addition to, the constraints listed below.

1.19.4.1. The Contractor agrees that if it provides, under a contract or TO, systems engineering and technical guidance for systems and Projects, but does not have overall contractual responsibility, it will not be allowed to be awarded a contract or task or TO, to supply the system or any of its major components or be a Subcontractor or Consultant to a Supplier of the system or any of its major components (FAR 9.505-1).

1.19.4.2. The Contractor agrees that if it prepares complete specifications for non-developmental items or assists in the preparation of work statements for a system or services under a contract or TO, it will not be allowed to furnish these items, either as a Prime Contractor, a Subcontractor or as a Consultant IAW FAR 9.505-2, Preparing Specifications or Work Statements.

1.19.4.3. The Contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The Contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors IAW FAR 9.505-3, Providing Evaluation Services.

1.19.4.4. The Contractor agrees that if it gains access to proprietary information of other companies, it will exercise diligent effort to protect such proprietary information from unauthorized use or disclosure IAW FAR 9.505-4, Obtaining Access to Proprietary Information. In addition, the Contractor agrees to protect the proprietary information of other organizations disclosed to the Contractor during performance of this contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor also agrees that if it gains access to the proprietary information of other companies it will enter into written agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and to refrain from using the information for any purpose other than that for which it was furnished. The Contractor shall provide copies of such agreements to the KO.

1.19.4.5. If the Contractor, in the performance of this contract, obtains access to plans, policies, reports, studies, financial plans, data or other information of any nature which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the KO, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, or (b) release such information unless release is otherwise authorized under the contract or such information has previously been released or otherwise made available to the public by the Government.

1.19.5. Non-Disclosure Agreements. The Contractor shall obtain from each employee who has access to proprietary information under this contract, a written agreement that shall in substance provide that such employee shall not, during their employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary information received in connection with the work under this contract. The Contractor will educate its employees regarding the restrictions imposed by FAR 9.505-4, Obtaining Access to Proprietary Information, so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract, except as provided herein.

1.19.6. Training. The Contractor shall effectively educate its employees, through formal training, company policy, information directives and procedures, in an awareness of the legal provisions of FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, and its underlying policy and principles, so that each employee will know and understand the provisions of that Subpart and the absolute necessity of safeguarding information from anyone other than the Contractor's employees who have a need to know, and the U.S. Government.

1.19.7. Subcontracts. The Contractor agrees that it will include the provisions in paragraphs 1.19.4., 1.19.5., and 1.19.6. above and this paragraph in consulting agreements, teaming agreements, and subcontracts of all tiers, which involve access to information or the performance of services described in paragraph 1.19.4. above. The use of section 1.19., in such agreements, shall be read by substituting the word "Consultant" or "Subcontractor" for the word "Contractor" whenever the latter appears.

1.19.8. Additional Constraints. If this contract provides for the issuance of task or TOs, such orders may impose

additional requirements and/or restrictions relating to 1.19., to include the requirement for the Contractor and its Subcontractors and employees to furnish the Government with written non-disclosure agreements or statements of no conflict of interest. With regard to any proposal submitted by the Contractor, in response to an RTOP, by submitting its proposal the Contractor represents that it has disclosed to the KO, prior to the issuance of the task or TO, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest.

1.19.9. Conflicts Involving Future Procurements. The award of this contract, and all task or TOs issued under this contract, Government tasking or acquiescence in the Contractor's performance of services hereunder shall not constitute or be interpreted as a determination that the Contractor is eligible to participate in future procurements, developmental efforts, implementation efforts, or related activities. Only the KOs for such efforts, applying the rules, principles, and procedures of FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, have the authority to determine whether a conflict exists, in connection with such procurements.

#### 1.19.10. Representations and Disclosures.

1.19.10.1. The Contractor represents that it has disclosed to the KO, prior to award of this contract, all facts relevant to the existence or potential existence of Organizational and Consultant Conflicts of Interest as that term is used in FAR Subpart 9.5.

1.19.10.2. The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award of this contract, a prompt and full disclosure shall be made in writing to the KO. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflict.

#### 1.19.11. Remedies and Waiver.

1.19.11.1. For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with section 1.19., the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the KO may terminate this contract, or any task or TO issued under this contract for convenience, if such termination is deemed to be in the best interest of the Government.

1.19.11.2. The parties recognize that this clause has potential effects, which will survive the performance of this contract, and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the cognizant KO by submitting a full written description of the requested waiver and the reasons in support thereof IAW FAR 9.503, Waiver.

#### 1.20. Installation Access

1.20.1 In order to gain access to Fort Campbell, KY non-Federal Government and non-DoD issued Identification (ID) cardholders require identity proofing and vetting to determine fitness and eligibility for access. Specifically, a check of records through the National Crime Information Center (NCIC) Interstate Identification Index (III) is the Army's minimum background check for the entrance onto Army installations for non-Common Access Card (CAC) holders, to include entrance of visitors.

Fort Campbell applies the following non-Federal Government cardholder criteria to determine the authorized type of access control credentials:

a.	Contractors	AIE Extended Pass or 1-Day Pass
b.	Subcontractors	AIE Extended Pass or 1-Day Pass
c.	Vendors	AIE Extended Pass or 1-Day Pass
d.	Suppliers	AIE Extended Pass or 1-Day Pass
e.	Service Providers	AIE Extended Pass or 1-Day Pass

- |    |                               |                                 |
|----|-------------------------------|---------------------------------|
| f. | Visitors (Case-by-Case Basis) | 1-Day Pass                      |
| g. | Privatized Business Partners  | AIE Extended Pass or 1-Day Pass |

1.20.2. CAC Eligibility: Authorized Contractor personnel requiring access to two (2) or more DoD-controlled installations/facilities on a recurring basis for a period of six (6) months or more; OR an individual requiring both access to a DoD-controlled installation/facility and onsite/remote access to DoD or Army controlled information networks on behalf of the Army REQUIRE a favorable National Agency Check with Inquiries (NACI) background investigation. Buildings or activities where special security measures (i.e., Controlled Access Areas) are employed may be considered a “separate facility” from the installation, IAW the determination of the Command Leadership for the particular building/activity.

1.20.2.1. Initial issuance of a CAC requires the completion of a Federal Bureau of Investigation (FBI) fingerprint check with favorable results and the successful submission of a NACI (equivalent or higher) background investigation to the Army’s investigative service provider, the U.S. Office of Personnel Management (OPM), via the U.S. Army Personnel Security Investigation Center of Excellence.

1.20.2.2. To process the NACI, a Background Investigation Worksheet, (FC FM 255), and proof of citizenship is required. The following are the only documents allowed for citizenship verification: birth certificate, certificate of citizenship-INS, certificate of naturalization, Certificate of Report of Birth (Form DS-1350), Certificate of Birth Abroad (Form FS-545), passport and the Consular Report of Birth Abroad (Form FS-240).

1.20.2.3. The COR is responsible for completion and submission of the “Initiation Packet” consisting of each individual’s completed FC FM 255 and citizenship documentation.

1.20.2.4. The COR submits the completed packet to the Directorate of Plans, Training, Mobilization, and Security (DPTMS), Security & Intelligence Division (SID) for review. Following review by the SID, the COR will be contacted by the SID to have the individual make an appointment for fingerprinting. At the appointment, the SID representative will verify the information provided by the individual, take and submit digital fingerprints, and explain the remaining process.

1.20.3. The COR is responsible for completion and submission of FC FM 190-5 to the Installation Access Control requesting extended passes for duration of approved contract for individuals who pass NCIC background check.

1.20.4. Contractor personnel who are ineligible for a CAC will be required to either obtain a daily visitors pass or have the COR complete FC FM 190-5 requesting an extended pass

### **Credential Holders**

Vendors, Suppliers, Contractors, Subcontractors and Service Providers with Automated Installation Entry (AIE) credentials may enter the installation operating single rear axle small to medium vehicles through any Access Control Point (ACP). Single axle trailers may be towed by AIE ID cardholders that are operating small to medium vehicles through the above-mentioned ACPs. AIE credential holders operating large multiple rear axle commercial vehicles or towing multiple axle trailers of any type are required to access the installation through ACP 7 or ACP 10. A large commercial vehicle is generally greater than 27 feet in length (cab and cargo area), generally has multiple rear axles and is designed for large load transportation and delivery. Examples include, but are not limited to: semi-trailers, delivery trucks, heavy equipment movers and other vehicles of similar size, shape or design.

### **Non-Credential Holders**

Vendors, Suppliers, Contractors, Subcontractors and Service Providers operating small to medium single rear axle privately owned passenger type vehicles may obtain a one (1) day pass at the Gate 4 or Gate 7 Visitor Control Center (VCC). Hours of operation are VCC 4 24/7, VCC 7 0500-1300, seven (7) days a week and Gate 7 Commercial Vehicle Inspection (CVI) Lane 1300-2100 seven (7) days a week. Personnel operating the above mentioned vehicles may use the one (1) day pass for access at any ACP. All occupants of the vehicle must have either a one (1) day pass or an installation approved DoD issued identification card. All visitors and Contractors

will be vetted with an NCIC III check.

Vendors, Suppliers, Contractors, Subcontractors and Service Providers operating commercial vehicles or towing trailers of any type may obtain a one (1) day pass at the Gate 7 Commercial Vehicle Inspection checkpoint. The Gate 7 Commercial Vehicle Inspection checkpoint is operational from 1300-2100, seven (7) days a week. Personnel operating the above mentioned vehicles may only enter the installation at the Gate 7 Commercial Vehicle Inspection checkpoint. All occupants of the vehicle must have either a one (1) day pass or an installation approved DoD issued identification card.

#### 1.20.5. REAL ID Act – 8 January 2016:

Background: The REAL ID Act of 2005 establishes minimum standards for the production and issuance of state-issued driver's licenses and identification cards, which include requirements for a photograph and certain biographic information, such as name, date of birth, gender, height, eye color & address. State-issued driver's licenses and identification (ID) cards from states not meeting the standards cannot be used for accessing Federal facilities beginning 10 Jan 2016, unless the issuing state's compliancy deadline has been extended by the Department of Homeland Security (DHS).

1.20.6. Current Status: DoD, like all other Federal Agencies, is prohibited from accepting non-compliant driver's licenses. Therefore, VCCs will no longer accept a non-REAL ID driver's license or ID card for physical access. Unless the individual possesses one (1) of the authorized Government-issued ID cards. The individual will need to present one (1) of the documents below to prove identity in order to be issued a temporary installation pass:

- United States Passport or United States Passport Card
- Permanent Resident Card/Alien Registration Receipt Card (Form I-551)
- Foreign passport with a temporary (I-551) stamp or temporary (I-551) printed notation on a machine-readable immigrant visa
- Form I-766, Employment Authorization Document, that contains a photograph.
- In the case of a non-immigrant alien authorized to work for a specific employer incident to status, a foreign passport with Customs and Border Protection (Form I-94 Arrival-Departure Record Card) or Nonimmigrant Visa Waiver Arrival/Departure Record (Form I-94W), bearing the same name as the passport and containing an endorsement of the alien's non-immigrant status, as long as the endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form
- Driver's license or identification card issued by a State or outlying possession of the United States, provided it contains a photograph and biographic information such as name, date of birth, gender, height, eye color, and address.
- School identification card with a photograph
- U.S. Military or draft record
- U.S. Coast Guard Merchant Mariner Cards
- Transportation Worker Identification Card
- Native American Tribal Document

1.20.7. All persons requesting unescorted access will continue to be vetted through the NCIC, prior to being issued a locally produced ID or pass. If a visitor requesting access does not have a REAL ID Act compliant form of

identification and cannot provide supplemental identity proofing documents, they must be escorted at all times while on the installation.

For the most current information concerning state-by-state compliance with the REAL ID Act, please visit <https://www.dhs.gov/real-id>.

1.20.8 Access procedures for all personnel may change at any time due to installation security requirements.

1.20.9. Search and Seizure: The Contractor and their property shall be subject to search and seizure upon entering the confines of Fort Campbell and upon leaving IAW applicable regulations.

## **PART 2**

### **DEFINITIONS AND ACRONYMS**

#### **2.1. DEFINITIONS, ACRONYMS, AND ABBREVIATIONS. Definition, Acronyms, and Abbreviations peculiar to this Statement of Work.**

2.1.1. Contracting Officer (KO). A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

2.1.2. Contracting Officer's Representative (COR). An individual designated IAW DFAR 201.602-2, Responsibilities, and authorized in writing by the KO to perform specific technical and administrative functions. This individual has no authority to enter into or change existing Government contracts.

2.1.3. Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910, Occupational Safety and Health Standards, and to others as additionally defined in Fed. Std. 313, Material Safety Data, Transportation Data, and Disposal Data for Hazardous Materials Furnished to Government Activities. Those most commonly encountered include asbestos, lead paint, 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.

2.1.4. Facility Remediation Project (FRP). A project undertaken to correct a Maintenance, Repair, and Rehabilitation situation identified by the facility with details taken from a site survey, site visit, feasibility study, or related sources. These projects may include operation, maintenance, repair, and rehabilitation, as stated in individual TOs based on the facility requirements.

2.1.6. Maintenance and Repair (M&R) Action. The action taken to correct a maintenance, repair and/or rehabilitation situation. It results from the implementation of a work plan or other documents as approved.

2.1.7. Major Work Plan. A detailed Construction or M&R action package made up of single line diagrams, engineering calculations, criteria, manufacturers' data, cost estimates, etc., suitable to provide details for construction and/or remedy the installation or facility problem. It is intended for relatively complex Construction and/or M&R actions.

2.1.8. Minor Work Plan. A minimal Construction or M&R action package making maximum use of schedules, manufacturer's data, sketches, etc. It is intended for relatively simple construction and/or M&R actions.

2.1.9. New Construction. The erection, installation, or assembly of a new real property facility. This includes utilities, equipment installed and made a part of the unit, and related site preparation (demolition, excavation, filling, landscaping, or other land improvement). It also includes venetian blinds and draw shades.

2.1.10. New Work. That work which results in the creation of an addition to an existing facility, or of a building

component or system, which does not exist prior to the work, irrespective of whether the work is funded from a construction or an O&M account.

2.1.11. Project. A project is defined as, but not limited to, construction of a new structure, facility or system as well as upgrades to existing structures, facilities or systems.

2.1.12. Quality Assurance (QA). The procedure by which the Government fulfills its responsibility to be certain that QC is functioning, and the specified product is realized.

2.1.13. Quality Control (QC). The Contractor's system to manage control and document its activities to comply with the contract requirements.

2.1.14. Site Survey. An inspection of an installation or facility to evaluate construction requirements and areas which need M&R action.

2.1.15. Site Visit. A visit to an installation or facility to obtain specific information pertaining to construction or a proposed M&R action.

2.1.16. Submittals. Product/material samples, data, plans, and/or information submitted to the KO for approval.

2.1.17. Task Order. Directive issued to the Contractor, which states the requirements for the New Construction or M&R actions to be performed under this contract.

2.1.18. Tasks. Individual efforts to be performed by a Contractor, which are contained in a TO.

2.1.19. Work Plan. The minimal documentation required for the Government to monitor the Contractor's efforts with regard to scope, schedules, cost, codes, and standards in order to perform construction or an M&R action to correct a maintenance, repair, and/or rehabilitation situation.

2.2. Acronyms and Abbreviations. Acronyms and abbreviations pertaining to this solicitation/contract is as follows:

ACSIM	Assistant Chief of Staff for Installation Management
ADA	American Disability Act
ADP	Automated Data Processing
AEI	Automated Installation Entry
ANSI	American National Standards Institute
AR	Army Regulation
AT	Anti-Terrorism
ATO	Anti-Terrorism Office
ATCTS	Army Training Certification Tracking System
BMPS	Best Management Plans
C&D	Construction & Demolition
CAC	Common Access Card
CAD	Computer Aided Design
CADD	Computer Aided Design and Drafting
CAM	Campbell
CCB	Construction Criteria Base
CD	Compact Disk
CDRL	Contract Data Requirement List
CFR	Code of Federal Regulations
CGFC	Clarksville Gas Fort Campbell
CHPPM	US Army Center for Health Promotion and Preventative Medicine
CMU	Concrete Masonry Units
COR	Contracting Officer's Representative
CT	Compensatory Time



DA	Department of the Army
DD	Department of Defense (Form)
DMO	Demand Maintenance Order
DoD	Department of Defense
DoDD	Department of Defense Directive
DoDI	Department of Defense Instruction
DOR	Designer of Record
DPW	Directorate of Public Works
DRMO	Defense Reutilization and Marketing Office
DSS	Defense Security Service
EM	Corps of Engineers Manual
EMCS	Emergency Monitoring Control System
ENG	Engineer
EOR	Engineer of Record
EPRCA	Emergency Planning and Community Right-to-Know Act
ER	Engineering Regulation
F	Fahrenheit
FAA	Federal Aviation Administration
FACP	Fire Alarm Control Panel
FAR	Federal Acquisition Regulation
FMEA	Failure Mode and Effective Analyses
FPCON	Force Protection Condition
FY	Fiscal Year
GCR	General Conformity Rule
GFE	Government Furnished Equipment
GFM	Government Furnished Material
GFP	Government Furnished Property
GIP	Green Infrastructure Plan
HVAC	Heating, Ventilation, and Air-Conditioning
IA	Information Assurance
IAW	In Accordance With
IDG	Installation Design Guide
IPS	Installation Planning Standards
IT	Information Technology
JACOBS	Privatized Water/Waste Water Utility
KO	Contracting Officer
KY	Kentucky
MAIDIQ	Multiple Award Indefinite Delivery Indefinite Quantity
MC	Minor Construction
M&R	Maintenance and Repair
MSDS	Material Safety Data Sheets
MUTCD	Manual on Uniform Traffic Control
NAC	National Agency Check
NCR	Non-conformance Report
NEC	National Electrical Code
NFPA	National Fire Protection Association
NLT	No Later Than
NOAA	National Oceanographic and Atmospheric Administration
NOI	Notice of Intent
NTP	Notice To Proceed
OCI	Organizational Conflict of Interest
OH&P	Overhead and Profit
OPSEC	Operational Security
OSHA	Occupational Safety and Hazards Act
O&M	Operation and Maintenance

OT	Overtime
PCB	Polychlorinated biphenyls
PM	Project Manager
PMO	Provost Marshal Office
PMS	Property Management System
POC	Point of Contact
POL	Petroleum, Oil, and Lubricants
POV	Privately Owned Vehicle
PPOC	Pollution Prevention Operating Center
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan
QIESC	ANSI C-2 National Electrical Safety Code
R	Repair
RTOP	Request for Task Order Proposal
SF	Standard Form
SOW	Statement of Work
SUS	Sustainment
TDG	Technical Design Guide
TE	Technical Exhibit
TN	Tennessee
UST	Underground Storage Tanks
TO	Task Order
UFC	Unified Facility Criteria
UFGS	Unified Facilities Guide Specifications
UMCS	Utilities Monitoring and Control Systems
UPS	Uninterrupted Power Supplies
UST	Underground Storage Tanks
VCC	Visitor Control Center
WMB	Water Management Branch

### PART 3

#### GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3.1. Police and Fire Protection. The Government will provide Law Enforcement by Fort Campbell Military Police and Fire Protection by the Fort Campbell Fire Department. The Contractor shall comply with fire prevention practices set forth by the National Fire Protection Association and other recognized fire prevention Agencies and Post Regulations.

3.2. Emergency Medical Service. Medical services for Contractor personnel are the responsibility of the Contractor. However, the Government will provide, on an emergency basis, medical services for job related injuries while employees are performing under this contract. The Contractor shall reimburse the medical treatment facility for treatment provided at the current reimbursement rate for non-beneficiaries. The Contractor shall also provide the name of a physician and/or hospital to which injured personnel can be transferred for further treatment and care after receiving initial emergency treatment at the installation hospital.

3.2.1. The Civilian Physician of the Contractor's Employees shall provide all follow-on care after the initial emergency care.

3.2.2. Any other Government Furnished Property, Equipment, and Services will be provided in individual TOs.

3.3. The Government reserves the right to implement new software or requirements for the submission of daily

reports, submittals, RFI's, etc. of which the Contractor would be given access to the software system.

#### **PART 4**

### **CONTRACTOR FURNISHED ITEMS AND SERVICES**

4.1. General: The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract that are not listed under Part 3 of this SOW.

#### **PART 5**

### **SPECIFIC TASKS**

5.1. Task Orders. The activities to be performed by the Contractor under this contract and subsequent TOs are described in general terms below (this list is not all-inclusive). The specific tasks to be performed will be identified in individual TOs.

5.1.1.1. The Contractor shall provide, upon issuance of TOs, all management, supervision, personnel, tools, labor, equipment, transportation, and materials necessary to safely and efficiently perform New Construction and M&R type actions as indicated in individual TOs. The Contractor shall ensure all tasks to be completed under this contract shall be performed IAW applicable regulatory documents and design criteria unless the KO provides other criteria.

5.1.1.2. Overall Responsibility. The Contractor shall be responsible for all site surveys, feasibility studies, calculations, and work plans equipment startup and testing and/or repair, warranty, training required to implement New Construction requirements and M&R actions, and controlling the quality of supplies or services. Responsibilities shall include, but are not limited to, furnishing equipment, materials, software, applicable engineering and engineering documentation, all data/information requested in CDRLs and other necessary services and/or products required to remediate, implement, and test the New Construction and M&R Actions.

5.1.1.3. Documentation. The Contractor shall implement, maintain, and control a system for identification, preparation, reproduction, distribution, and maintenance of all documentation. The Contractor shall maintain complete inspection records and make them available to the Government.

5.1.1.4. Presentations and Meetings. The Contractor shall attend presentations and meetings as indicated in individual TOs. Time and location shall be identified in individual TOs. These meetings shall be at no additional cost to the Government.

5.2. Contract/TO Requirements. Contract/TO requirements as described/listed below (this list is not all-inclusive) shall be identified, when applicable, in each individual TO.

5.2.1. Site Inspection/Site Visit. Contractors will be requested to attend a site inspection/site visit as requested by the KO on individual TOs. A pre-proposal conference may be held prior to the site inspection/site visit. These meetings shall be at no additional cost to the Government. Contractors shall use the site inspection/site visit to evaluate general and specific site conditions and satisfy itself as to the general and local conditions that may affect the work or its cost, including verifying any conditions outlined in the Government's Scope of Work (to include any associated attachments).

5.2.2. New Construction or M&R Action. After the New Construction/M&R TO has been issued, the Contractor shall:

5.2.2.1. Pre-Maintenance, Repair, and Rehabilitation (MRR) Action Conference. Attend a pre-work conference with the COR for review of the items described in CDRL 004, Pre-Work Conference. These meetings shall be at no additional cost to the Government. The NTP date for the TO shall be established at this conference or earlier.

5.2.2.1.1. Remediation Action. Begin work on the New Construction/M&R action of the facility or installation

IAW the approved work plan or as otherwise directed by the KO following the approval of the work schedule and as detailed in the Scope of Work to include all deliverables. As work progresses, the Contractor shall meet the following requirements:

5.2.2.1.2. Adhere to the approved Master Contract Plan for site safety and health, prepared and submitted IAW CDRL 002, Site Safety and Health Plan, as well as the adaptations required by the requirements of the TO.

5.2.2.1.3. Adhere to the approved Master Contract Quality Control Project, prepared, and submitted IAW CDRL 003, Quality Control Program, as well as the adaptations required by the requirements of the TO.

5.2.2.1.4. Prepare and certify a comprehensive work schedule based on the approved work plan IAW CDRL 005, Work Schedule. The comprehensive work schedule with the schedule of values shall be submitted to the COR, who will submit it to the Engineer for approval. Any changes to the schedule are subject to approval by the Government. All work schedules shall be submitted in Microsoft Project or software compatible with Microsoft Project. Utilizing all aspects of Microsoft Project (Gant Charts, Bill of Materials (BOM) List, Critical Path and Milestones, etc.). A copy of the approved schedule shall be maintained on site at all times.

5.2.2.1.5. Conduct tests of new/replaced and/or modified system/equipment and obtain Government inspection/approval IAW CDRL 006, System/Equipment Testing.

5.2.2.1.6. Provide O&M manuals, including Manufacturers Recommended Spare Parts List, for the new/replaced and/or modified system/equipment IAW CDRL 007, Operating and Maintenance (O&M) Manual's

5.2.2.1.7. Prepare Training Program and train Government personnel in the operation and maintenance of new/replaced and/or modified system/equipment IAW CDRL 008, Training Program.

5.2.2.1.8. Provide equipment and construction warranties IAW CDRL 009, Equipment and Construction Warranties.

5.2.2.1.9. Prepare, maintain, and provide red-line as-built/in-progress drawings (along with signed QC Project Records required by CDRL 003, QC Program) which clearly and adequately reflect the ongoing status of the project as well as finalizing the red-line as-built drawings at the completion of the New Construction/M&R action.

5.2.2.1.10. At the completion of the project, the Contractor shall submit as-built final drawings (along with signed QC Project records required by CDRL 003, Quality Control Program), IAW CDRL 010, As-Built/Final Drawings.

5.3. Weekly Progress Reports. Submit Weekly Progress Reports starting the week following the NTP IAW CDRL 011, Weekly Progress Report. Weekly Progress Reports shall be submitted **the first business day of the following week** during the specified construction period identified in each TO.

5.4. Transmittal of Shop Drawings, Equipment Data, Materials Samples, or Manufactured Certifications.

5.4.1. All material and equipment for which approval is required by the provisions, as contemplated by the "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certifications" herein and as specified in individual TOs, shall be submitted by the Contractor as specified on individual TOs and approval obtained prior to the Contractor incorporating said materials and articles in work. The Contractor's QC manager, verifying that submittal meets contract requirements, shall sign all submittals.

5.4.2. All data submittals required by this contract shall be submitted by the Contractor by means of DPW-EDB Form 4288-R1, "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certifications." Unless specified elsewhere, all data submittals shall be in four (4) copies.

5.5. Microprocessor Control Systems. Energy Monitoring Control Systems (EMCS), UMCS, and similar microprocessor control systems are governed by the provisions of Military Engineering and Design Quality Management ER 1110-3-12 and as such, may have additional requirements to those contained in this contract. The

Contractor should contact the KO concerning these requirements prior to starting work on such projects.

## **PART 6**

### **INSTALLATION PLANNING STANDARDS (IPS), TECHNICAL DESIGN GUIDE (TDG) & GREEN INFRASTRUCTURE PLAN (GIP)**

6.1. All work performed on Fort Campbell shall conform to the requirements and guidelines of the Fort Campbell IPS, TDG and GIP. The IPS, TDG and GIP can be accessed at the following web address.

<https://home.army.mil/campbell/index.php/about/Garrison/dpw/master-planning-division>

<https://www.lrl.usace.army.mil/Missions/Engineering/guidepubftc.aspx>

6.2. The documents provide general and specific guidance in many areas regarding site and facility appearance, material types, finishes (interior and exterior), installation districts (identified by land use and cultural/historic significance), and installation preferences in many important technical areas. TOs using Government-furnished designs will have already incorporated concepts and requirements from these documents. TOs, which will require Contractor design or other Contractor-generated work plans, shall conform to these documents. Exterior materials and finishes must comply with the TDG and any proposed deviations must be reviewed and approved by the Chief of DPW, Master Plans. The Government PM, with whom the Contractor develops the design, will work with DPW Master Plans to obtain this approval.

## **PART 7**

### **WARRANTY**

7.1. The Contractor shall provide a one (1)-year warranty period on all installation/modification work he/she does on the job or as described in individual TOs, unless otherwise noted, from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1)-year from the date the Government takes possession. During the warranty period, the Contractor shall remedy at the Contractor's expense any failure to conform, or any defect, damage, or failure of the work.

7.2. Extended Warranty: The Contractor shall obtain standard commercial warranties available, to include roofs, HVAC balancing, chillers, boilers, air handling units, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc., and turn them over to the Government with closeout submittals.

7.3. The Contractor shall provide names, addresses, and telephone numbers of all Subcontractors, Equipment Suppliers, or Manufacturers with specific designation of their area of responsibilities if they are to be contacted directly on warranty corrections.

7.4. A joint six (6) month and 11 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, COR, and the Customer Representative.

7.5. Equipment Warranty Identification Tags: The Contractor at the time of installation shall provide warranty identification tags on all Contractor and Government furnished equipment, which he/she has installed. The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment.

7.5.1. The tags shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor Furnished Equipment that has differing warranties on its components will have each component tagged.

7.5.2. Sample tags shall be submitted for Government review and approval prior to final acceptance. These tags

shall be filled out representative of how the Contractor will complete all other tags.

7.5.3. Tags for Warrantied Equipment: IAW TDG.

7.5.4. If the manufacturer's name (MFG), model number and serial number are on the Manufacturer's Equipment Data Plate, and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag.

7.5.5. Equipment Warranty Tag Replacement: The Contractor's warranty with respect to work repaired or replaced shall run for one (1) year from the date of repair or replacement. Such activity shall include an updated warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be one (1) year from the date of acceptance of the repair or replacement.

7.6. Roof Warranty Placard: IAW TDG. Install placard as directed by the COR.

7.7. Contractor's Response to Construction Warranty Service Requirements

7.7.1. Following oral or written notification by the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, the Contractor shall respond to warranty service requirements IAW the "Warranty Service Priority List" and the three (3) categories of priorities listed below. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within the timeframe specified, the Government will perform the work and back charge the construction warranty payment item established.

7.7.1.1. First Priority Code 1. (Emergency) Perform on-site inspection to evaluate situation, determine course of action, initiate work within 24 hours and work continuously to completion or relief.

7.7.1.2. Second Priority Code 2. (Urgent) Perform on-site inspection to evaluate situation, determine course of action, initiate work within 48 hours and work continuously to completion or relief.

7.7.1.3. Third Priority Code 3. (Routine) All other work to be initiated within (5) five workdays and work continuously to completion or relief.

The "Warranty Service Priority List" is as follows:

Code 1 Air Conditioning System

- a. Hospital.
- b. Buildings with computer equipment.
- c. Commissary, Clubs and Main PX.
- d. Army Reserve Projects, Training Building (Bldg.) & OMS Administrative Areas of Bldg.
- e. Air Force Reserve Projects, Training Bldg., OMS Administrative Areas of Bldg., and Indoor Ranges.
- f. Entire Building down for Barracks, mess halls, BOQ/BEQ.
- g. Troop medical and dental.

Code 2 Air Conditioning Systems

- a. Recreational support.
- b. Air conditioning leak in part of building, if causing damage.
- c. Air conditioning system not cooling properly.
- d. Admin buildings with ADP equipment not on priority list.

Code 1 Doors

- a. Overhead doors not operational.



**Code 1 Electrical**

- a. Power failure (entire area or any building operational after 1600 hours).
- b. Traffic control devices.
- c. Security lights.
- d. Smoke detectors and fire alarm systems.

**Code 2 Electrical**

- a. Power failure (no power to a room or part of building).
- b. Receptacle and lights.

**Code 3 Electrical**

- a. Street, parking area lights.

**Code 1 Gas**

- a. Leaks and breaks.
- b. No gas to family housing unit or cantonment area.

**Code 1 Heat**

- a. Hospital/Medical facilities.
- b. Commissary, Clubs and Main PX.
- c. Army Reserve Projects, Training Bldg. & OMS Administrative Areas of Bldg.
- d. Area power failure affecting heat.

**Code 2 Heat**

- a. Medical storage.
- b. Barracks.
- c. Army Reserve Projects, Training Bldg. & OMS Administrative Areas of Bldg.

**Code 3 Interior**

- a. Floor damage.
- b. Paint chipping or peeling.

**Code 1 Intrusion Detection Systems**

- a. Finance, PX and Commissary, and high security areas.

**Code 2 Intrusion Detection Systems**

- a. Systems other than those listed under Code 1.

**Code 1 Kitchen Equipment**

- a. Dishwasher.
- b. All other equipment hampering preparation of a meal.

**Code 2 Kitchen Equipment**

- a. All other equipment not listed under Code 1.

**Code 2 Plumbing**

- a. Flush valves not operating properly.
- b. Fixture drain, supply line commode, or water pipe leaking.
- c. Commode leaking at base.

**Code 3 Plumbing**

- a. Leaking faucets.

**Code 1 Refrigeration**

- a. Commissary.

- b. Mess Hall (walk-in refrigerators and freezers only), Army Reserve Projects.
- c. Cold Storage.
- d. Hospital.
- e. Medical storage.

#### Code 2 Refrigeration

- a. Mess hall - other than walk-in refrigerators and freezers.

#### Code 1 Roof Leaks

- a. Temporary repairs will be made where major damage to property is occurring.

#### Code 2 Roof Leaks

- a. Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

#### Code 1 Sprinkler System

- a. All sprinkler systems, valves, manholes, deluge systems, and air systems to sprinklers.

#### Code 1 Swimming Pools

- a. Chlorine leaks or broken pumps.

#### Code 1 Tank Wash Racks (Bird Baths)

- a. All systems which prevent tank wash.

#### Code 1 Water (Exterior)

- a. Normal operation of water pump station.

#### Code 2 Water (Exterior)

- a. No water to facility.

#### Code 1 Water, Hot (and Steam)

- a. Hospitals and Mess Halls.
- b. Army Reserve Projects, Training Bldg & OMS Bldg.
- c. BOQ, BEQ, barracks (entire building).
- d. Medical and dental.

#### Code 2 Water, Hot

- a. No hot water in portion of building listed under Code 1 (items a through c).

7.7.2. Should parts be required to complete the work and the parts are not immediately available, the Contractor shall have a maximum of 12 hours after arrival at the job site to provide the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, with firm written proposals for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractor's proposals shall include a firm date and time that the required parts shall be available on site to complete the permanent warranty repair. The Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, will evaluate the proposed alternatives and negotiate the alternative considered to be in the best interest of the Government to reduce the impact of the emergency condition. Alternatives considered by the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer will include the alternative for the Contractor to "Do Nothing" while waiting until the required parts are available to perform permanent warranty repair. Negotiating a proposal which will require Government participation and the expenditure of Government funds shall constitute a separate procurement action by the using service.

## PART 8

## CONSTRUCTION SITE MAINTENANCE

8.1. The Contractor shall store all supplies and equipment on the project site so as to preclude theft or damage. The Contractor shall maintain each site in a neat and orderly manner. Protection and security for materials and equipment on site is the sole responsibility of the Contractor. The Contractor may be required to install temporary fencing to protect the site, and include in TO pricing.

8.2. Staging Area: The Government does not anticipate the need for temporary staging areas. Contractors may request a staging area if they feel it is needed. Request for a temporary staging area does not require the Government to provide a temporary staging area. Size and specific use is necessary to determine if a suitable location is available, and available sites may not be in direct location of the work to be done.

8.2.1. If temporary storage areas are deemed necessary by Engineer of Record (EOR) (ref SOW) the Contractor shall comply with the requirements outlined in Unified Facilities Guide Specifications (UFGS), Division 01 – General Requirements, Section 01 50 00 “Temporary Construction Facilities and Controls”, Paragraph 2.3.2. to include but not limited to encompassing by installing a 6-foot chain-link fence with brown plastic strip inserts.

8.3. Safety Fencing: The Contractor shall install safety fencing around open trench sites, earth excavation or areas of high pedestrian traffic. The Contractor shall comply with the requirements outlined in UFGS, Division 01 – General Requirements, Section 01 50 00 “Temporary Construction Facilities and Controls” Paragraph 2.3.1.

## PART 9 WORK AREAS

9.1. The Contractor shall protect and preserve Government property at all times within the work area and adjacent areas that could be affected by the accomplishment of the work specified and indicated. In addition, the Contractor shall protect all parties and individuals within or near the work areas who could be endangered by the installation of the work. Protection requirements include protecting the interior of the facility from inclement weather. Any actions necessary to provide adequate protection are solely the Contractor’s responsibility.

9.2. The Contractor is required to protect equipment that is to remain in place within the area of contract operations and protect it against damage or loss and store equipment that is removed in performance of work where directed or use in work as required by drawings and specifications. Equipment temporarily removed shall be protected and returned equal to its condition prior to starting work at no additional expense to the Government. Security for equipment or material that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

9.3. The Contractor shall provide protective barriers for all grass, trees, shrubs, sidewalks, curbs, and gutters within the construction boundary. Furthermore, such items, including grass, outside the construction boundary shall also be protected during delivery of materials and/or moving of equipment. Damages caused by the Contractor to existing grounds, plants, pavements, utilities, work by others, fixtures, or furnishings shall be repaired by the Contractor. Such repairs shall be as good of condition as existed before the damage, unless such existing work is scheduled for removal or replacement by the work requirements of the TO. This requirement also pertains to grading of site to remove all clods and grade irregularities prior to final inspection and acceptance.

9.3.1. In some instances, furniture and portable office equipment in the immediate area shall be moved by the Contractor and replaced to original position upon completion of the work. If the work required by the TO will not allow furniture and portable office equipment to be replaced to its original position, the Government will designate new location(s) for the Contractor.

9.3.2. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel.

9.3.3. The work shall, so far as practicable, be done in definite sections or phases and confined to limited areas

which shall be completed before work in other sections or phases is begun. The Government has final approval for variations to work areas.

9.3.4. The Contractor shall maintain, on all construction sites with work in progress, approved copies of the following as they apply to the TO: SOW, drawings, and DPW Excavation, Disposal and Borrow permits.

9.4. All debris, equipment, tools, supplies, etc. shall be removed or stored in such a manner as not to interfere with the use of the facility.

9.5. Housekeeping: IAW EM 385-1-1, Safety and Health Requirements Manual, Section 14D, Housekeeping, all work areas and means of access shall be maintained safe and orderly. All debris, trash, rubbish, and scrap material shall be disposed of at the end of each workday. Stairways and passageways will be clear of obstructions at all times. Tools, materials, extension cords, etc. will be stored/placed to prevent tripping. No accumulation of combustible materials. Weeds and grass shall be mowed and trimmed. The contractor shall set the mower deck height to three (3) inches for all areas to be mowed. The contractor shall ensure mowed grass is uniform in appearance, free of skips, clumps of cut grass, windrows, gaps, rutting, or scalping. Any violations will be annotated on daily inspection reports.

## **PART 10 UTILITY OUTAGES AND ROAD CLOSURES**

10.1. Utility, road, and railroad outages, detours, and closures will require a minimum of 14 days advance written notice and will be subject to Government approval. A sample utility outage/road closure request form will be provided at the Pre-Performance Conference. In the case of road closures, a sketch shall be provided showing the closure location and all necessary signs and barricades. Necessary signage, barricades, flag persons, lights (including temporary traffic control lights), and markings for the safe movement of the public during construction shall be IAW the Manual on Uniform Traffic Control Devices (MUTCD), and shall be provided as required by the TO. For road closures, intersection work, and other areas where traffic may become congested, a minimum of 14 days' notification may be required as identified by the EOR.

10.1.1. Heating & Cooling System: Either the existing or new system shall be in operation for cooling from 1 June to 30 September and for heating from 1 October to 1 May, except for short-term scheduled shutdowns approved by the Government. Any request for a short-term shall be submitted 14 days in advance. The request shall give the approximate length of time required for the proposed work and the methods to be used.

10.1.1.1. During shutdowns of heating systems, it shall be the Contractor's responsibility to provide auxiliary heat and freeze protection as required. Temperature to be maintained is 55 degrees Fahrenheit (F) for storage warehouses, 60 degrees F for working warehouses and maintenance facilities, and 65 degrees F for classrooms and administrative facilities.

10.1.1.2. During shutdowns of cooling systems, it shall be the Contractor's responsibility to provide temporary cooling as required. Temperature to be maintained is 78 degrees F.

10.1.1.3. Submit shop drawings for approval of proposed method for providing temporary heating or cooling as outlined in each individual TO.

10.1.2. Power Outage: Any request for a short-term power outage shall be submitted 14 days in advance. The request shall give the approximate length of time required for the proposed work and the methods to be used.

## **PART 11 PERMITTING AND DISPOSITION OF MATERIALS**

11.1. Permits:

11.1.1. Tennessee (TN)/Kentucky (KY) Construction Permits: If permit applies at the TO level, they must be presented at pre-work. (1) Construction Activity – Storm Water Discharges – Notice of Intent (NOI) (2) National Pollution Discharge Elimination System (NPDES) Permit. Erosion control is required anytime the ground is disturbed. Applicable controls are required. For projects with disturbed areas over one (1) acre in size, at a minimum, the controls must be specified on a site-specific Erosion Prevention/Sediment Control Plan drawing. The Contractor must also complete and document weekly inspections of sediment and erosion control devices, which must be submitted upon completion of work, prior to final acceptance of work. Erosion Control Measures shall be submitted with a copy of Project Drawings prior to construction activities that will expose areas to erosion. Erosion control measures shall be IAW the provisions of this contract and Fort Campbell Storm Water Management Plan Checklist. Checklist can be found by going to:

<https://home.army.mil/campbell/index.php/about/Garrison/dpw/environmental/compliance/water-quality-Storm-Water> and a link can be found to download the proper documentation. Project Engineer will provide to Environmental for guidance. Erosion control measures shall be removed after establishment of grass at the completion of the contract. Sample Best Management Plans (BMPS) can be found in the Environmental Quality Officers Handbook. <https://home.army.mil/campbell/index.php/about/Garrison/dpw/environmental/eqo-handbook>

Note: All erosion control shall be removed prior to request for final payment with permanent control in place.

11.1.1.1. If Contractor, at any time, disturbs one (1) acre of ground, a storm water permit is required. If the project disturbs one (1) acre or more, coverage from the Tennessee Division of Water Resources under the National Pollutant Discharge Elimination System (NPDES). Construction General Permit (30 day state review period), or the equivalent Kentucky Division of Water process, is required.

11.1.1.2. For projects with disturbed areas over one (1) acre in size, the Contractor shall provide to the DPW – Storm Water Program a Storm Water Pollution Prevention Plan (SWPPP) compliant with the applicable state permit and other project information to complete the NOI for permit coverage. DPW will submit the NOI to the State. In addition, for any project involving exterior site development, the Contractor is required to obtain a Fort Campbell Erosion Prevention and Sediment Control (EPSC) permit/project number prior to ground disturbance coordinated with the COR.

11.1.2. Dig/Excavation Permit: If permit applies at the TO level. The Contractor shall be required to obtain a dig permit prior to performing any rock or soil excavation or other ground disturbance. Should the policy not be addressed during the pre-work, the Contractor shall still be responsible for obtaining the excavation permit. The Contractor shall obtain and ensure that its company is provided with the necessary excavation and utility clearances and follow the requirements and procedures and shall maintain a current, valid permit. Dig Permits shall be acquired utilizing Tennessee ONE Call. The Government reserves the right to assess monetary damages against any Contractor for repair of damage to underground utilities when excavations are performed without the referenced permit. Contractor shall not keep re-validating permits unless excavation operation is imminent/will be completed within the 14-day permit window.

Tennessee 811 Call Center: Phone: “811”, (615) 367-1110 Fax: (615) 366-5021

Website: <https://www.tenn811.com/>

The Contractor shall not proceed with excavation of any kind without approved excavation and utility clearance.

11.1.3. Haul/Borrow Permit: If permit applies at the TO level. If the scope of work requires soil material to be brought in from Fort Campbell designated borrow areas or spoil material is to be transported away from the construction limits of the project to Fort Campbell designated borrow areas, a haul/borrow area permit shall be obtained by the Contractor from the DPW Environmental Division, Pollution Prevention Branch, Building 5134, 2nd & Wickham Ave. Point of Contact for Building 5134 can be reached at (270)-798-9767/9771/9786. The Contractor shall provide a copy of the permit to the COR.

11.1.4. Confined Work Space: At the TO level, Confined Space Permit applies anytime it meets the definition of confined workspace. The Contractor shall observe OSHA Regulation 29 CFR Parts 1910, Occupational Safety and Health Standards, regarding permitting, entry and working within confined spaces. The Contractor is required to provide a copy of his work plan to the COR prior to entering any confined space.

11.1.5. Electrical Permit: No electric equipment shall be installed within or on any Fort Campbell building, structure, or premises, nor shall any alteration or addition be made in any such existing equipment without first securing an electrical permit from the Fort Campbell Electrical Inspector IAW CAM Regulation 420-4 (Quality Assurance “Electrical” Inspection Standards) latest edition. Projects involving connections to any interior or exterior electrical system, sub-system, equipment, or component including sub-transmission, distribution, service or facility wiring shall be IAW the current revision of the Fort Campbell Technical Design Guide (TDG).

11.1.5.1. Persons holding a valid Journeyman or Master Electrician’s License or Contractors with a valid Electrical Contractor’s License must request an electrical permit from the Fort Campbell Electrical Inspector.

11.1.5.2. An original or photocopy of the person, firm, or corporation’s license along with photo identification is required to be on file at the DPW Contract Management Branch prior to applying for an electrical permit.

11.1.6. Hot Permit: Any time an open flame, arc, or spark is used in performance of a contract (welding, flame cutting (torch) or other), a Hot Work permit shall be requested from the Fort Campbell Fire Department (270) 798- 3473 (FIRE) at least 24 hours prior to starting work. The Contractor is required to provide notice of permit to the COR prior to any hot work.

11.1.7. Notification Requirements: Any timework of any kind will or may cause interference with the Fire alarm or Sprinkler Systems: The Contractor shall notify the Central Dispatch Center before and after working on any fire alarm or sprinkler system. The Contractor shall notify the Central Dispatch Center that they are testing the fire alarm and sprinkler system at a specific building and request that they record time and signals received. The Contractor shall notify the Central Dispatch Center at (270) 798-1221 or (270) 798-1224 following testing to verify signals were received and to advise the fire department that testing has been completed. Proper notification and coordination is required to preclude unnecessary response(s) to false alarms. Failure of Contractor to provide this notification and if a false alarm occurs; a deduction of \$453.00 may be assessed from the Contractor’s payments.

11.1.7.1. Any time a fire alarm or sprinkler system is to be affected the Contractor is responsible to provide notification, and qualified personnel to take down and bring back on-line the existing Fire Alarm Control Panel (FACP), King Fisher Transmitter, or suppression system. Any ancillary work required, to include pre-testing of existing fire alarm and suppression systems, modification of existing fire alarm and suppression systems, relocation of existing fire alarm devices or sprinkler piping and heads and final testing, is the responsibility of the Contractor. The Government will not provide this service.

11.1.8. Radios: Contractors utilizing mobile/hand radios are required to register their frequency with Regional Network Enterprise Center (RNEC), telephone (270) 412-0211.

11.1.9. Tree Removal Criteria: Any trees, greater than 3” in diameter, shall be evaluated for Indiana and Northern long-eared bat use prior to removal if the trees are scheduled to be removed between 15 March and 15 November (summer active season) per US Fish and Wildlife Service (USFWS) guidance. There are two (2) types of evaluations: 1) single tree – can be completed 24 hours in advance of the removal and the tree must be removed the day following the evaluation; 2) multiple trees – multiple trees (clusters or linear) must be evaluated utilizing a mist net survey to complete a biological assessment for Environmental Site Assessment (ESA) Section 7 consultation. Any project requiring a mist net survey should expect a 30-60-day period to complete the survey and consultation. Any individual completing tree removals during the 15 March thru 15 November period without an evaluation may be subject to civil and criminal enforcement action by USFWS for violating the ESA. The Contractor shall coordinate through the COR to ensure these requirements have been met.

## 11.2 MATERIAL DISPOSITION

11.2.1. Disposition of Materials: Disposal of materials and equipment is the responsibility of the Contractor at locations as specified. No materials or equipment shall be removed from Government property without written permission from the proper authorities. Miscellaneous Metals and other salvageable materials shall be delivered to



Fort Campbell Recycling Convenience Center (Bldg. 6802) located at the corner of Airborne Street & A Shau Valley Road for recycling. The metals can be steel, aluminum, brass, copper and bronze. Empty containers (55-gallon drums, 5-gallon cans, etc.) that have contained petroleum, antifreeze, paint, acid, etc. cannot be accepted as scrap metal and shall be delivered to the PPOC located at Bldg. 5132, 2<sup>nd</sup> & Wickham Ave.

11.2.2. Construction and Demolition (C&D) debris shall be taken to the DPW operated Woodlawn landfill located on 101st Airborne Division Road near US Highway 79. Note the maximum concrete size is 24" x 36" X 18" and any rebar must be trimmed to length of 4 inches or less. Per ACSIM policy, Fort Campbell is required to divert a minimum of 60% of all C&D waste from the Woodlawn landfill. All diverted materials (valves, piping, electrical panels/wiring, etc.) should be taken to Fort Campbell Recycling Convenience Center (Bldg. 6802) located at the corner of A Shau Valley Road and Airborne Street. No materials or equipment shall be removed from Government property without written permission from the proper authorities.

11.2.3. Options for Disposal of recyclable materials: Cardboard, scrap metals (small amounts), undamaged/reusable wood pallets, field office recyclables i.e., recyclable plastics, aluminum cans, mixed paper can be taken to the Fort Campbell Recycling Convenience Center (Bldg. 6802) located at the corner of A Shau Valley Road & Airborne Street. Liquids cannot be taken to the Woodlawn landfill. Contractors are responsible and maintain ownership of any excess unused liquid products (including paint). NOTE: Large quantities of cardboard may be eligible for a cardboard dumpster placed near the work site. Contact the COR for coordination.

11.2.4. LANDFILL ACCESS: The Contractor shall obtain a "landfill access permit" to gain access to Woodlawn landfill. Permits can be obtained through the COR from the DPW Environmental Pollution Prevention Branch (Bldg. 5134) located at 2nd Street & Wickham Ave. A completed and approved Waste Management Report shall be presented before any Landfill access will be granted. All access to Woodlawn Landfill shall be during the hours of 7:30 a.m. to 3:00 p.m., Monday thru Thursday and 7:30 a. m. to 11:30 a. m. on Friday unless prior coordinated is made through the COR.

11.2.5. Waste Reporting: The weight of all diverted materials shall be attached or included with the Waste Management Report (attached) and submitted to the DPW Environmental Division Pollution Prevention Branch (Bldg. 5134) for review and approval.

11.2.6. Dumpsters: The Contractor is not permitted to use any Fort Campbell refuse dumpster for disposal of materials

11.2.7. Environmental Issues: Electronic files will be provided upon award of the contract to the successful bidders that cover all environmental concerns to include, but not limited to, storm water, waste diversion, asbestos/lead based paint, air quality, etc. Contractors are responsible for compliance with all Fort Campbell Environmental policies. Available at:

<https://home.army.mil/campbell/index.php/about/Garrison/dpw/environmental>

11.2.8. If hazardous chemicals or POL spills occur at the job site, the Fire Department and DPW Environmental Division shall be notified immediately. Contractor shall also notify the COR and KO. The Contractor shall submit a spill plan within the SSHP, which shall spell out their plan for handling spilling of fuel and/or hazardous materials. The spill plan shall be submitted to the KO for acceptance as a component to CDRL002, Site Safety and Health Plan.

11.2.9. No liquids or hazardous waste created or used during construction of the facility shall be deposited in the landfill. If liquids or hazardous waste are created or used during construction of the facility, the PPOC, Building 5134, shall be notified at phone (270) 798-9786 /9767. Disposal of such waste shall be done IAW environmental regulations. All Hazardous or Universal Waste Manifests for disposal must be coordinated through the DPW Environmental Division. If any fluorescent tubes or electrical ballasts are removed during renovation, they must be recycled by an approved facility. Any hazardous waste generated during renovation is the sole responsibility of the Contractors with regard to regulatory storage and disposal requirements. All hazardous wastes generated during this contract must be manifested off post. The manifest shall be coordinated by the COR with DPW Environmental Division Pollution Prevention Branch (Bldg. 5134), 2nd Street & Wickham Ave for signature prior

to transporting any materials off the installation.

11.2.10. The Emergency Planning and Community Right-To-Know Act (EPCRA) requires that site-specific information concerning hazardous chemicals use and release be provided to the Government. A hazardous material as per 29 Code of Federal Regulations (CFR) 1910.1200 is any substance, which is a physical or health hazard. The Contractor is required to maintain an inventory of hazardous materials and associated Safety Data Sheets (SDS) sheets using the attached FTCKY Hazmat Inventory Form (Attachment 01) and submit complete log prior to receipt of final payment for each TO. This inventory shall be provided on a separate submittal sheet to the KO at least 10 business days before the hazardous materials are brought on to the installation.

11.2.10.1. Inventories of hazardous substances shall be conducted by the Contractor which shall list, as required by the Act, all quantities received, amount used, and quantities turned in for disposal of hazardous substances. The amount that is not accounted for will be considered as quantities that were released to the environment. Based on this new requirement, it is imperative that strict inventory controls be placed on hazardous substances that are being used on Fort Campbell. Questions in reference to the EPCRA can be directed to the Pollution Prevention Branch, Environmental Division, phone number (270) 798-9786/9767, through the COR prior to submitting cost proposals on any TO.

NOTE: If no hazardous material, IAW 29 CFR 1910.1200 is to be brought onto the installation note such on the inventory form and submit the form.

11.2.10.2. Disposal of Chemical Wastes. The Contractor is responsible for the proper use, storage, and disposal of chemical material and waste IAW Fort Campbell Regulation 200-2. The DPW has established the following requirements in order for the post to remain in compliance with hazardous waste requirements as established by State of Kentucky, State of Tennessee and Federal Environmental laws.

11.2.10.3. Compatible Containers. Chemical waste shall be contained in and stored in aboveground compatible containers. Hazardous wastes shall not be stored underground. Any release or spill to the environment will be immediately reported to the Fort Campbell Fire Department and to the DPW Environmental Compliance Branch. (270) 798-2877.

11.2.10.4. Chemical Analysis. The Contractor is responsible for obtaining chemical analyses of all chemical wastes. All chemical waste shall be disposed of IAW Fort Campbell's Hazardous Waste Management Plan. Sampling of suspected hazardous waste is required to determine the hazardous waste characterization of the material. The Contractor is required to notify the COR one (1) day before the samples are taken. Waste analysis results shall be delivered by the COR to the DPW Environmental Pollution Prevention Branch (Bldg. 5134), 2nd Street & Wickham Ave. DPW Environmental will review the results and if necessary, the Contractor shall be responsible for coordinating any shipment of hazardous waste. DPW Environmental is the manifest signatory authority for any manifests as described in 11.2.9.

11.2.10.5. Hazardous Waste. The Contractor may not remove hazardous waste from Fort Campbell without prior coordination and manifest signature(s) from DPW Environmental Division. A licensed hazardous waste firm shall perform Hazardous Waste removal. The Contractor shall prepare the hazardous waste manifest form and provide the information to DPW Environmental 1 week prior to the removal. Each removal requires a signature by the DPW Environmental Pollution Prevention Branch before the shipment can depart Fort Campbell, KY. Contractor shall manage any hazardous wastes IAW 40 CFR and all local Fort Campbell Regulations.

11.2.11. Equipment Maintenance. Contractor shall only perform routine maintenance on equipment at job site as would normally be expected to support normal daily construction activities (exp. addition of lubricants and fuel). Contractor shall take all necessary precautions to ensure lubricants and fuel are not introduced into the environment by utilizing drip pans and/or other means to capture spilled or leaking petroleum products. Maintenance on equipment beyond that which would be expected for routine daily upkeep shall not be completed at the project site.

11.2.12. Site Maintenance. Contractor shall maintain any/all excavations, stockpiles, access roads, waste areas,

and all other work areas free from excess dust to such a reasonable degree as to avoid causing a hazard or nuisance.

11.2.13. Burning. Air pollution restrictions do not allow materials to be burned on the Government premises.

11.2.14. Asbestos and/or Lead Based Paint Abatement (Removal or Encapsulation). When work is in areas suspected of containing asbestos, OSHA Standard 29 CFR 1910.1001 shall apply. OSHA Standard 29 CFR 1926.1101 requires that asbestos be presumed to be present in all facilities constructed before 1980. Under this standard, where insulation or surfacing materials cannot be identified not to be or to contain asbestos, they will be assumed to be or contain asbestos with appropriate safety procedures taken. The Contractor shall, when tasked to do so in the TO, perform this determination as well as carry out the resultant abatement. The provisions OSHA Standard 1926.22 shall apply to the abatement of lead based paint. The Contractor shall identify and abate lead base paint when tasked to do so by individual TOs.

11.2.14.1. Asbestos Work: Any asbestos work to be conducted at Fort Campbell requires the personnel doing the work to have a minimum five (5) years of verifiable experience in either Tennessee or Kentucky. Additional appropriate certifications will be defined at the TO level.

11.2.14.2. If, at any time during the project, the Contractor discovers suspect asbestos/lead paint-containing material(s) which have not been previously identified in the contract, the Contractor shall not proceed with the work, and shall notify the COR and KO immediately.

11.2.15. Refrigerant Recovery: If applies to TOs. Refrigerant Recovery cylinders may be obtained from the Pollution Prevention Operations Center (PPOC) located at Bldg. 5209 Oregon Ave & Desert Storm Ave. The recovered refrigerant shall be taken to the PPOC (Bldg. 5209) for analysis and upon passing inspection shall be transferred into bulk 1000lb cylinders.

NOTE: The Contractor may use their own tanks but shall wait for refrigerant to be moved to Government owned cylinders before removing from Fort Campbell, KY. Expected delays should be anticipated and cost basis for delays shall be included in proposal.

## **PART 12 GOVERNMENT EQUIPMENT ON THE SITE**

12.1. All Government equipment and material on each project shall remain the property of the Government unless specifically noted otherwise. Contractor shall relocate all property that the Government retains title to as specified in the TO.

12.2. Contractor is required to protect equipment that is to remain in place within the area of TO operations and protect it against damage or loss, and to store equipment that is removed in performance of work where directed. Equipment temporarily removed shall be protected and returned equal to its condition prior to starting work at no additional expense to the Government. Security for equipment or material that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor. The Contractor shall be liable for damage or destruction of Government property caused by the Contractor, Contractor personnel or representatives of the Contractor in the performance of services in this contract. The Contractor shall submit a damage report to the COR KO and designated representative within two (2) workdays of damage or destruction to Government property or privately owned property caused by the Contractor, Contractor personnel, or representatives of the Contractor. The damage report shall detail the facts and the extent of damages or destruction, and the corrective action taken by the Contractor to repair damages or replace destroyed property.

## **PART 13 DISPOSAL OF WASTE**

13.1. Loose debris on trucks leaving the site shall be loaded in a manner that shall prevent dropping of materials

on streets and conform to local ordinances/laws. Fasten suitable cover, such as a tarpaulin, over the load before entering surrounding streets. The Contractor shall be responsible for cleaning up any materials that fall from trucks and held liable for any resulting damages. The Contractor is solely responsible for spillage from its vehicles, and such spillage shall be cleaned up immediately. For the duration of this contract and on a daily basis, the Contractor shall remove from all roads and/or streets asphalt, mud, soil, rocks, trash, and debris that result from its construction operations. All roads and or streets affected shall be cleaned before close of business on the particular day affected.

13.2. Contractor shall submit, upon request, all trip tickets from the landfill facility to show all debris is being land- filled IAW all Federal requirements and in an approved location.

13.3. The KO will determine if materials removed from and not reused in the project are salvageable or unsalvageable. Salvageable materials shall be disposed of as directed in the SOW. When material is designated as unsalvageable, the material shall become the property of the Contractor.

## **PART 14**

### **SALVAGE**

14.1. Title to all materials and equipment to be demolished, except items specified in the TO as Government salvage, shall be vested to the Contractor upon removal from the post. The Government will not be responsible for the condition, loss or damage to such property after NTP. All unsalvageable material will be disposed of legally off-post.

14.2. Projects which include Government salvage shall have such items clearly designated in the TO. Government salvage materials shall be cleaned, sorted, identified, bundled, boxed, etc. and delivered to the collection location identified in the individual TO.

## **PART 15**

### **CONSTRUCTION SITES**

15.1. GENERAL. TO construction sites must be operated and maintained according to these specifications and are subject to inspection and enforcement according to all Federal, State and Local Codes/Regulations.

15.2. AVAILABILITY AND USE OF UTILITY SERVICES. The Government will make available all reasonably required utilities to the Contractor from existing outlets and supplies, as specified in the TOs. The Contractor shall fully comply with all current requirements, rules and regulations in regards to connecting with existing utility systems. Furthermore, the Contractor shall carefully conserve all utilities furnished. The Contractor shall be responsible for all connection and disconnection costs as defined in the TO.

15.2.1. TEMPORARY UTILITY CONNECTIONS. Contractor will be responsible for contacting the utility provider and arranging for connections, disconnections, and billing. The Contractor shall be responsible to provide and maintain all necessary temporary service lines and connections within 5 feet of their temporary facilities. Meters required to measure the amount of each utility being used for the purpose of determining charges will be provided and installed by the parties stated below.

15.2.2. TEMPORARY ELECTRICAL CONNECTIONS. Projects involving connections, disconnections, upgrades, or modifications to the exterior electrical distribution service shall be coordinated with City Light & Power prior to bidding. City Light & Power shall perform all design and construction of exterior electrical distribution assets at Fort Campbell. The Contractor shall include all costs associated with electrical service design/installation in proposals for this project. This cost will be incorporated as a separate line item. To avoid construction delays, the Contractor shall contact City Light & Power as soon as possible after award to coordinate permits, applications, and schedules.

15.2.3. TEMPORARY WATER/SEWER CONNECTIONS. Projects involving connections to the exterior water or sewer service shall be coordinated with JACOBS (Phone: (931) 431-2015 on-site Engineer, Company Cell: (931) 980-7223) prior to bidding. No water or wastewater connections may be made without the execution of a written agreement with JACOBS. All design and construction of water and wastewater facilities at Fort Campbell shall be in compliance with the Water and Wastewater Design and Construction Standards obtained from JACOBS. JACOBS will determine what, if any, water and sewer infrastructure may be physically constructed by the Contractor and shall be the sole judge of the adequacy of any such construction performed by the Contractor. The Contract Price is to include the complete cost to design and construct water and sewer services under this contract whether designed and constructed by the Contractor or by JACOBS. Contractor shall include all cost associated with water/sewer line design/installations in proposals for this TO. Note that some work in Tennessee requires stamped drawings such as new lines, sewer, fire hydrants, etc. This type of design is considered "shop drawings", not a Design-Build action. The Contractor is recommended to contact JACOBS soon after award to coordinate permits and applications to avoid construction delays.

15.2.3.1. TOILET FACILITIES: Contractor's personnel are not permitted to use existing toilet facilities unless otherwise specified in the TO or permissions granted by COR. It shall be the Contractor's responsibility to request use of on-site facilities. No request infers "no necessity of use." If permission is granted, then facilities must be kept cleaned by Contractor.

15.2.4. TEMPORARY NATURAL GAS CONNECTIONS. Projects involving connections to exterior gas service shall be coordinated with Clarksville Gas. All requests must be returned to Clarksville Gas Fort Campbell (CGFC) Operations Center at BLDG 5100 1st St and TN Ave or fax to CGFC at (931) 542-9620. Contractor to include all cost associated with gas line installation by CGFC in proposals.

15.2.5. USE OF PERMANENT BUILDING UTILITY CONNECTIONS. Utilities consumed by the Contractor from permanent building utility connections shall also be metered and paid for by the Contractor. When the permanent system is activated, the initial meter reading shall be recorded and reported as specified below. On building renovation projects, the initial meter reading shall be recorded when the Contractor is given possession of the building to perform the work. The Contractor shall pay for utilities consumed through the permanent building connection until the work has been completed or the Government has occupied the facility, whichever occurs first.

15.2.6. TEMPORARY COMMUNICATIONS CONNECTIONS. Whereas projects include the scope of any communications work, the work shall be IAW the latest edition of the Fort Campbell RNEC standards and regulations unless specifically directed otherwise. The Contractor shall be responsible for the installation of the telephone and data system including the duct bank into the building, conduit, panels, cable trays, cables, boxes, faceplates, etc., as per the latest edition of the I3A – Technical Criteria for the Installation Information Infrastructure and the Fort Campbell Information Technology (IT) Design Guide unless required otherwise in this statement of work.

15.2.7. INITIAL WATER METER READINGS. Upon installation of the meter, the initial reading shall be recorded by the utility provider and forwarded to the point of contact for utility service with a copy to the COR.

15.2.8. FINAL WATER METER READINGS. Before completion of the work and final acceptance of the work by the Government, the Contractor shall notify the KO and the Non-Government utility provider in writing, 10 business days before termination of utility is desired. The utility provider will take a final meter reading and remove the meter and associated equipment. The provider will disconnect the utility service. The Contractor shall then remove all the temporary distribution lines and associated equipment.

15.2.9. TEMPORARY SERVICE INSTALLATION. Upon request, the Electrical Utilities Privatization Contractor shall install a temporary power pole, meter, and temporary service at a designated on-site location. The installed electrical meter shall be read monthly and shall be billed through the Fort Campbell DPW Business Operations Division.

15.2.10. TEMPORARY SERVICE DISCONNECT. Upon termination of the project, the Electrical Utilities



Privatization Contractor shall remove the temporary service to the project site and provide the final meter reading to the Fort Campbell DPW Business Operations Division.

15.3. GRASSED AREAS. Grass and weed growth in excavated materials that are stockpiled on site shall be controlled and / or cut weekly. Weeds and grass within the construction site shall also be controlled and / or cut weekly. Areas disturbed by construction and / or those areas required by the plans to be “re-seeded” shall be re-established by hydro seeding only.

15.4. PARKING AREAS. All construction related parking (whether for Contractors, Subcontractors, Suppliers, etc.) shall be located on-site where the construction is to take place, or at an approved off-site location, as approved by the COR. If off-site parking is required to accommodate Contractor, Subcontractor, or Supplier parking needs, the Contractor shall identify the off-site location to be used and how those individuals will get to and from the construction site. The Contractor shall avoid impacts to parking areas being occupied by the Customer who may still require access to the construction site.

15.5. SITE CLEANUP. During construction, the Contractor shall maintain all areas in a neat and orderly manner. Contractor shall keep the construction site cleaned daily of all construction trash, trash generated by employees, debris, and / or demolished building materials. If the work areas are not kept neat and orderly, the Contractor must return to the area to correct the unacceptable condition. During the laying of asphalt roads, streets and/or parking surfaces, areas soiled by residual asphalt shall be cleaned daily.

15.7. HAUL ROUTES. The Contractor is required to use the haul routes shown on the TO drawings for transportation of borrow materials, construction debris, or demolition materials unless otherwise permitted in writing by the Engineer. When haul routes are not designated, the Contractor must obtain approval from the COR for the routes the Contractor intends to use within 10 days of the NTP. The axle load of earth-hauling equipment operating on paved streets shall not exceed 80,000 pounds GVW, 20,000 pounds on a single axle, and 34,000 pounds on a tandem axle group. All construction debris/trash that leaves the project site will be covered from the time that it leaves the construction site. The Contractor immediately upon discovery or notification of such an occurrence will clean up any mud, soil or other material left along the haul route.

15.8. PROJECT SIGN. At the request of the Government or on projects over \$200k, the Contractor shall furnish and install a project sign, prior to commencement of construction, at a location near the project site, as designated by the COR. The project sign shall be constructed per the requirements outlined in Section 01 58 00 (Project Identification) in the Fort Campbell TDG.

## **PART 16**

### **ENVIRONMENTAL PROTECTION**

16.1. Protection of Land Resources. Prior to the start of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources, including trees, shrubs, vines, grasses, topsoil, and landforms, without special permission from the KO. No ropes, cables, or guides shall be fastened or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times.

16.1.1. Forest Resources. Merchantable timber and pine straw shall neither be cut nor removed from the construction site until the Louisville District Timber Harvest Office in conjunction with DPW Forestry Branch has assessed it. The Louisville District Timber Harvest Office will be given adequate time to arrange for the sale and removal of timber and pine straw. In the event that the Louisville District and Natural Resources Branch determine the amount or quality of timber or pine straw is not merchantable, they will inform the KO. The KO will authorize the Contractor to remove forest resources, which are in the footprint of construction.

16.1.2. Work Area Limits. Prior to any construction, the Contractor shall mark the areas that are not required to



accomplish all work to be performed under TOs under this contract. Isolated areas within the general work area, which are to be saved and protected, shall also be marked or fenced. Monuments, installed monitoring wells, and markers shall be protected before construction operations begin. Where construction operations are to be conducted during darkness (with prior approval from the COR), the markers shall remain visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects. The Contractor at no additional cost to the Government shall repair damage to protected areas/objects immediately.

16.1.3. Installation or Removal of Underground Storage Tanks (USTs), Oil/Water Separators, and Above-ground Storage Tanks. Prior to any installation/removal of USTs, the Contractor will contact the DPW Environmental Compliance Branch, UST Project Manager and provide all UST installation/removal information. The DPW UST Project Manager will apply for all UST installation/removal and operating permits on behalf of the Contractor. Strict sampling requirements exist for removals of these structures.

16.1.4. Protection of Landscape. Trees, shrubs, vines, grasses, landforms, and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, wrapping, or any other approved techniques.

16.1.5. Reduction of Soil Erosion. Earthwork brought to final grade shall be finished as indicated and specified in the TO. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earth work shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas as approved by the KO.

16.1.5.1. Erosion and Sedimentation Control Plan. When the total area of land disturbed is one (1) acre or more in size, the Contractor shall prepare an Erosion and Sedimentation Control Plan. The plan will be prepared IAW **Fort Campbell Policy for Storm Water Erosion and Sediment Control at Construction Projects**. Documents can be found by going to:

<https://home.army.mil/campbell/index.php/about/Garrison/dpw/environmental/compliance/water-quality-Storm-Water>

This plan is to be prepared, approved, and filed as part of the design prior to the start of any land-disturbing activity. When the area to be disturbed is less than one (1) acre, a formal plan will not be required; however, erosion and sedimentation control measures are required regardless of the size of the disturbance. The Contractor is responsible for installation and maintenance of sufficient erosion control practices to retain sediment within the boundaries of the site. If the installed protective measures do not work, additional measures must be taken. Surfaces shall be non-erosive and stable within 15 business days or 90 days after completion of the activity, whichever period is shorter. The Contractor shall construct and maintain the erosion and sedimentation control practices identified in the TO and any further measures necessary to comply with Tennessee Department of Environment and Conservation (TDEC) Chapter 4. The Contractor shall maintain all constructed erosion and sedimentation control practices until they Contractor receives a written approval by DPW's Water Management Branch (WMB) to remove.

16.1.5.2. Control of Runoff. Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and silt basins; by checking dams and berms to reduce the velocity and to divert runoff to protected drainage courses and by any measures required by area wide plans approved under the Clean Water Act, Paragraph 208.

16.1.5.3. Sediment Basins. Sediment from construction areas shall be trapped in temporary or permanent sediment basins IAW basin plans shown on the drawings. The basins shall accommodate the runoff of a local five (5)- year design storm. They shall be constructed as approved by the Government to prevent sedimentation of downstream or downslope areas.

16.1.6. The Contractor is responsible for knowledge of and compliance with all Environmental Laws, Regulations, and Programs of this Installation, the County, State and Federal Agencies that relate to or may arise under the performance of this contract. Included, but not limited to, its compliance with applicable standards for the

prevention, control and abatement of environmental pollution in full cooperation with the Installation, Federal, State and Local Governments.

16.1.7. Penalty charges resulting from citations against Department of Defense, Department of the Army or Fort Campbell, Kentucky or its Agents, Officers or Employees due to the Contractor's failure to comply with Environmental Laws, Regulations and Programs, that relate to or may arise under the performance of this contract may be deducted or offset by the Government from any monies due the Contractor, and with respect to such citations, the Contractor will further take any corrective or remedial actions required by applicable Federal, State, and Local Laws and Regulations. Such actions shall be at no additional cost to the Government.

## **PART 17**

### **DESIGN-BUILD CONSTRUCTION CONTRACTS**

#### Design-Build Contract Order of Precedence.

17.1. The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the Solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful Offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

17.2. In the event of conflict or inconsistency between any portion of this contract, precedence shall be given to FAR Clause 52.215-8 followed by:

17.2.1. Betterments: Any portions of the accepted proposal, which both conform to and exceed the requirements of the Solicitation.

17.2.2. The requirements of the Solicitation. (See also FAR 52.236-21, Alt I, "Specifications and Drawings for Construction").

17.2.3. All other elements of the accepted proposal.

17.2.4. Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

#### 17.3. Responsibility of the Contractor for Design.

17.3.1. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

17.3.1.1. The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed IAW a performance standard, the design services shall be performed so as to achieve such standards.

17.3.1.2. Neither the Government's review, approval or acceptance of, nor payment for, the services required under

this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government IAW applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

17.3.1.3. The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

17.3.1.4. If the Contractor is comprised of more than one (1) legal entity, each entity shall be jointly and severally liable hereunder.

#### 17.4. Contractor's Role during the Design Process.

17.4.1. The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the design and construction QC management programs with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation for eventual submission as Record Drawings. The Contractor shall require and manage the active involvement of key trade Subcontractors in the above activities.

#### 17.5. Deviating from the Accepted Design.

17.5.1. The Contractor must obtain the approval of the DOR and the Government's concurrence, in the form of supplemental agreement to the contract, for any Contractor-proposed revision to the professionally stamped-and-sealed and Government-reviewed final design that has been released for Construction before proceeding with the revision. The Government reserves the right to disapprove such a revision.

17.5.1.1. The Government reserves the right to non-concur with any revision to the final design that has been released for construction, including those which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed design.

17.5.1.2. Any Contractor-proposed revision to the design which deviates from the contract requirements (i.e., the Request for Proposal (RFP) and the accepted proposal), will require a bilateral modification (e.g., Supplemental Agreement) to the contract before any work commences.

17.5.1.3. Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

17.5.1.4. The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, IAW agreed procedures. The Designer of Record shall document its professional concurrence on the as-built for any revisions in the stamped and sealed drawings and specifications.

17.6. The DOR shall review and approve all material submittals for adherence to the contract and approved design prior to submitting for approval to the Government. Proof of the DOR's approval shall be shown on the submittal document to the Government.

17.7. It is important to effectively manage the design document review process and the comments that this process generates. Poorly managed design comment management can negatively affect a project in several ways – ranging from delay to design approval that, in turn, may impact the project design schedule and can affect the project

financial performance when payment is linked to approvals. It is the Contractor's responsibility to prepare a standard form to record and collate review comments for each design submission. The form is a record of the Reviewer's comments for each individual submission and shall be reviewed during each design review meeting held. The form shall be used to document responses from the Designer and indicate comment status (open/closed).

## **PART 18**

### **TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER**

18.1. This provision specifies the procedure for the determination of time extensions for unusually severe weather IAW the FAR 52.249-10 "Default (Fixed-Price Construction)". In order for the KO to award a time extension under this clause, the following conditions must be satisfied:

18.1.1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

18.1.2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

18.2. The following schedule of monthly-anticipated adverse weather delays are based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in weather dependent activities.

#### **MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON FIVE (5) DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	5	5	6	6	4	5	4	4	4	4	6

18.3. Upon acknowledgement of the NTP and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days affected by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated listed above, the KO will convert any qualifying delays to days, giving full consideration for equivalent fair weather workdays, and issue a modification IAW the FAR 52.249-10 "Default (Fixed-Price Construction)".

18.4. The following is considered as adverse weather: Weather of a nature that workers cannot perform work as scheduled or get to the work site (i.e., hurricane, tornado, high winds, floods, extremely cold weather, ice storm, sleet, heavy snowstorm, etc.).

## **PART 19**

### **FINAL INSPECTION AND ACCEPTANCE STANDARDS**

19.1. Seeding and Sodding. Conditions permitting, within seven (7) workdays of actual completion of work at contract site, the Contractor shall restore soil to proper grade and provide soil stabilization as outlined in individual TOs or TDG.

19.1.1. When areas of the site are raked prior to hydro seeding or for leveling of topsoil to rid the site of mounds, clods and- /- or ruts, the Contractor shall ensure that no clods larger than one (1)" are left on the site. The Contractor shall restore the site to a condition and appearance similar or equal to existing before the damages occurred. Such restoration work will not be considered complete until accepted by the COR after 90% stabilization has been achieved. The Government will not accept sites that have not been raked and restored to this standard. If sod is installed, the Contractor shall replace installed sod at its own expense up to a six (6) month period if the sod is not healthy, established, and vigorous.

19.2. Signs and Barriers. All Contractors' stakes, traffic/- safety cones and barriers, warning tape, erosion control fences, etc. that are erected during construction, shall be removed entirely after completion of the project and day of Government final acceptance. Such items left at or near the project site after this period are subject to confiscation by the Government.

19.3. Trailers and Storage Units. All trailers, equipment/-storage units, residual construction materials shall be removed from the construction site within five (5) workdays after completion of work at that job site. No final inspection will be scheduled until the removal of all trailers, equipment/storage units, and residual construction materials.

## **PART 20**

### **ON/OFF RAMPING PROCEDURES**

20.1. The Government intends to utilize an "On and Off Ramp" concept in order to maintain a sufficient pool of contract awardees. The total number of Contractors within each pool may fluctuate due to any number of reasons including, but not limited to, competition levels on TOs, mergers & acquisitions; and the Government's exercise of the off-ramp process. It is in the Government's best interest that there remain an adequate number of Contractors eligible to compete for TOs to meet the Government's mission requirements.

#### **A. On-Ramping.**

Contractors will be notified that on-ramping additional Contractors may occur at any time during the life of the Multiple Award Task Order Contracts (MATOCs), and that the determination to utilize the on-ramping procedures below will rest solely on the Government. The Government will determine when and how often on-ramping, will be used throughout the life of the contracts. Contractors will be notified through SAM.gov when on ramping is to take place.

#### **B. Procedures for On-Ramping.**

The Government will determine whether it would be in its best interest to initiate an on-ramp to add additional Contractor(s) to the pool at any time, subject to the following conditions:

- (1) An open season notice is published in SAM.gov IAW FAR Part 5, Publicizing Contract Action. During open season, the same procedures will be followed as putting the initial contracts in place.
- (2) The determination of the use of seed or sample projects will be made at time of the acquisition planning for the open season. The projects utilized will be representative of the projects that will be advertised on the MATOC.
- (3) An open season solicitation is issued under current Federal procurement law.
- (4) The solicitation identifies the total anticipated number of new contracts the Government intends to award.
- (5) Any Offeror that meets the eligibility requirements set forth in the original solicitation may submit a proposal in response to the on-ramp solicitation.
- (6) The award decision under the open season solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation.
- (7) An Offeror's proposal met all acceptability criteria stated in the original solicitation.
- (8) The minimum guarantee will be \$5,000 for each contract award.
- (9) The terms and conditions of any resulting awards are materially identical to the existing version of the contract.
- (10) The period of performance term for any new awards is coterminous with the existing term for all Contractors.

- (11) Award to seven (7) to 10 awardees is expected.
- (12) The Government will restrict on-ramping to HUBZone Small Businesses.
- (13) Immediately upon on-ramping, the Contractor is eligible to submit a proposal in response to any TO solicitation and receive TO awards with the same rights and obligations as any other MATOC Contractor.

**C. Off-Ramping.**

Off-Ramping is defined as the process of removing a Contractor from the MATOC pool. The Government intends to Off-Ramp non-performing Contractors through any of the methods outlined below:

- (1) Reasons that the Government may elect to off-ramp a Contractor include, but are not limited to, unsatisfactory performance on TOs under the MATOC, or failure to regularly submit proposals in response to RTOPs issued under the MATOC.
- (2) Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
- (3) Termination for Default as defined In FAR Part 49.

## **PART 21 PROGRESS OF WORK**

21.1. Contractor shall submit all proposed work schedules to the COR for approval within ten (10) days after NTP unless otherwise specified. The reports contemplated by FAR Clause 52.236-15, Schedules for Construction Contracts.

21.1.1. The Contractor shall refer to CDRL 005 for schedule requirements. Microsoft Projects (MSP) format shall be used to develop a project schedule as mentioned in Paragraph 5.2.2.2.3. of this base contract. The contract work shall be divided into definable contract features (Critical Path). As a minimum, the Contractor shall address each specification section as a principal contract feature. The “weighted” column should indicate the percentage of the contract for which each principal contract feature accounts. The vertical lines shall be identified by specific time frames, (i.e., weekly, bi-weekly, monthly) with one (1) space accounting for no more than one (1) month. The Contractor shall identify the date of award of the remediation action on the chart. The Contractor shall also identify the contract completion date on the chart. The Contractor shall place bars on the chart to indicate scheduled progress for each feature of work. The Contractor shall note the anticipated percentage complete for each item at the end of each month and at the end of scheduled block. The Contractor shall provide an updated progress schedule with each pay request or as directed by the KO. When the Contractor’s actual work effort falls behind projections, the Contractor must provide a written plan and updated schedule to the KO describing his efforts to remedy and avoid late delivery of the project.

## **PART 22 WORK IN SPECIAL SECURITY AREAS**

22.1. When required, the customer shall provide all escorts required for access to secure areas. The COR will coordinate access.

## **PART 23 DELAYS IN ENTERING AND LEAVING WORK AREA**

23.1. If the work site is located in a restricted or controlled area, the Contractor may experience delays due to compliance with entrance/exit requirements of restricted/controlled areas. The Contractor shall make allowances in their proposal for reasonable delays in accessing the site for security reasons. In addition, due to the nature of restricted areas, the Contractor may be requested to leave the restricted area at any given time. The KO may



extend the contract performance time when area designations change while the Contractor is working.

## **PART 24**

### **SAFETY AND HEALTH**

#### **24.1. Employee Health and Safety.**

24.1.1. The Contractor shall comply with all pertinent provisions of the Corps of Engineers Manual (EM) 385-1-1, entitled "Safety and Health Requirements Manual," as amended. The Contractor shall also take or cause to be taken such additional measures as the KO may determine to be reasonably necessary for the purpose of health and safety.

24.1.2. The Contractor shall maintain an accurate record of all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident, and exposure data of all work performed under this contract. Data shall be reported to the COR and KO immediately.

24.1.3. The COR will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to comply promptly, the KO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time, excess costs, or damages by the Contractor.

24.1.4. Compliance with the provisions of this section by Subcontractors will be the responsibility of the Contractor.

24.2. Standards: 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.

24.2.1. OSHA General Industry Safety and Health Standards (29 CFR 1910), Publication V2206, OSHA Construction Industry Standards (29 CFR 1926). One (1) 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. They are for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

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

24.2.3. 313A Safety Data Sheets, Preparation and the Submission to the Bio-Environmental Office on each Installation.

24.2.4. Use of Asbestos Containing Material or any Class 1 Ozone Depleting Chemical Compounds are prohibited.

24.2.5. All welding and cutting operations shall be done IAW nationally recognized good practice. The current publications of the American Welding Society and the National Fire Protection Association (NFPA) shall be used as a minimum standard of nationally recognized safety procedures in welding and cutting.

24.3. The Contractor shall provide the necessary methods of fire extinguishment and fire prevention. Before operations begin, clear all welding and cutting operations with the KO or COR before preparing for such operations.

24.4. The Contractor shall discontinue all burning, welding, or cutting operations one (1) hour prior to the end of the workday. The Contractor shall provide a worker to remain at the site for thirty minutes after discontinuing the above operations. This worker shall make a thorough inspection of the area for possible sources of latent

combustion. Any unsafe conditions shall be reported to the Fire Department for their investigation.

24.5. The use of open-flame heating devices will not be allowed except as coordinated through the COR and Fire Department. Such permission will not be granted unless the Contractor has taken all venting precautions. Burning trash, brush or trees on the job site will not be allowed. Approval for the use of open-flame heating devices will in no way relieve the Contractor from the responsibility of any damage resulting from such fires.

24.6. Flammable liquids shall be stored and handled IAW the Flammable Liquids Code (No. 30) of the National Fire Protection Association. Flammable liquids shall not be stored in the Contractor's storage trailers.

24.7. The Fort Campbell Fire and Emergency Services is available for assistance concerning fire hazard questions.

## **PART 25**

### **DELIVERABLES**

25.1. All submittals shall be submitted to the DPW-CMB Drop Box for approval at [usarmy.campbell.imcom-atlantic.mbx.dpw-contract-management@army.mil](mailto:usarmy.campbell.imcom-atlantic.mbx.dpw-contract-management@army.mil).

25.2. Submittals and Samples. The Contractor shall submit manufacturer's literature (literature may be provided electronically IAW KO Guidance), material samples, color samples, and applicable shop drawings as indicated for materials, components, and systems to be installed in reference to the TO. All Manufacturer Cut Sheets/informational data shall be original Manufacturer Sheets.

25.3. APPROVED/ACCEPTED SUBMITTALS: The Engineer's and/or COR's approval/acceptance of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval/acceptance will not relieve the Contractor of the responsibility for any error, which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved/accepted by the Government, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

25.4. The Contractor shall provide a Submittal Register listing all required submittals in the contract to the Government at the time of the first submittal and an updated Submittal Register shall accompany each subsequent submittal. Submittal Register forms, (DPW-EDB Form 4288-R (TE B)). An initial Submittal Register will be provided at the Pre- Performance Conference.

25.4.1. The Contractor is required to obtain approval as indicated in the Submittal Register for items, regardless of whether identical to the ones referenced in the contract documents or a substituted "equal" prior to installation. The Contractor assumes all risks and liabilities for costs incurred with materials and systems purchased prior to the issuance of approval for the said materials, items, or systems. Any item submitted that is not as specified and submitted as "equal" shall be clearly marked as a "variance" on the Material Approval Submittal sheet under "Description of Material" for the item.

25.4.2. If the Contractor chooses items or equipment other than ones referenced on the drawings or specifications, they shall submit samples (which shall become the property of the Government), such as manufacturer's literature, illustrations, schedules, performance charts, instructions, brochures, diagrams and other information of their "equal" and the ones referenced. These materials will be used for comparison purposes in determining the acceptability of the "equal" unit. If there is insufficient information to compare, the submittal will be returned as disapproved.

25.4.3. Color Samples. The Contractor shall review contract specifications and all submittals for sections that

require color selections, all color samples shall be submitted together. Color samples submitted separately will not be reviewed until all required samples are received. It is the responsibility of the Contractor to inquire about all submittals at the Pre-Performance Conference.

25.4.4. Submittals and Shop Drawing Review: Submittals and shop drawings will be reviewed by DPW Architects and/or Engineers for general conformance with design intent only and not for verification of dimensions or approval of means and methods of construction or compliance with codes, regulations, or design guides. The Contractor and the Contractor's Design Team are fully responsible for all engineering design, coordination, and for means and methods of construction. Reviews will be completed within ten (10) days on average.

25.5. DD Form 1354, Transfer and Acceptance of DoD Real Property. The Government will provide a blank DD Form 1354 to the Contractor at the Pre-Performance Conference as necessary. The Contractor shall, as a submittal, provide a completed Form 1354 as part of the close out of the Construction Phase prior to or at final inspection/acceptance of work as required by each TO. DD Form 1354, Transfer and Acceptance of DoD Real Property, utilizes actual costs and quantities for installed/constructed components and captures facility costs for Master Plans Real Property.

25.6. Record (As-Built) Drawings. During the progress of the work, the Contractor shall keep a careful record at the job site of all changes, corrections, and deviations from the layouts and details shown on the drawings to include all TO modifications. The Contractor shall enter such changes and corrections on record drawings promptly, but not later than on a weekly basis. Where underground utilities are installed, note the depth of utility installed. Where new utilities cross over or under existing utilities, note the burial depth of the new and existing utility and the vertical and/or horizontal separation. Where new utilities run parallel to new and existing utilities, note the depth at which installed and the horizontal and/or vertical separation between utilities. Valves splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The depth below the surface of each run shall be recorded, in addition to the size and type of conduit or pipe used for the run.

25.6.1. The Contractor shall provide a skilled Computer-Aided Design and Drafting (CADD) Technician to create as-built drawings. The Government will provide a title sheet and any other CADD drawings that may be available. The lack of CADD drawings does not relieve the Contractor of creating and providing properly scaled drawings. Drawings shall be in "Model Space" in MicroStation or equivalent in AutoCAD and "State Plane". The Contractor shall furnish two (2) 24" x 36" hard copies of As-Built drawings and two (2) CDs in an electronic format compatible with Bentley MicroStation (.DGN) file and PDF to the COR prior to receipt of final payment. The As-Built drawings shall show any deviations from the original drawings, including any modifications/change orders, which were issued by the Government during the contract. No "red-line" or marked-up drawings will be accepted. Contractor's final pay will not be processed until all requirements of the TO have been met to include "as-built drawings."

25.6.1.1. Computer-Aided Design and Drafting (CADD). Drawing scale units shall be in the English system. Regardless of the CADD program the A/E uses in-house, all drawings shall be in a Bentley MicroStation release V8, V8i, select series 4 or a compatible, approved equal. The Contractor (on behalf of their Subcontractors and designers) shall relinquish any and all copyrights on the plans and other documents, so that the Government may modify the plans and use any or all of it elsewhere. Architects and Engineers shall not lock CADD files (read only format).

25.6.1.2. Completed drawings shall be completed by the Contractor and sent to the Government 15 days after the construction completion date. This final submittal shall be shown on the project schedule as a milestone and Contracting may hold a portion of the total funds until documents have been processed as As-Built.

25.6.2. The Government will provide the Contractor with record drawings in electronic format for those TOs where no Contractor-provided design is required. The Government will provide the Contractor with as-built drawings of existing facilities, when available. The Government does not guarantee the accuracy or adequacy of existing as-built drawings. It is the Contractor's responsibility to verify all as-built conditions prior to the issuance of each TO. The Contractor shall be responsible for the reproduction of these drawings if multiple copies are needed (i.e., Sub contractor copies).

25.7. Operation, Installation and Maintenance Manuals (OI&M Manuals). Provide OI&M manuals, including Manufacturers recommended spare parts list, for the new/replaced and/or modified system/equipment IAW CDRL 007, Operating and Maintenance (O&M) Manuals. At the request of the Government, the Contractor shall provide two (2) hard copies, two (2) electronic (CD) copies for all deliverables listed in each TO, to: Directorate of Public Works – CMB, BLDG 3709 Polk RD., Fort Campbell, KY 42223. The hard copy manuals shall be in environmentally protected covering, 3-ring rigid binders, which is clearly tabbed, indexed, and marked for easy use. Manuals shall be approximately 8-1/2 by 11 inches with large sheets folded in and capable of being easily pulled out for reference. All manuals for the project must be similar in appearance and be of professional quality.

25.8. Federal Aviation Administration (FAA) Form 7460-1 Notice of Proposed Construction or Alteration. (Crane Lifting Operations).

- a) If you are required to file notice under 77.9, you must submit to the FAA a completed FAA Form 7460-1, Notice of Proposed Construction or Alteration. FAA Form 7460-1 is available at FAA regional offices and on the Internet at:

<https://www.faa.gov/forms/index.cfm/go/document.information/documentid/186273>

25.9. Structural Certification of Arms Vault: After installation of Arms Vault IAW AR 190-11, Physical Security of Arms, Ammunition, and Explosives, the Government will perform certification using DA Form 4604, Security Construction Statement.

## **PART 26**

### **RECORDING AND PRESERVING HISTORICAL & ARCHEOLOGICAL FINDS**

26.1. PRESERVATION AND RECOVERY OF HISTORICAL, ARCHEOLOGICAL, AND CULTURAL RESOURCES. Existing historical, archeological, and cultural resources within the Contractor's work area will be designated by the KO and precautions taken to preserve all significant resources, as they existed at the time they were pointed out to the Contractor. The KO's guidance shall be taken from the recommendations of the Cultural Resources Survey produced for the project area by the Government, or by the Contractor as a part of TO design. The Contractor shall install all protection for resources designated on the drawings and shall be responsible for their preservation during TO work awarded under this contract.

26.2. ARTIFACTS RECOVERED DURING CONSTRUCTION. Any unforeseen historical or archeological finds encountered during Contractor operations shall be justification to cease all activity in the affected area. The DPW Environmental Compliance Branch and KO shall be promptly notified. They will determine the significance of the findings, if necessary, after consultation with the Kentucky State Historic Preservation Officer, prior to authorizing the Contractor to resume operations in that area.

26.3. Cultural Resources Protected By Law. Cultural resources on Federal property are protected and managed by the Archeological Resources Protection Act of 1979, and other applicable laws. Artifacts may be collected on Fort Campbell only after approval by the DPW Environmental Compliance Branch as part of a controlled research design for scientific and cultural purposes. Collection for personal use is not authorized. Conviction subjects the violator to Civil and Criminal Penalties.

## **PART 27**

### **POINTS OF CONTACT**

27.1. The following Points of Contact are to be used for any contact and coordination required.

- 27.1.1. JACOBS – (931) 431-2015  
COR – (931) 980-7223
- 27.1.2. Clarksville Gas Fort Campbell – (931) 542-9620; fax: (931) 542-9601  
COR – (270) 798-9719
- 27.1.3. City Light & Power (CLP), System Owner, Building 5138, 1<sup>st</sup> Street & Wickham Avenue, (270) 698-8970  
COR – (270) 798-0819
- 27.1.4. Directorate of Public Works (DPW)  
Engineering Design Branch – (270) 798-7213  
Construction Management Branch – (270) 798-1266
- 27.1.5. Fort Campbell Fire Department: EMERGENCIES – 911  
Central Dispatch Center – (270) 798-1221/1224  
Fire and Emergency Services – (270) 798-3473  
Hazardous Waste – (270) 798-9769  
Hot Work – (270) 798-7171
- 27.1.6. Range Control Fire Desk: (270) 798-3001

## **PART 28**

### **APPLICABLE CODES AND REGULATIONS**

28.1. The latest edition of the following Codes, Regulations, Guides, and Criteria shall be used for all design and construction under this contract. If there is a conflict between these codes or regulations and these contract specifications, the UFC will override. The Contractor shall have a copy of each of these documents available for use during the term of this contract.

28.2. The UFGS are mandatory for all work required under this contract. The Contractor is responsible for obtaining the UFGS and for maintaining updates to the specifications. The specifications whether referenced or not (in whole or part), shall be considered part of all TOs issued under this contract. Where two (2) specifications are listed for a certain item of work the Army section as denoted by an “A” shall be used. When there is no Army designated spec use the Navy (denoted by “N”) or in the absence of either use an industry standard specifications or others listed in the Construction Criteria Base (CCB).

28.3. The UFC documents including, but not limited to:  
UFC 1-200-01 DoD Building Code (General Building Requirements)  
UFC 3-410-01 Design: Heating, Ventilating, and Air Conditioning  
UFC 4-010-01 DoD Minimum Antiterrorism Standards for Buildings  
UFC 3-600-01 Design: Fire Protection Engineering for Facilities  
A complete listing can be obtained at:  
<https://www.wbdg.org/ffc/dod/unified-facilities-criteria-ufc/ufc-3-600-01>

28.4. The latest edition of the Fort Campbell, Kentucky Technical Design Guide and the Installation Design guide shall also be included as part of the TO requirements. These are “living documents” and can be obtained from  
<https://www.lrl.usace.army.mil/Missions/Engineering/guidepubftc.aspx>  
<https://home.army.mil/campbell/index.php/about/Garrison/dpw/master-planning-division>

28.5. The following are additional Criteria, Codes, Regulations and Guides which shall be incorporated into all designs and used for construction:

ASHRAE 90.1 Energy Standard for Buildings Except Low-Rise Residential Buildings EPACT 2005 Energy

Policy Act of 2005, Public Law 109-58.  
 IBC, International Building Code  
 IEEE C2, National Electrical Safety Code  
 IESNA Illuminating Engineering Society of North America  
 MIL HDBK 1190, Military Handbook for Facility Planning and Design Guide  
 MIL HDBK 1191, Military Handbook for Medical and Dental Treatment Facilities, Design and Construction Criteria Guide  
 National Electrical Contractors Association (NECA) National Electrical Installation Standards (NEIS)  
 TI 800-01, Design Criteria  
 TI 800-03, Technical Requirements for Design-Build  
 TM 5-811-3, Electrical Design: Lightning and Static Electricity Protection USDA – Rural Utility Service (RUS)  
 RUS 1724D-101B System Planning Guide  
 RUS 1724D-104 Economics Workbook Procedure  
 RUS 1724E-152 OH Dist. Line Conductors Mechanics RUS 1724E-153 Guys and Anchors  
 RUS 1724E-154 Distribution Conductor Clearances and Span Limitations  
 RUS 1724E-200 Design Manual HV Transmission Lines  
 RUS 1724E-203 Upgrading RUS Transmission Lines  
 RUS 1724E-204 Specs Steel Pole H Frame  
 RUS 1724E-205 Embedment Depths  
 RUS 1724E-214 Guide Specifications for Standard Class Steel Transmission Poles  
 RUS 1724E-300 Rural Sub Station Design  
 RUS 1724E-224 Specifications and Drawings for Steel Poles  
 RUS 1728F-804 Specifications and Drawings for 12.47/7.2 kV Line Construction  
 RUS 1728F-806 Specifications for Underground Distribution  
 RUS 1728F-810 Specifications and Drawings for 34.5 to 69 kV  
 RUS 1730B-121 Pole Inspection and Maintenance  
 RUS 1751F-650 Aerial Plant Guying and Anchoring  
 UEP-steel poles Guidelines for the Use Steel Distribution Poles Uniform Building Code (UBC)  
 Uniform Mechanical Code (UMC)  
 Uniform Plumbing Code (UPC)  
 International Plumbing Code (IPC)  
 Standard Building Code National Electrical Code (NEC)  
 American National Standards Institute (ANSI) C-2, national Electrical Safety Code (QIESC) Life Safety Code,  
 National Fire Protection Association (NFPA) 101  
 National Fire Protection Association (NFPA) MIL Handbook 1190  
 Southern Building Codes

28.6. Workmanship shall be governed by the preceding documents and National Electrical Contractors Association (NECA) listed below:

NECA 100-2006 - Electrical Symbols Set  
 NECA 100-2006 - Symbols for Electrical Construction Drawings (ANSI)  
 NECA 101-2006 - Standard for Installing Steel Conduit (Rigid, IMC, EMT) (ANSI)  
 NECA 102-2004 - Standard for Installing Aluminum Rigid Metal Conduit (ANSI)  
 NECA 111-2003 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC) (ANSI)  
 NECA 1-2010 - Standard Practice of Good Workmanship in Electrical Construction (ANSI)  
 NECA 120-2006 - Standard for Installing Armored Cable (Type AC) and Metal-Clad Cable (Type MC) (ANSI)  
 NECA 121-2007 - Standard for Installing Nonmetallic-Sheathed Cable (Type NM) and Underground Feeder and Branch-Circuit Cable (Type UF) (ANSI)  
 NECA 130-2010 - Standard for Installing and Maintaining Wiring Devices  
 NECA 169 - Standard for Installing and Maintaining Arc-Fault Circuit Interrupters  
 NECA 200-2010 - Recommended Practice for Installing and Maintaining Temporary Electric Power at Construction Sites (ANSI)  
 NECA 202-2006 - Standard for Installing and Maintaining Industrial Heat Tracing Systems (ANSI)  
 NECA 230-2010 - Standard for Selecting, Installing, and Maintaining Electric Motors and Motor Controllers



(ANSI)

NECA 303-2005 - Standard for Installing Closed-Circuit Television Systems (CCTV) (ANSI)  
 NECA 305-2010 - Standard for Fire Alarm System Job Practices (ANSI)  
 NECA 331-2009 - Standard for Building and Service Entrance Grounding and Bonding (ANSI)  
 NECA 400-2007 - Standard for Installing and Maintaining Switchboards (ANSI)  
 NECA 402-2007 - Standard for Installing and Maintaining Motor Control Centers (ANSI)  
 NECA 406-2003 - Standard for Installing Residential Generator Sets (ANSI)  
 NECA 407-2009 - Recommended Practice for Installing and Maintaining Panel boards (ANSI)  
 NECA 408-2009 - Standard for Installing and Maintaining Busways (ANSI)  
 NECA 409 -2009 - Standard for Installing and Maintaining Dry-Type Transformers (ANSI)  
 NECA 410-2005 - Standard for Installing and Maintaining Liquid-Filled Transformers (ANSI)  
 NECA 411-2006 - Standard for Installing and Maintaining Uninterruptible Power Supplies (UPS) (ANSI)  
 NECA 420-2007 - Standard for Fuse Applications (ANSI)  
 NECA 430-2006 - Standard for Installing Medium-Voltage Metal-Clad Switchgear (ANSI)  
 NECA 503-2005 - Standard for Installing Fiber Optic Lighting Systems  
 NECA 505 Standard for Installing and Maintaining High Mast, Roadway and Area Lighting  
 NECA 700-2010 - Standard for Installing Overcurrent Protection to Achieve Selective Coordination  
 NECA 90 Recommended Practice for Commissioning Building Electrical Systems (ANSI)  
 NECA/AA 104-2006 - Standard for Installing Aluminum Building Wire and Cable (ANSI)  
 NECA/BICSI 568-2006 - Standard for Installing Building Telecommunications Cabling (ANSI)  
 NECA/BICSI 607-2011 - Standard for Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings  
 NECA/EGSA 404-2007 - Standard for Installing Generator Sets (ANSI)  
 NECA/FOA 301-2009 - Standard for Installing and Testing Fiber Optics (ANSI)  
 NECA/IESNA 500-2006 - Standard for Installing Indoor Lighting Systems (ANSI)  
 NECA/IESNA 501-2006 - Standard for Installing Exterior Lighting Systems (ANSI)  
 NECA/IESNA 502-2006 - Standard for Installing Industrial Lighting Systems (ANSI)  
 NECA/MACSCB 600-2003 - Recommended Practice for Installing and Maintaining Medium- Voltage Cable (ANSI)  
 NECA/NEMA 105-2007 - Standard for Installing Metal Cable Tray Systems (ANSI)  
 NECA/NEMA 605-2005 - Recommended Practice for Installing Underground Nonmetallic Utility (ANSI)  
 EM 385-1-1 Corps of Engineers Manual, - Safety and Health Requirements Manual

28.7. Additional publications and regulatory documents may be identified as required for individual TOs.

## SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

### CONTRACT ADMINISTRATION DATA

**1. CONTRACTING OFFICER'S AUTHORITY:** The Contracting Officer is the only person authorized to direct changes in any of the requirements under this Contract and notwithstanding any provisions contained elsewhere in this contract. The said authority remains solely with the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and solely at the risk of the Contractor.

**2. CONTRACT ADMINISTRATION:** After award, the Mission and Installation Contracting Command – Fort Campbell will administer the contract. The Contractor shall, after receipt of contract, direct all questions concerning the contract to:

922<sup>th</sup> CBN & MICC FORT CAMPBELL  
6923 38<sup>th</sup> & DESERT STORM AVE.  
FORT CAMPBELL, KENTUCKY 42223  
TELEPHONE NUMBER: (270) 798-7813

### 3. TASK ORDER ORDERING PROCEDURES:

- a. The total program value for this acquisition is estimated at \$495,000,000.00. The total dollar value of all orders placed on all contracts awarded will not exceed the total program value.
- b. In accordance with FAR 16.505, all multiple awardees shall be provided a fair opportunity to be considered for each order in excess of the micro-purchase threshold, unless the contracting officer determines that one of the exceptions in FAR 16.505(b)(2) applies.
- c. Fair opportunity and contractor selection will be based on an assessment of the consideration factors or other factors, as determined by the Contracting Officer, and as tailored to the acquisition.
- d. **OMBUDSMAN: In accordance with FAR 16.505(b)(8), a Task Order Ombudsman has been appointed for this contract and is identified below. The ombudsman will review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures in the contract.**

Mrs. Christine B. Barge  
Task Order Ombudsman  
Mission and Installation Contracting Command  
Christine.B.Barge.civ@army.mil  
210.466.2048

### 4. INVOICES/PAYMENTS:

- a. Progress payments are authorized under the MATOC in accordance with FAR Clause 52.232-5, Payments under Fixed-Price Construction Contracts, which states that the Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer. When the work is certified complete, and a proper invoice has been received, the invoice can be processed for payment by the Government.
- b. The Contractor shall not submit an invoice for progress payment for an overall percentage greater than that on the last approved QC report. The latest approved progress schedule will provide a basis for progress payments and percent completion IAW the project progress schedule.
- c. Invoices shall contain the Contract Number and applicable Task Order Number. A “Contractor’s Statement of Release” shall also be furnished with each final Task Order Invoice in accordance with the requirements of FAR Clause 52.232-5(h) (3).
- d. Payment will be made by Defense Finance and Accounting System (DFAS). All contractor invoices are required to be submitted electronically in accordance with DFARS Clause 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports. Contractors shall submit invoices through Wide Area Workflow (WAWF) at <https://wawf.eb.mil/>. Payment will not be made unless the Contractor WAWF submissions are submitted and processed correctly. Contractor invoices must reflect the contract line item numbers (CLINs) contained in the Contract. Proper invoices also must reflect the prices stipulated in the Contract and the service/supply must be delivered, inspected and accepted. An interactive self-paced training module is available for both Contractor and Government personnel at <https://picetraining.eb.mil/wbt/xhtml/wbt/wawf/index.xhtml> to learn how to use WAWF. WAWF also offers customer support and/or assistance at 1-866-618-5988. Applicable codes necessary for submission of invoices against the resultant contract will be provided.

**5. CONTRACT PAYMENT:** All invoices shall be sent to DFAS via <https://wawf.eb.mil/> in accordance with DFARS Clause 252.232-7003, Electronic Submission of Payment Requests.

**6. IMPORTANT NOTICE:** The Contractor shall not accept any instructions issued by any person other than the Contracting Officer or Contracting Officer's Representative (COR) acting within the limits of his/her authority. No information other than that which may be contained in any authorized amendment to this solicitation or any authorized modification to any resulting contract issued by the Contracting Officer shall be considered as grounds for deviation from any provisions, conditions or other terms of the resulting solicitation or any resulting contract.

**7. GOVERNMENT CONTRACTING OFFICER'S REPRESENTATIVES, CONSTRUCTION REPRESENTATIVES AND THEIR AUTHORITY:**

- a. The Contracting Officer will appoint the individuals to act as the COR. The COR designation will be made in writing with a copy furnished to the Contractor.
- b. No oral statements of any person, whomsoever, will in any manner or degree, modify or otherwise affect the terms and conditions of this Contract. The Contracting Officer shall be the only person authorized to approve changes in any provisions contained elsewhere in this Contract, said authority shall remain solely with the Contracting Officer.

**SECTION I - CONTRACT CLAUSES**

The following have been modified:

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of clause)

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

The following have been modified:

**INSTRUCTIONS TO OFFERORS**

**PART I – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**1. NOTICES TO OFFERORS:**

**1.1. COMPETITION:** This competitive acquisition is 100% set aside for Historically Underutilized Business Zone (HUBZone) Program participants, pursuant to the requirements of FAR section 19.13, Historically Underutilized Business Zone (HUBZone) Program.

1.2. NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE for this acquisition is 236220. It is the Offeror's responsibility to ensure that its System for Award Management (SAM) registration includes this NAICS. If it does not, contract award may be delayed.

1.3. OFFER ACCEPTANCE PERIOD: See Standard Form 1442, SOLICITATION, OFFER, AND AWARD, BLOCK 13 D. AND BLOCK 17. Offerors providing less than 180 calendar days for Government acceptance after the date offers are due will not be considered for award and will be rejected. If the Offeror would like to provide more than 180 calendar days to be considered, the number of days must be inserted in BLOCK 17. Failure to insert a number into BLOCK 17 shall mean the Offeror accepts the minimum in Item 13D.

1.4. PERFORMANCE AND PAYMENT BONDS: Offerors are reminded of the requirement for performance and payment bonds (SEE BLOCK 12A. of the STANDARD FORM 1442 – SOLICITATION, OFFER, AND AWARD and FAR Clause 52.228-15 -- Performance and Payment Bonds -- Construction) Performance and Payment Bonds shall be submitted at the task order level.

1.5. SYSTEM FOR AWARD MANAGEMENT (SAM): To be eligible for award of a Department of Defense (DoD) contract, Contractor registration in the SAM data base is required (see FAR Clause 52.204-7). Failure to register with SAM shall make the Contractor ineligible for award. New registration in SAM can take a few weeks. Therefore, it is critical that Offerors interested in this solicitation complete their SAM registration in sufficient time to meet solicitation representation and certification requirements.

1.6. AMENDMENTS: It is the responsibility of all interested parties wishing to offer on this requirement to monitor SAM.gov for any/all amendments to this solicitation. The Offeror is required to acknowledge amendments in block 19 of the SF 1442. Failure to respond to an amendment shall render the offer ineligible for award and thereby rejected.

1.7. SOLICITATION PROVISIONS/REPRESENTATIONS & CERTIFICATIONS: The Offeror must have completed the Representations and Certifications section within their SAM record or in FAR 52.204-8 in this solicitation. Representations and certifications shall be updated within the SAM system as necessary, but as a minimum, an annual update is required.

1.8. VETS-4212: Federal Contractors and subcontractors who receive Federal contracts of \$150,000 or more are required to annually file, no later than September 30th of each year, Form No. VETS-4212 entitled "Federal Contractor Veterans' Employment Report" with the Department of Labor. In addition, all Federal Contracting Officers are prohibited from awarding contracts or disbursing funds to Federal contractors or subcontractors that have not submitted a current VETS-4212 Report. For more information on this requirement, see the following website: <http://www.dol.gov/vets/vets4212.htm>

1.9. SOLICITATION QUESTIONS: Questions shall be in writing and e-mailed to [evan.m.rea.civ@army.mil](mailto:evan.m.rea.civ@army.mil) and [eric.c.boston.civ@army.mil](mailto:eric.c.boston.civ@army.mil). Questions concerning this solicitation will be accepted up to **28 April 2023, 12:00 PM CT**. Fort Campbell does not commit to providing responses to questions submitted after THIS DATE; however attempts to answer all relevant questions will be made.

1.10. OFFER SUBMISSION: All offers must be received digitally in Procurement Integrated Enterprise Environment (PIEE) Solicitation prior to the offer due date in box 10 of this solicitation (first page). Instructions for submitting proposals in PIEE can be found in the Solicitation - Web Based Training: <https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/index.xhtml>. The Request for Proposal (RFP) contains provisions and other items required to be completed by the Offeror and returned with its proposal. Failure to provide this information with the proposal shall render the proposal non-responsive and not eligible for award. Offers are due **16 May 2023 at 12:00 PM CST**. The digital proposal package shall be clearly marked containing the procurement title, solicitation number and offeror's company name.

1.11. PROPOSALS: The Offeror shall submit a proposal that addresses all evaluation areas, specifically identifying how the proposed contractual requirements will be satisfied. A Government team will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified.

1.12. FACTORS: The proposals will be evaluated on five factors: Management Capability, Experience, Bonding Capability, Key Personnel, and Past Performance.

1.13. JOINT VENTURES. There are specific requirements that a Joint Venture (JV) must satisfy to submit an offer which are described in the Code of Federal Regulations at 13 CFR 125.8. Therefore, Offerors submitting proposals as a Joint Venture shall provide the following information with its proposal: A description of who will have control over the JV and the percentage of control, the management structure of the Joint Venture, who will manage the contract, the relative amount of work to be performed by each party, and who will perform each contract task. The names, signatures, titles, and UEI number of each participant in the joint venture shall be set forth in the proposal.

2. VERIFICATION OF ELIGIBILITY OF SMALL BUSINESS JOINT VENTURES. In accordance with the Class Deviation 2023-O0001, joint venture offerors must also comply with the following:

A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212-3(b) for the following categories:

(A) Small business;

(B) Service-disabled veteran-owned small business;

(C) Women-owned small business (WOSB) under the WOSB Program;

(D) Economically disadvantaged women-owned small business under the WOSB Program; or

(E) Historically underutilized business zone small business.

3. PROPOSAL FORMAT: Written proposals shall be submitted in six (6) Sections. Each section shall be in the format as follows:

Proposal Section	TOTAL MAXIMUM ALLOWED PAGES
Section I: Executed Request for Proposal (Filled out Section K; Joint Venture documentation, if applicable)	No Page Limit
Section II: Factor 1: Management Capability	3 per project, 50-page section limit
Section III: Factor 2: Experience	50
Section IV: Factor 3: Bonding Capability	5
Section V: Factor 4: Key Personnel	3 per person
Section VI: Factor 5: Past Performance	25

\*NOTE: Offerors are cautioned that any information beyond the maximum number of pages will not be evaluated.

3.1. Proposals shall be clearly and concisely written, indexed (cross-indexed, as appropriate) and logically assembled. All pages of each proposal shall be appropriately numbered and identified with the solicitation number. Offerors shall include a cover page for each Section, which clearly identifies the Section Name (e.g., Section II, Management Capability), Request for Proposal (RFP) Number, and Date of Submission.

3.2. The Offeror's proposal shall be submitted in Adobe Acrobat PDF format using standard 8.5 x 11 inch layout in portrait orientation. The proposal pages shall be numbered. Each page must have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information

on each page are excluded from the margin requirement. Print must be spaced at six lines per inch. Text font shall be Times New Roman and no smaller than 12 point, but text included on figures and/or matrices may be reduced to 8 point. An Offeror's proposal must meet the Government's readability requirement and smaller type shall not be used to circumvent the proposal page limitations.

3.3. Section I, Executed Request for Proposal, shall be submitted digitally in PIEE Solicitation. The second page of the SF 1442 shall be signed and dated, and the first page of all amendments to the solicitation shall be signed and dated (if applicable).

All completed Solicitation Provisions, Representations and Certifications required by the solicitation as set forth in PART I – INSTRUCTIONS, CONDITIONS, and NOTICES TO OFFERORS, Paragraph 1.7 and all required documentation must be received no later than **12:00 PM CST on 16 May 2023**. Proposals received after solicitation closing date shall be considered ineligible for award.

3.4. Section II, Factor 1: Management Capability; Section III, Factor 2: Experience, Section IV, Factor 3: Bonding Capability, Section V: Factor 4: Key Personnel, and Section VI: Factor 5: Past Performance are required to be submitted as part of the proposal package in PIEE Solicitation. They shall follow the same format as outlined in paragraph 3. PROPOSAL FORMAT.

3.5. The proposal should be specific, detailed, and complete in order to demonstrate that the Offeror has a thorough understanding of the solicitation requirements. Statements such as “the Offeror understands, assumes, can, or will comply with the Statement of Work,” statements that paraphrase the Statement of Work (SOW), or contain ambiguous phrases such as “standard procedures will be employed” or “well known techniques will be used” will be considered unacceptable.

#### 4. FACTOR 1: MANAGEMENT CAPABILITY:

4.1. SUBFACTOR 1 - MANAGEMENT APPROACH: The Offeror must submit the following information/items in its proposal to demonstrate their knowledge and understanding of the technical requirements to successfully perform all construction services described in the SOW:

4.1.1. Its organizational structure delineating lines of management authority where decision-making authority for TO awards must reside at the local level. The structure shall include subcontractors and/or teaming arrangement, if applicable.

4.1.2. A Quality Control Plan (QCP) written IAW the requirements in SOW Part 1, paragraph 1.4.3. **A detailed narrative QCP may be submitted in lieu of a full QCP.**

4.1.3. A description of its management approach to simultaneously and successfully construct three (3) projects with an estimated value between \$1M and \$15M for each project.

4.1.4. A description of its management approach and the ability to simultaneously and successfully design three (3) design-build projects with an estimated cost of construction (ECC) between \$1M and \$15M for each project.

4.2. SUBFACTOR 2 - SAFETY: The Offeror shall submit an Experience Modification Rate (EMR) from its Insurance Company for the past three (3) years.

4.2.1. The EMR represents an Offeror's historical cost of injuries and future risk, which correlates to the effectiveness of an Offeror's safety program and its ability to provide a safe workplace for employees, subcontractors and government personnel on the worksite.

#### 5. FACTOR 2: EXPERIENCE:

5.1. SUBFACTOR 1: CONSTRUCTION EXPERIENCE: The Offeror shall submit five (5) projects **with an ECC between \$1M and \$15M for each project** it has completed within five (5) years from the release date of the



solicitation that demonstrate its experience and ability to successfully perform the following construction disciplines:

- 1) HVAC.
- 2) Fire Protection.
- 3) Earthwork and Grading.
- 4) Foundation and Site Work.
- 5) Communications.
- 6) Inside Electrical.
- 7) Inside Plumbing.
- 8) Carpentry (Structural).
- 9) Civil Engineering
- 10) Architectural Engineering
- 11) Mechanical Engineering
- 12) Electrical Engineering
- 13) Structural Engineering
- 14) General Labor

5.1.1. Offerors may submit projects that identify more than one (1) construction discipline, but all five (5) projects submitted must demonstrate a minimum of one (1) of the required construction disciplines. Construction Experience shall reflect construction work performed on a government facility. Offerors may submit projects performed by subcontractors, where the subcontractor was the prime contractor.

5.2. SUBFACTOR 2: DESIGN BUILD EXPERIENCE: The Offerors shall describe their design-build capabilities by providing written evidence of the experience of their architectural/engineering design personnel, (to include subcontractors, and/or teaming arrangements, if applicable), proposed for this contract. Standard Form (SF) 330 forms shall be provided to include all firms/team members of the design team with ~~a minimum of~~ five (5) example projects included, (Offerors may submit projects used for the Construction Experience subfactor). Demonstration of capabilities will include the following design disciplines:

- 1) Architecture
- 2) Architectural Programming
- 3) Commissioning Authority
- 4) Cost Estimating
- 5) Electrical Engineering
- 6) Fire Protection Engineering
- 7) HVAC and Refrigerating Engineering
- 8) Information Technologies Engineering
- 9) Interior Design
- 10) Landscape Architecture
- 11) Lighting Design
- 12) Planning
- 13) Plumbing Engineering
- 14) Structural Engineering

#### 6. FACTOR 3: BONDING CAPABILITY.

6.1. **Performance and Payment Bond Capability.** Offeror shall provide adequate documentation at the time of proposal submission, with verification from the Surety or Bonding Company, to demonstrate a bonding capability of \$20M for a single TO and \$50M aggregate bonding capability. The corporate bond surety must appear on the Department of Treasury Listing of Approved Sureties (Department Circular 570).

#### 7. FACTOR 4: KEY PERSONNEL:

7.1. SUBFACTOR 1: CONSTRUCTION MANAGEMENT PERSONNEL: The Offeror shall propose key construction management personnel to successfully perform all the construction services described in the SOW. Key personnel are identified as Project Manager (PM), Quality Control Manager, Project Superintendent and Site Safety and Health Officer (SSHO). The Offeror shall submit resumes for each of its key personnel and identify their job titles, specific duties, responsibilities, and qualifications for the MATOC and TOs (TO requirements are detailed in RTOPs issued for requirements awarded under the MATOC).

7.2. SUBFACTOR 2: DESIGN TEAM PERSONNEL. The Offeror shall propose key design team personnel to successfully complete designs for design-build projects described in the SOW.

#### 8. FACTOR 5: PAST PERFORMANCE:

8.1. Offerors shall submit past performance information allowing the Government to evaluate the relative risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime Contractor, teaming partners, subcontractors or joint ventures.

8.2. Offerors shall submit six (6) past performance references (3) construction projects and (3) design-build projects and corresponding performance assessment questionnaires for submitted past performance references as detailed in 8.3. below. Offerors may but are not required to submit the same three (3) construction projects and same three (3) design-build projects submitted for Factor 1, Subfactor 1, Management Approach; five (5) projects for Factor 2, Subfactor 1, Construction Experience; five (5) projects for Factor 2, Subfactor 2, Design-Build Experience for evaluation under this factor.

8.2.1. Relevancy. To be relevant, each effort must be similar in scope, magnitude (between \$1M and 15M), and complexity to the efforts described in this solicitation.

8.2.2. Recency. To be recent, the effort must be ongoing or must have been performed during the past five (5) years from the date of issuance of this solicitation.

8.3. Performance Assessment Questionnaires: Offeror's shall use the format found in Attachment 02 of the RFP, the Offeror's shall send the Performance Assessment Questionnaire to its references (individuals and organizations). These individuals and/or organizations shall e-mail the completed performance assessment questionnaires to [evan.m.rea.civ@army.mil](mailto:evan.m.rea.civ@army.mil) and [eric.c.boston.civ@army.mil](mailto:eric.c.boston.civ@army.mil) on or before the proposal due date. Performance Assessment Questionnaires do not count towards the page limit of Factor 5.

8.4. Offerors are advised that the Government may use data provided in the Offeror's proposal and data obtained from other sources, including but not limited to, other contracts or subcontracts (whether listed or not), and established performance reporting systems such as the Federal Awardee Performance and Integrity Information System (FAPIIS), and the Contractor Performance Assessment Reporting System (CPARS). Information may also be obtained from other sources such as the Defense Contract Management Agency, State Department Watch Lists, and interviews with Program Managers, and Contracting Officers.

#### **END OF PART L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

(End of provision)

## SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

### BASIS OF AWARD

## **PART II – EVALUATION FACTORS FOR AWARD**

### **1. BASIS OF AWARD:**

1.1. The Government intends to award indefinite delivery/indefinite quantity (ID/IQ) Sustainment Restoration and Modernization (SRM) Construction Multiple Award Task Order Contracts (MATOC) to all Offeror(s) whose proposal conforms to the solicitation requirements and the Government finds technically acceptable. Proposals will be evaluated on an acceptable/unacceptable basis for each of the five (5) evaluation factors listed below, as described per the tables in section two (2), Evaluation Criteria. All acceptable proposals will be given awards. Incomplete offers may be considered ineligible for award. As set forth in FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award MATOCs without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offerors' initial proposal should contain the Offeror's best terms from a technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are deemed necessary, and proposal revisions are requested, they shall be submitted as an edited version of the original PDF document(s) with revised text readily identifiable using bolded font, red in color. The proposals will be evaluated on five factors: Management Capability, Experience, Bonding Capability, Key Personnel, and Past Performance.

1.2. The Government will evaluate each proposal under source selection procedures to determine the extent to which each proposal demonstrates both the capability to perform and a clear understanding of the MATOC IDIQ requirements.

1.3. Proposals shall meet solicitation requirements and will be evaluated to determine which proposal is technically acceptable based on the evaluation factors. Award will be made to the acceptable and responsible Offeror(s) whose proposal meets the capability standards for non-cost factors in accordance with the terms and conditions of the solicitation and instructions set forth in Section L of the solicitation.

1.4. The Government will assess the proposal against the evaluation factors, and the soundness, completeness, and adequacy of the approach. The Government will evaluate the information presented in the proposal; where the Government has specified a maximum number of pages, any information above the maximum specified limitation will not be evaluated.

### **2. EVALUATION CRITERIA:**

2.1. Evaluation criteria consists of factors and subfactors. The proposals will be evaluated under five evaluation factors: Management Capability, Experience, Bonding Capability, Key Personnel, and Past Performance.

### **2.3. EVALUATION FACTORS:**

2.3.1. FACTOR 1: MANAGEMENT CAPABILITY: To be considered technically acceptable, Offerors must demonstrate the capability in the subfactors set forth below as required by the solicitation. Management Capability will be based on the following subfactors:

2.3.1.1. SUBFACTOR 1 MANAGEMENT APPROACH: The Government will evaluate an Offeror's proposed Management Approach to assess the Offeror's knowledge and understanding of the technical requirements to successfully perform all the construction services described in the SOW. The Management Approach sub-factor is met when an Offeror's proposal contains the following:

2.3.1.1.1. A detailed description of the proposed organizational structure (to include subcontractors, and/or teaming arrangements, if applicable) delineating lines of management authority, where decision making authority for TO awards must reside at the local level.

2.3.1.1.2. A QCP (or detailed narrative) that meets the requirements in SOW Part 1, paragraph 1.4.3.

2.3.1.1.3. A detailed description of its management approach demonstrating that it can simultaneously and successfully construct three (3) projects with an estimated value between \$1M and \$15M for each project.

2.3.1.1.4. A detailed description of its management approach demonstrating that it can simultaneously and successfully design three (3) design-build projects with an ECC between \$1M and \$15M for each project.

2.3.1.2. SUBFACTOR 2 - SAFETY: This subfactor is met when the Offeror's proposal demonstrates an Experience Modification Rate, from its insurance company, for the past three (3) years, of 1.0 or lower. An EMR of 1.0 is the industry average.

2.3.1.3. Each MANAGEMENT CAPABILITY subfactor will receive one of the ratings defined below. The subfactor ratings will be used to determine an overall rating for the factor. An Offeror receiving an unacceptable rating for any subfactor within the Management Capability factor will receive an unacceptable overall rating for the factor and will not be considered for award.

Management Capability Acceptable / Unacceptable Ratings	
Adjectival Rating	Description
Acceptable	Proposal meets the requirements of the solicitation
Unacceptable	Proposal does not meet the requirements of the solicitation

2.3.2. FACTOR 2: EXPERIENCE.

2.3.2.1. SUBFACTOR 1 – CONSTRUCTION EXPERIENCE. The Government will evaluate an Offeror's construction experience and ability to successfully perform the construction services required in the SOW. This subfactor is met when an Offeror submits five (5) projects it has completed within five (5) years from the release date of the solicitation, that demonstrate its experience and ability to successfully perform government facility projects which contain at least one (1) of the 14 construction disciplines found in Part L – Instructions, Conditions, and Notices to Offerors, paragraph 5. Factor 2 Experience, Subfactor 1 Construction Experience.

2.3.2.2. SUBFACTOR 2 – DESIGN BUILD EXPERIENCE. The Government will evaluate an Offeror's proposed key design team personnel to assess whether the Offeror has the personnel required to successfully complete designs for design-build projects. This subfactor is met when an Offeror submits a minimum of five (5) design projects, it has completed within five years from the release date of the solicitation, that demonstrate its experience and ability to successfully complete projects which contain, at a minimum, at least one (1) of the 14 design disciplines found in Section L – Instructions to Offerors.

2.3.2.3. Each EXPERIENCE subfactor will receive one of the ratings defined below. The subfactor ratings will be used to determine an overall rating for the factor. An Offeror receiving an unacceptable rating for any subfactor within the EXPERIENCE factor will receive an unacceptable overall rating for the factor and will not be considered for award.

Experience Acceptable / Unacceptable Ratings	
Adjectival Rating	Description
Acceptable	Proposal meets the requirements of the solicitation
Unacceptable	Proposal does not meet the requirements of the solicitation

2.3.3. FACTOR 3: BONDING CAPABILITY. This factor is met when the Offeror submits documentation at the time of the proposal, with verification from the Surety or Bonding Company, to demonstrate a bonding capability of \$20M for a single TO and \$50M aggregate bonding capability. The corporate bond surety must appear on the Department of Treasury Listing of Approved Sureties (Department Circular 570). Failure to meet the bonding capability will result in an unacceptable rating.

Bond Capability Acceptable / Unacceptable Ratings	
Adjectival Rating	Description
Acceptable	Proposal meets the requirements of the solicitation
Unacceptable	Proposal does not meet the requirements of the solicitation

#### 2.3.4. FACTOR 4: KEY PERSONNEL.

2.3.4.1. Subfactor 1: Construction Management Personnel. The Government will evaluate an Offeror's proposed key construction management personnel to assess whether the Offeror has the personnel required to successfully perform all the construction services described in the SOW. This subfactor is met when an Offeror submits resumes for each of its key personnel identifying their job titles, specific duties, responsibilities, and qualifications. Resumes provided shall satisfy the following requirements:

2.3.4.1.1. Project Manager: Shall have a recognized bachelor's degree from a fully accredited college in engineering, related technical field, business/management, or the validated work equivalency experience. The PM must possess ten years' experience in Construction Management and Supervision, or five (5) years' experience in Engineering, design in maintenance, repair, rehabilitation, and construction projects.

2.3.4.1.2. Quality Control Manager: Shall have five (5) years' experience in maintenance, repair, rehabilitation, and construction projects.

2.3.4.1.3. Project Superintendent: Shall have five (5) years' experience in maintenance, repair, rehabilitation, and construction projects.

2.3.4.1.4. SSHO: Shall have five (5) years' experience in maintenance, repair, rehabilitation, and construction projects.

2.3.4.2. Subfactor 2: Design Team Personnel. This subfactor is met when an Offeror meets the minimum requirements stated in SOW Paragraph 1.3.1.5.

Key Personnel Acceptable / Unacceptable Ratings	
Adjectival Rating	Description
Acceptable	Proposal meets the requirements of the solicitation
Unacceptable	Proposal does not meet the requirements of the solicitation

#### 2.3.5. FACTOR 5: PAST PERFORMANCE.

2.3.5.1. Past Performance shall be assessed by evaluating aspects of the Offeror's relevant, recent past performance, and how well they performed on prior contracts. In this context, "Offeror" refers to the proposed prime Contractor, teaming partners, subcontractors or joint ventures.

2.3.5.1.1. Relevant Assessment. A relevancy assessment of the Offeror's past performance will be made (including joint venture partner(s), teaming partners and subcontractor(s)). The past performance information provided in the proposal and information obtained from other sources will be used to establish the degree of relevancy of past performance information. To be relevant, the Offeror's work experience must be similar in nature of work, size (between \$1M and \$15M), complexity, and scope to that required under the solicitation. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same/similar in nature, size, and complexity to the services/products being procured under this solicitation. When determining the relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the Offeror, joint venture, or subcontractor whose contract is being reviewed and evaluated.

2.3.5.1.2. Recent Assessment. A recency assessment of the Offeror's past performance will be made (including joint venture partner(s), teaming partners and subcontractor(s)). To be recent, the effort must be ongoing or must have been performed during the five (5) years prior to the date of issuance of this solicitation. Recent past performance is defined as not more than five (5) years prior to the solicitation release date.

2.3.5.1.3. Performance Assessment. The past performance evaluation will determine how well Offerors have performed on referenced contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. Requirements for considering history of small business utilization are outlined at FAR Section 15.304(c)(3)(ii) and DFARS Section 215.305(a)(2). The Past Performance Evaluation Team will review the past performance information provided or other information obtained by the Evaluation Team (ex. Gov't databases and records or personal testimony of contactor's client listing) to determine the quality and usefulness as it applies to performance assessment. The following specific areas will be evaluated:

- 1) Workmanship
- 2) Timeliness of Performance
- 3) Business Relations.

2.3.5.1.4. An Offeror without a record of relevant past performance or for whom information on past performance is not available or is so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR Section 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable." IAW FAR Subpart 19.6 Certificates of Competency and Determinations of Responsibility, any Offeror determined "unacceptable" during evaluation of its proposal shall have the matter referred to the Small Business Administration Government Contracting Area Office in the area where the headquarters of the Offeror is located for a Certificate of Competency determination.

Past Performance Acceptable / Unacceptable Ratings	
Adjectival Rating	Description
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown.
Unacceptable	Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

## END OF SECTION M – EVALUATION FACTORS FOR AWARD

(End of Summary of Changes)