Section C - Descriptions and Specifications

STATEMENT OF WORK

STATEMENT OF WORK
SINGLE AWARD TASK ORDER CONTRACT (SATOC) FOR
WEST POINT REPAIRS

UNITED STATES MILITARY ACADEMY
WEST POINT, NY
16 JUNE 2026

SECTION C-1
GENERAL INFORMATION

1.0 INTRODUCTION. This is a non-personal construction contract intended to provide quick response for facility repair, renovation, conversion, alteration, additions, construction, and the procurement/installation of equipment for Minor Construction, in support of the West Point Military Academy Repairs. The government will not exercise any supervision or control over the contract service providers. The contractor shall perform to the standards specified in this Statement of Work (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 non-personal construction necessary as defined in this SOW.

1.1 Background. West Point Military Academy is located at West Point, NY utilizing various locations throughout West Point Military Academy. The West Point Military Academy provides support to develop, integrate, demonstrate, and sustain capabilities to support the Army's modernization priorities and to improve mission readiness.

1.2 Objective. The objective of this non-personal construction SATOC is to provide multi-disciplinary facilities repair and renovation to include minor construction, primarily in support of West Point Military Academy facilities on West Point, NY. This SATOC will be an Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract. Each individual Task Order (TO) negotiated and awarded under this Contract will be firm-fixed price with an anticipated range of $5,000 to $2,500,000.

Task Orders may involve a broad range of multi- facilities repair and renovation and may include a variety of tasks including carpentry, roofing, interior/exterior elements, mechanical, electrical, plumbing, painting, heating/ventilation/air conditioning, site investigation and work plans. A TO will require work plans effort by the contractor, to include, but not be limited to HVAC system installation and balancing, communications systems, address structural requirements of minor facilities or components and licensed professional engineer certification of site adaptation of pre-engineered structures. A TO may include work incidental to primary work including environmental abatement and sampling, erosion control, earthwork, mechanical work, electrical work, plumbing work, system testing, requirements for anti-terrorism and force protection (ATFP), LEED, LID, EISA, and EPACT. A TO may include emergency response to natural disasters and work orders. While the preponderance of this SATOC will be construction, to fully support the needs of the West Point Military Academy Repairs, ancillary support may include effort necessary for environmental compliance, engineering studies, and providing furniture.

The contractor shall provide all labor, tools, equipment, and materials (unless indicated otherwise in the specifications) to perform all work in strict accordance with the Base Contract and individual TO requirements. The Contractor is required to provide all oversite in order to manage work, manage day to day operations, receive and initiate various contract correspondence, perform on site coordination/tasks, and to provide other engineering and construction management related to accomplishing work in accordance with TO requirements. Contractor shall adhere to all coordination/tasks response times as specified in TO requirements. The required proposal preparation time will be identified in each TO.

The contractor shall ensure all work accomplished in the performance of this SOW meets all applicable Federal, State, and local laws, regulations, and directives to include, but not limited to, the publications in Section C-6, Applicable Publications and Forms.

The contractor shall compile historical data, prepare required reports, and submit all information as specified by the Deliverables presented in the contract and task orders. The contractor shall ensure all work in support of mission requirements tendered to the government for acceptance conform to the measurable performance standards of quality, timeliness, and quantity specified in the SOW of this contract.

The intent is to establish work requirements that are performance-based and results-oriented. The contractor shall determine the best and most cost-effective ways to fulfill task order requirements, emphasizing innovation and commercial best practices.

1.2.1 Non-Personal Construction. The personnel rendering the construction are not subject; either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees. Non-personal service contracts are authorized by the government in accordance with Federal Acquisition Regulation (FAR) Subpart 37.104, under general contracting authority, and do not require specific statutory authorization.

1.2.2 Construction Wage Rate Requirements/Service Contract Act. TOs from this contract may be issued which are subject to the Construction Wage Rate Requirements formerly known as Davis-Bacon Act (DBA) (See FAR 52.222-6) and/or Service Contract Act (SCA) (See FAR 52.222-41). Work identified within the TO shall be marked as either subject to the SCA and/or the Construction Wage Rate Requirements. The latest version of the wage determination for the geographical area in which the work is to be performed will be incorporated with the issuance of the TO solicitation. Wage determinations may also be found at www.wdol.gov.

1.2.3 Facility Access. The contractor shall inform the Fire Department point-of-contact (POC), prior to outages that will impact the function of the system, special problems, or circumstances, which require Fire Department inspection. The Fire Department will reset alarm systems to operational status.

1.3.7 Traffic Flow. The contractor shall maintain the free flow of traffic during surfaced area maintenance. The contractor shall notify the Contracting Officer (KO), in writing, a minimum of fourteen (14) calendar days in advance of any scheduled closure of streets. Emergency road closures shall be coordinated with the local authorities.

1.3.8 Drainage. Maintenance and Construction work performed under this contract shall not impede drainage.

1.3.9 Restoration of Landscape Damage. Coordination shall be held with the installation prior to the start of work on whether there will be impact to landscaping. Trees or other landscape features damaged by contractor activities other than pre-defined removal, shall be restored at no additional cost

to the government. The COR/ACOR will decide the method of restoration for trees or whether damaged trees will be removed.

1.3.10 Dust Suppression. The contractor shall perform dust suppression.

1.4.CONTRACTOR PERSONNEL. For the purpose of this contract, the term "Contractor Personnel" applies to all contractor Personnel, subcontractor personnel, or any other person(s) acting for or on behalf of the contractor to perform work on this contract. The contractor shall provide necessary personnel to accomplish all Contract work within specified time frames. The contractor shall ensure that sufficient personnel are fully trained, certified, and/or licensed under the requirements specified in this contract prior to starting work. Contractor work shall include all planning, programming, administration, and management necessary as specified in this contract in accordance with all applicable Federal, State and local laws, policies, procedures, regulations, codes, and directives. The contractor shall ensure that all work meets critical reliability rates or tolerances specified throughout this contract The contractor shall have demonstrated knowledge of codes, standards, directives, and criteria governing the operation, maintenance and repair of a general facility, including, military requirements, Unified Facility Code (UFC), National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA).

1.4.1 Key Contractor Personnel. Key contractor personnel include the following: Program Manager, Corporate Safety Manager, Project Manager, Site Quality Control Manager (QCM), Site Safety and Health Officer (SSHO), and Site Supervisor, and those individuals so designated by individual TO SOW or assigned duty. The Program Manager and Corporate Safety Manager shall be responsible for the overall management of the Base Contract. The SSHO shall report to the Corporate Safety Manager. Project Manager, QCM, Site Supervisor, and SSHO will be required to perform at the task order/work order level. If any of the key contractor personnel become unavailable for work under this contract for a continuous period exceeding 30 workdays, have any change in work status, or are expected to devote less effort to the work than required by this contract, the contractor shall immediately notify the Contracting Officer (KO) in writing. The contractor shall replace such personnel with personnel of at least equal abilities and qualifications, as approved by the KO. Dual or triple hatting positions will be determined at the task order/work order level and submitted for KO approval.

For each task order, the contractor shall submit resumes/qualifications for all site key personnel to the Contracting Officer with the proposal package or within 15 days of Notice to Proceed, as defined by the KO. If the contractor changes designated key personnel or alternate key personnel prior to contract start date or during the life of this contract, the contractor shall submit the name, resume, and appropriate documentation necessary to substantiate qualifications of proposed replacement personnel. Proposed changes shall be submitted 30 days in advance or as soon as the contractor is aware of the position being vacated. Appropriate documentation is defined as training certificates, copies of technical certifications or technical school transcripts, or other material necessary to support the qualifications of the replacement personnel.

1.4.1.1 Program Manager. This is the individual who has the direct responsibility for the Contractor's entire construction program for the SATOC. This individual shall serve as the single point of contact and liaison between the Contracting Officer and the Contractor. The Program Manager shall have a bachelor’s degree in either engineering, related technical field, or business/management with a minimum of ten years' experience managing engineering and repair/renewal type projects where at least five years are in a supervisory position; or a minimum of fifteen years' experience managing

engineering and repair/renewal type projects, and at least five years in a supervisory position. The Program Manager shall be familiar and conversant with the various codes and standards applicable to Facilities repair/renewal tasks covered in the Division 01 Specifications. One year of experience is equivalent to a period of 12 consecutive months. The Program Managers information shall be identified as part of this SATOC Award.

1.4.1.2 Corporate Safety Manager. The Corporate Safety Manger shall have a minimum of 5 years safety experience with at least 5 years of experience in military construction related projects. The corporate safety manager will maintain overall responsibility for the safety of this contract. The Corporate Safety Manger is not required to be on site when work is being performed but is responsible for the safety of all sites at all times. The Corporate Safety Manager is responsible for designating the SSHO. It is the responsibility of the Corporate Safety Manager to determine if the SSHO is competent and qualified, per OSHA regulations, in the area of work to be performed. The Corporate Safety Manager is responsible for maintaining a list of approved SSHO's as well as the corresponding competencies and qualifications of each SSHO on file and may be requested at any time by the Government. The Corporate Safety Manager shall report to an officer of the company, not to the Program/Project Manager. The Corporate Safety Manager shall be approved by the Government and any change in personnel shall also be approved by the Government. The position of Corporate Safety Manager cannot be dual hatted with any other key position, except for the QC Manager. The Corporate Safety Managers information shall be identified as part of this SATOC Award.

1.4.1.3 Project Manager. The Project Manager will be the responsible party for the overall performance of this contract. He or she will report to the Program Manager or another corporate officer of the contractor. The Project Manager shall have a minimum of five (5) years' experience in management of construction projects of military facilities. The Project Manager shall have a good knowledge of the applicable codes and criteria surrounding construction of military facilities. The Project Manager shall be able to perform the technical aspects of work and convey information clearly in written form and orally in English. The Project Manager shall be approved by the Government and any change in personnel shall also be approved by the Government. Project Manager will be selected and perform at the task order level.

1.4.1.4 Quality Control Manager (QCM). The CQC System Manager is required to be a construction person with a minimum of five (5) years' experience in related work. The QCM is responsible for overall management of QC and must have the authority to act in all QC matters for the Contractor. This QCM must be employed by the Prime Contractor. The contractor must identify in the QC Plan an alternate to serve in the event of the QCM's absence. The QCM shall report to an officer of the company. The QCM shall be approved by the Government and any change in personnel shall also be approved by the Government. QCM will be selected and perform at the task order/work order level.

1.4.1.5 Site Safety and Health Officer (SSHO). The Contractor shall employ a minimum of one Competent Person to function as the Site Safety and Health Officer (SSHO) for related work orders/task order. Safety coverage shall be maintained at all site specific work locations by qualified and designated alternate SSHOs if work is further than 45 minutes away from the SSHO's position (see 01.A.17 in the EM 385-1-1). The SSHO shall be a direct employee of the Prime Contractor. Dual hatting the SSHO position is determined at the task order/work order level per EM 385-1-1. SSHO requirement for individual work orders/task order shall be detailed in the APP and Work Request process for acceptance. All Site Safety and Health Officers qualifications shall comply with Section 01.A.17 in the EM 385-1-1 and be submitted for acceptance by the USACE PM or KO prior to commencing work. The SSHO will be selected and perform at the task order/work order level.

Individual task orders/work orders may require specific safety oversight personnel. If a task order/work order calls for additional safety personnel, those personnel can be a subcontractor employee. Duties of these additional safety personnel will be discussed at the task order/work order level.

1.4.1.6 Site Supervisor. The contractor must designate a site supervisor who will have a physical presence at multiple sites throughout the workday. The site supervisor will be responsible for all construction related activities at the site. The site supervisor shall have a minimum of five (5) years' experience in construction relevant to the Task Orders. Three (3) years of experience must be supervisory experience. The QC Manager shall maintain a list of approved Site Supervisors which may be requested at any time by the Government. The Site Supervisor will be selected and perform at the task order/work order level.

1.4.2. Contractor Employees. The contractor shall ensure that sufficient personnel are fully trained, certified, and/or licensed under the requirements specified in this contract prior to starting work. All employees shall be legal residents of the United States (US). The contractor shall not employ any alien who is not lawfully employable in the US. The contractor shall not employ any person for work on this contract if such person is identified to the contractor as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population. The contractor shall ensure that all contractor personnel meet the physical requirements to perform the function(s) and task(s) to which they are assigned. This may include performing work in conditions of extreme heat and cold. Contractor personnel should be physically capable of performing work under all climatic conditions encountered in the state of Texas. The contractor shall maintain the workforce in such a manner as to ensure that this contract workforce continues to meet the skill qualifications necessary to perform the work required of this contract. Where reading, understanding, and discussing safety and environmental warnings are an integral part of a contractor employee's duties, that employee shall be able to understand, read, write, and speak English, except where a contractor employee is hearing impaired. The contractor shall ensure that employees that have been convicted, in any court, of a crime of violence are not placed in locations that require contact with weapons, ammunition or other such items restricted by federal or state law.

1.4.2.1. Contractor Personnel Appearance and Identification. Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. Contractor and subcontractor personnel shall be readily identifiable as contractor personnel and not government employees via a contractor-provided badge. The contractor shall provide each employee an ID badge no later than this contract or TO start date or on the employment start date. The contractor ID badge format shall be approved by the COR prior to contract start and include, at a minimum, the badge number, date issued and expiration date (not to exceed (NTE) the end of the final option year), employee's name, contractor name, color photograph of the employee and a return mail address in case of loss. The ID badges for key contractor personnel shall also indicate their job titles. Contractor personnel shall always wear the ID badge when performing work under this contract. Unless otherwise specified in the contract, each contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit.

Upon expiration or termination of this contract, TO or of the employment of any individual, the contractor shall collect and dispose of the affected employee's ID badge. If any are not collected, the contractor shall notify the Contracting Officer's Representative (COR) within 24 hours upon expiration or termination of this contract or the employment of any individual, whichever occurs first.

1.4.2.2. Personnel Qualifications. Before allowing employees to start work under the terms of this

contract, the contractor shall ensure that employees have the required qualifications and, if applicable, have the required current and valid professional certifications or licenses, in compliance with federal, state, and local environmental requirements or laws. Personnel operating motor vehicles will have a valid state driver's license.

1.4.2.3.Employment Restrictions. The contractor shall not employ any person who is an employee of the US government if employing that person would create a conflict of interest (COI) or the appearance of a COI. Additionally, the contractor shall not employ any person who is an employee of the Department of Defense (DOD), either military or civilian, unless such persons seek and receive approval according to DOD Directive 5500.7, Joint Ethics Regulations (JER), and military personnel have received permission to perform off-duty employment in accordance with current local policy.

1.4.2.4.Collective Bargaining Agreement (CBA). The contractor shall provide to the KO, a copy of any CBA applicable to the employees performing under this contract NLT 10 days after the agreement becomes effective to include any changes to or extensions of the CBA. The contractor shall notify the KO of any new negotiations, ten (10) days prior to date of negotiations. All negotiations and CBA shall be in accordance with 29 CFR 4.1b, Reg. 29 CFR 4.173, FAR 52.222-43 and the Service Contract Act of 1965.

1.4.2.5.Employee Conduct. The contractor shall be responsible for the performance and conduct of the contractor and subcontractor personnel at all times. Personnel employed by the contractor in the performance of this contract, or any representative of the contractor entering the general locations listed in this contract, shall abide by the security regulations listed in the contract and shall be subject to such checks by the government, as deemed necessary. Personnel shall not loiter in any working or patron area. Upon completion of their assigned duties, personnel shall depart the facility. The contractor shall allow only authorized personnel to be present in contractor work areas. Personnel shall not have possession of or be under the influence of alcohol or controlled substances to perform work under this contract. The contractor shall comply with all federal, state, local, and installation policies for controlling smoking in government buildings, vehicles and facilities in accordance with DoDI-1010-15 and Executive Order 13058. The contractor shall provide and ensure that all personnel are appropriately dressed, including individual protective clothing and equipment, for the work to be performed. The contractor shall remove from the job site any employee for reasons of misconduct or security. In accordance with DOD Directive 5500.7-R, "Joint Ethics Regulation", contractor employees must avoid being improperly influenced in the execution of their duties under this contract. Particular attention shall be paid to acceptance of gifts/ gratuities, and on non- disclosure of sensitive or classified information. The contractor shall ensure employee conduct complies with 41 U.S. C 423 relative to release of acquisition related information or actions or discussions which may prejudice future competitions. The contractor shall ensure no contractor employees conduct political related activities or events on the DoD Facilities.

1.4.2.6.Contractor Personnel Removal. The Installation Commander may, at his discretion, bar an individual from the Installation for conduct that is determined contrary to good order, discipline, or installation security. The KO may require the contractor to remove from the work site any personnel, working under this contract, for reason of misconduct or security. Contractor personnel shall be subject to removal from the premises upon determination by the KO that such action is necessary and in the interest of the government. Such removals may not impact the performance of this contract and do not justify an adjustment of contract pricing.

1.4.2.7.Fraud, Waste, and Abuse. Contractor personnel shall be instructed to report suspected events of theft or intentional destruction of government property, or other occasions of suspected illegal

conduct witnessed by a contract employee. See also Section I, DFARS Clause 252.203-7002.

1.5. ANTITERRORISM (AT) AND OPERATIONS SECURITY (OPSEC)

1.5.1. AT Level I Training. This provision/contract text is for contractor employees with an area of performance within an DoD controlled installation, facility, or area. All contractor employees, to include subcontractor employees, requiring access to DoD installations, facilities, and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR. The AT Level I training is available online at the following website: https://atlevel1.dtic.mil/at/.

1.5.2. Identification for Contractor personnel. For contractors that do not require CAC, but require access to a DoD facility or the installation, the contractor and all associated sub-contractors 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/AR 190-13). This is also for all employees who will be entering Army-controlled installations or facilities (Central Area/Restricted area). Applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative) must be adhered to. Documentation of these checks will be made available to the COR and security personnel upon request.

The company will provide to the COR, ten days in advance of the event, names, Date of Birth, and Social Security numbers of all employees who will be entering Army-controlled installations or facilities.

The company will ensure that its employees entering Army-controlled installations or facilities have obtained local access badges and passes (if required) in accordance with facility regulations and that these badges and passes are obtained in advance so as not to delay the accomplishment of contracted services.

The company will return all issued U.S. Government Common Access Cards, installation badges, and/or access passes to the COR when the contract is completed or when a contractor employee no longer requires access to the installation or facility.

1.5.3. * DOD Level I Antiterrorism (AT) Standards Clause (As of 1 July 14)**

When annotated on the AT/OPSEC cover sheet Contractors are required to complete this training.

(a) Pursuant to Department of Defense Instruction Number 2000.16, "DoD Antiterrorism (AT) Standards," dated October 2, 2006, each contractor employee requiring access to a Federally-controlled installation, facility and/or Federally-controlled information system(s) shall complete Level I AT Awareness Training on an annual basis and receive a certificate of completion. The training is accessible from any computer
and is available at https://jkodirect.jten.mil/Atlas2/page/login/Login.jsf follow the below instructions:

1. Click – DOD CAC or No DOD CAC
2. Next click - I am a U.S. mil, government civil servant, or contract employee

3. Next click - I've been directed to take required training on JKO
4. Next click - Courses
5. I do not have a .MIL, .GOV, or .NDU.EDU address or I am a Multi-National Student
6. Fill out the contact sheet and email to sponsor (COR)
7. Sponsor (COR) will email to the JKO help desk

*****When annotated on the AT/OPSEC cover sheet Contractors are required to complete this training***.

iWATCH Training: The Contractor shall brief all personnel performing work under this contract on the local iWATCH program [training standards provided by the requiring activity Antiterrorism 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 30 calendar days of contract award with the results reported to the COR NLT 45 calendar days after contract award. New employees/contractors shall complete the training within 10 calendar days of commencing performance of work under this contract.

The COR and contractor are responsible for ensuring that all applicable employees have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the Contracting Officer and the Contracting Officer's Representative (if appointed) within five working days after contract award or prior to access to a Federally-controlled installation or information system.

(b) In the event that the automated system is not available (e.g., server problems), Level I AT Awareness Training can be provided by a qualified instructor. However, if the training is not completed online, the Level I AT Awareness Instructor qualification must be coordinated with the USAG Antiterrorism Officer (or Installation Security equivalent) and the resultant name(s) of approved instructors shall be provided the contracting officer or designee along with all associated cost or schedule impacts to the contract. (c) Antiterrorism performance (Level I AT Awareness Training attendance and compliance) may be documented as a performance metric under the resultant contract, and be part of past performance information in support of future source selections.

(c) Documentation of this training will be made available to the Installation Antiterrorism Officer upon request.

Contracting Official Representative (COR) – as required.

(1) Will ensure that all contractors/subcontractors are processed for a background check or National Agency Check with Inquiry (NACI) as needed. The background check is the minimal investigation to be adjudicated for a USMA Identification Card (Local Access Badge) versus the NACI, which requires fingerprinting and submission of EQIP. NACIs are required for contractors/subcontractors that require a CAC and/or government computer accounts.

(2) Will ensure that the USMA Form 13-16, Personnel Background Check, is correctly completed and signed by the COR who is a properly cleared Federal Employee.

(3) Will ensure that the USMA Form 13-16, Personnel Background Check, is submitted within 10 days prior to personnel starting projects on West Point, depending on when contract is awarded and work is scheduled to start. Waivers are made for the 10 day suspense on a case by case basis, in emergency situations as needed only.

(4) Will ensure that all identified contractors requiring a CAC and/or government computer access, submit fingerprints and complete a NACI investigation submission via EQIP, prior to being issued a CAC and/or given access to the government computer network.

(5) Will ensure that all government issued identification and vehicle stickers are confiscated from contractors/subcontractors upon termination of employment or end of project. These items will be returned to MPD and DES.

(6) Will ensure that all contractors requiring access to the Installation have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the Contracting Officer

Contractor Vehicles – ensure the contractor understands the parking policy # 13 dated 1 May 2024.

Under no circumstances will Contractors Park in Central Parking Area (CPA) Lots

The local general, visitor, and government designated parking areas SHALL NOT be used by the contractor. No general contractor or subcontractor employee parking is available near the immediate site. The contractor will need to identify and locate parking facilities for general and subcontractors on/off of West Point and provide a means for shuttling workers to the site. West Point shuttle services will not be used for transporting workers to the site.

Contractors and construction vehicles can only park in pre-approved designated staging areas or as identified in their contract, but not in contradiction of the CPRA Policy or the Installation Access policy #13 dated 12 December 2022. Central Area Parking is reserved for Staff and Faculty and requires a special pass. In accordance with AR 190-5, persons who operate a motor vehicle on West Point shall be deemed to have given consent for the removal and temporary impoundment of the privately owned vehicle (POV) and construction equipment when it is:

(1) Parked illegally.
(2) Interfering with operations
(3) Creating a safety hazard
(4) Left unattended in a restricted or controlled area.
(5) Parked in a Central Parking Area (CPA) lot without the proper CPA Pass
(6) Parked in a reserved space authorized by the Installation Commander

The COR overseeing the contract will review and coordinate all contractor pass requests.

Force Protection Conditions (FPCON's) Clause

a. During higher Force Protection Conditions (FPCON's) Contract personnel are required to comply with all Antiterrorism policies and procedures while on the installation. Contract personnel may be directed to enter the installation through certain access control points

where they can best be identified and searched. Contractor personnel may be prohibited from certain portions of the installation during exercises and actual emergencies.

b. Contractors will comply with parking restrictions and will not park in unauthorized parking areas or within 82 feet of an inhabited building when directed.
c. Access control roster (personnel and vehicles) must be provided. Names / vehicles verified by the company and received background screening. Substitutes receive same vetting process prior to work.
d. All contractor personnel and vehicles are subject to search while on the installation
e. In the event of an identified restricted/exclusion area, the contractor personnel will not be authorized without specific permission or an escort.
f. Access may be denied during increased readiness or Force Protection Conditions (FPCON's).

Alien Employment

The contractor shall not employ any alien who does not have a valid US Immigration I-551 or I-94. The contractor shall provide valid social security numbers and citizenship status of all employees to the Government, upon request.

E-Verify

E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify is currently free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. E-Verify are the best means for determining employment eligibility of new hires and the validity of their Social Security numbers.

Contractors shall use E-Verify on all employees that will be working on this installation, under this contract. This shall be done prior to the employee starting work on the installation.

For E-Verify information: www.dhs.gov/E-Verify 1-888-464-4218

The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Additional information about trafficking in persons may be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons' at http://www.state.gov/g/tip. Government contracts shall —

(a) Prohibit contractors, contractor employees, subcontractors, and subcontractor employees from (1) Engaging in severe forms of trafficking in persons during the period of performance of the contract;
(2) Procuring commercial sex acts during the period of performance of the contract; or
(3) Using forced labor in the performance of the contract;
(b) Require contractors and subcontractors to notify employees of the prohibited activities described in paragraph (a) of this section and the actions that may be taken against them for violations; and
(c) Impose suitable remedies, including termination, on contractors that fail to comply with the requirements of paragraphs (a) and (b) of this section.

1.5.4. Operations Security (OPSEC) Training: All new contractor employees, to include subcontractor employees, requiring access to DoD installations, facilities, and controlled access areas shall complete initial OPSEC training within 30 calendar days of their reporting for duty. All contractor employees will complete annual refresher training as required by the length of this contract. The required training is available at the following website: http://cdsetrain.dtic.mil/opsec/index.htm. The contractor shall provide certificates of completion for each employee and subcontractor employee upon employment.

1.5.3. Access and General Protection/Security Policy and Procedures. Contractor and all associated subcontractors' employees shall comply with applicable installation, facility, and area commander installation/facility access and local security policies and procedures (provided by government representative). The Contractor shall also provide all information required for background checks to meet installation access requirements accomplished by installation Provost Marshall Office, Director of Emergency Services, or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DoD HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the government may require changes in contractor security matters or processes.

1.5.3.1 Employee Badges. Contractors shall emphasize the importance of safeguarding employee identification badges to prevent unauthorized access to the installation.

1.5.3.2. Employee Divulgence. Contractor employees are not to divulge anything they may see or hear while on the installation with regards to the activities and operations of units on post.

1.5.3.3 Plans & Specifications. Any projects requiring a contractor to develop building plans shall treat such plans, in any medium, as sensitive in nature and distributed or transmitted on a need-to-know basis.

1.5.4. Vehicle Access and Control. Motor vehicles entering a government installation shall have valid state registration, driver license, and liability insurance meeting the requirements of the Installation. The contractor shall register all employee-owned, privately-owned vehicles (POV) and contractor-owned vehicles with responsible authorities and shall properly display the required registration stickers. Contractor Personnel operating vehicles on a government installation shall have all necessary operators' licenses for the category of vehicles being operated and shall comply with applicable local, state, and Federal directives.

All vehicles and personnel are subject to search and seizure of contraband and/or unauthorized government property. Contractor vehicles (contractor-owned and personal), contractor personnel, and their personal property shall be subject to searches. The provisions of AR 190-22 shall apply to contractor personnel entering or leaving the installation or activities/installations in the West Point, NY area of responsibility that require access by contractor personnel in performance of this contract. Changes in the threat condition of the post may dictate access restrictions to facilities on post. These access restrictions include parking a safe distance (at least fifty feet) from the buildings, locked doors, and Identification checks for access. Contractor Personnel may be denied entry by Military Police (MP) if it is determined that such entry may be contrary to good order, discipline, or the security of the installation or any of the satellite locations listed in this contract.

1.5.4.1. Vehicle Identification. All contractor vehicles used in the performance of efforts under

this contract shall be marked as commercial contractor vehicles. The contractor shall mark and maintain the following information to be legible on the broad side of the driver and passenger doors: Contractor name and Contractor- generated vehicle ID number.

1.5.5. iWATCH Training. This standard language is for contractor employees with an area of performance within a DOD controlled installation, facility or area. The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity 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 30 calendar days of contract award and within five (5) calendar days of new employees commencing performance.

The contractor shall ensure its employees servicing the installation or its facilities are aware of the DOD's IWATCH (suspicious activity, incident reporting requirements) program. Employees observing suspicious activities or incidents are responsible for reporting these activities to installation or local law enforcement.

1.5.6. For Contracts that Require OPSEC Training. Per AR 530-1, Operations Security, all contractor employees, to include subcontractor employees, requiring access to DOD installations, facilities, and controlled access areas shall complete initial OPSEC training within 10 calendar days after contract start date and annually thereafter. New contractor employees must complete Level I OPSEC training within 30 calendar days of their reporting for duty. The required training is available at the following website: http://cdsetrain.dtic.mil/opsec/index.htm. The contractor shall provide certificates of completion for each new employee and subcontractor employee upon employment. Contractor employees are not to divulge anything they may see or hear while on the Installation. The contractor shall comply with all OPSEC requirements to include safeguarding unclassified operational information, building keys, and installation access badges and passes. All questions and concerns regarding OPSEC may be directed to the OPSEC officer.

1.5.7. Personnel Rosters. The contractor shall provide the COR a roster of contractor personnel employed under this contract by location not later than the contract start date. This roster shall show each employee's name, last four digits of social security number, position title, security clearance (if applicable), and authorization for access to secure areas, classified documents, or material, and shift/hours and days the employee is scheduled to work. The roster shall also provide a telephone number for contractor project manager, site manager, and alternates. The current personnel roster shall be forwarded to the COR no later than the fifth day of each month.

1.5.8. Background Checks. All contractor and all associated subcontractors' employees shall comply with applicable installation access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks or background investigation and to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition at any facility change, the government may require changes in contractor security matters or processes.

1.5.9. Contractor Employees Who Require Access to Government Information Systems. All contractor employees with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of construction must successfully complete the DoD Information Assurance Awareness prior to access to the information systems and

then annually thereafter.

1.5.10. IA/IT Training. For Information assurance (IA)/information technology (IT) training. All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six (6) months of employment.

1.5.10.1. IA/IT Certification. For IA/IT certification. Per DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

1.5.11. Escorting of Employees. All Contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

1.5.12. Pre-screen of Employees. The contractor must pre-screen candidates using the E-verify Program (http://www.uscis.gov/e-verify) website to meet the established employment eligibility requirements. The Vendor must ensure that the candidate has two valid forms of government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible candidates must be provided to the COR no later than three (3) business days after the initial contract award.

1.5.13. Employee Training. Contractor shall provide all training required by federal, state, and local laws and directives, as well as meet the standards of relevant regulatory agencies. These regulatory agencies include, but are not limited to, NFPA, OSHA, and EPA. The contractor is responsible for ensuring the highest level of service and code compliance.

1.5.14. Government and Army-Unique Training. The government will provide training that is government and Army unique and deemed essential, by authorization and approval of the KO, for contractor personnel performing work under this contract. Government and Army-unique training is defined as training that is only available in government and Army service schools. Such training may be provided at the work site or at other government designated locations. Government-furnished training will not be offered or provided for equipment/systems or similar items specifically addressed in this contract.

1.6. QUALITY CONTROL (QC). A quality control plan (QCP) shall be developed and executed by the contractor to identify, notify, correct, track, and prevent defects in the quality of service performed. Contractor QC inspectors shall be qualified to evaluate performance in the various trades. The KO reserves the right to have government representatives present during contractor inspections, or to make separate inspections to determine the accuracy and completeness of contractor QC in accordance with the Quality Assurance Surveillance Plan (QASP). Records and files documenting the QCP will be maintained up to date, accurate, and available for KO or COR review during normal working hours.

1.6.1. Quality Control Plan (QCP). A QCP shall be submitted by the contractor to the KO in accordance with the requirements of the basic contract and each TO requirement. The task/site specific QCP shall be developed and adapted to the construction efforts specified in each TO and

submitted as required to the KO for acceptance. A current copy of the accepted plan shall be maintained on-site by the contractor. The contractor QCP shall fully describe all methods, procedures and documentation the contractor shall implement to ensure contractor quality of work performed under this contract. The QCP shall contain a system for identification, notification, correction, tracking, and prevention of deficiencies. The QCP shall contain specific QC inspection techniques in accordance with Inspection of Construction clause, FAR 52.246-12 and/or Inspection of Services clause, FAR 52.246-4.

1.7 QUALITY ASSURANCE (QA). The government will evaluate contractor performance in accordance with the appropriate Inspection of Construction clause(s) and the QASP in this contract. Government personnel will record all surveillance observations. The COR will maintain a file of all inspection results. Government surveillance of tasks not listed in the performance requirements summary or by methods other than those listed in the performance requirements summary may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Successive months of unsatisfactory performance of any required service may result in appropriate action by the KO in accordance with the Inspection of Construction clause(s).
.

1.7.1 Contractor Progress Meetings. The contractor shall schedule and conduct a bi-weekly Contractor Progress Meeting. The purpose of the Contractor Progress Meeting is to provide the government with a status summary briefing of all TO work being performed by the contractor. At minimum, the contractor Program Manager will meet with the KO, COR, or other designated government personnel to review contractor. Contractor Progress Meetings will be held bi-weekly or at intervals determined by the KO. The contractor will prepare a written meeting agenda summary and provide to the government a minimum of one (1) day prior to the scheduled meeting date. The contractor will prepare written meeting minutes and provide to the government for review and acceptance within one (1) day following the schedule meeting date. If the government does not concur with any portion of the meeting minutes, the government will provide written notice of said non-concurrence to the contractor within seven (7) calendar days following receipt of the minutes. A copy of all meeting minutes shall be maintained by the contractor for the length of the contract performance period.

1.8. PHYSICAL SECURITY. The contractor shall safeguard all government property provided for contractor use.

1.8.1 Key Control. The contractor shall establish and implement methods to ensure all keys issued by the government to the contractor for contractor employee use are not lost, misplaced and or used by unauthorized persons. Keys will not be duplicated.

1.8.2 Lost or Duplicated Keys. The contractor shall immediately report to the COR any occurrences of lost or unauthorized duplication of keys. In the event keys, other than master keys, are lost or duplicated, the contractor may be required, upon written direction of the KO to re-key or replace the affected lock or locks without cost to the government. In the event a master key is lost or duplicated, all locks and keys for that system will be replaced by the contractor without cost to the government. The government may, however, at its option, replace the affected lock(s) or perform re-keying and deduct the cost of such from the monthly payment due the contractor. Contractor personnel will not open locked rooms or areas to permit entrance by persons other than contractor employees performing assigned duties. All rooms or areas required to be locked will not be left unattended during duty performance and will be re-locked by contractor personnel after completion of duties.

1.8.3 Lock Combinations. The contractor shall control contractor employee access to government provided lock combinations to preclude unauthorized entry.

1.8.4 Controlled Forms. If controlled forms are required for use, the contractor shall control access to these forms.

1.9. HOURS OF OPERATION. The contractor shall perform the construction required under this contract primarily during the normal duty hours of 0730 to 1630. Additional hours may be scheduled to accomplish activities to minimize impact to mission requirements.

1.9.1. Work Restrictions. There may be mission situations that require the contractor to work other than normal duty hours and during holidays. Examples of these situations are military exercises, contingency operations, or weather emergencies. When access to a work area conflict with the mission requirement, work will be scheduled to minimize the disruption. Such scheduling may require work to be accomplished at times other than normal duty hours.

1.9.2. Hours of Operation Other Than Normal. The contractor shall schedule work activities to minimize impact on the facility. Scheduled maintenance work that is canceled due to mission requirements will be rescheduled without additional cost to the government.

1.10. CONSERVATION OF UTILITIES. The contractor shall ensure that employees practice utilities conservation. The contractor shall perform maintenance and repair in a manner that conserves Government-Furnished Utilities. The contractor Utilities Conservation Program shall address the requirements specified in AR 420-1. The program shall include the contractor plan for efficient use of facility energy, mobility fuels, water resources, and shall describe contractor programs to support energy conservation. The program shall detail how the contractor shall minimize the waste of utilities, detect and report any waste of utilities, and reimburse the government for unnecessary utility charges. The contractor shall implement the Utilities Conservation Program on full performance contract start date. If the KO determines that the contractor excessively wasted Government- Furnished Utilities due to negligence during performing the work specified in this contract, the contractor shall fully reimburse the government for the cost of the wasted utility.

1.11. ENVIRONMENTAL COMPLIANCE.

1.11.1. Compliance with Laws and Regulations. The contractor shall be knowledgeable of and comply with all applicable Federal, State, and local laws, military regulations, and requirements regarding environmental protection. The contractor will ensure policies and procedures are established that protect the health and safety of employees and the community and minimize/eliminate the risk of environmental pollution.

The contractor shall ensure all personnel, who may encounter hazardous materials or waste, receive Hazardous Communication (HAZCOM) Training in accordance with HAZCOM Standard 29 CFR 1910.1200 before starting work. All personnel who routinely handle HAZMAT or wastes shall have Hazardous Waste Operator (HAZWOPER) spill response, awareness certification to the qualified technician level in accordance with the provisions of 40 CFR, Part 264.16.

1.11.2. Notification of Environmental Spills. If the contractor spills or releases any substance listed in 40 CFR 302 into the environment, the contractor shall immediately report the incident to the COR. The contractor will be liable for containment and environmental clean-up of the spill or release of such substance.

1.11.3. Hazard Communication Program. The contractor shall be responsible for implementing a Hazard Communication Program for all contractor employees in accordance with OSHA requirements and Section 06.B in the EM 385-1-1.

1.11.4. Hazardous Substance Abatement. All Lead and Asbestos Abatement must comply with Section 06.C in the EM 385-1-1. Abatement Plans must be submitted to the Huntsville PM/KO for approval prior to abatement activities. Abatement of hazardous substances will be conducted in accordance with the installations Hazardous Waste Plan and the COR and KO shall be promptly notified of the situation.

1.11.5. Hazardous Materials. The contractor shall furnish and use environmentally preferred products for the performance of this contract. The contractor shall provide the HAZMAT Coordinator in and the HAZMAT Control/Disposal contractor (HMCC) with a listing of HAZMAT, estimated quantities to be used, and copies of applicable SDS. The contractor shall ensure that all HAZMAT containers are clearly labeled as to contents. All HAZMAT shall be stored in accordance with requirements in the SDS, 40 CFR, 49 CFR and local regulations. The contractor shall ensure that materials stored together are compatible. Flammable materials shall be stored in properly marked fireproof lockers or other approved containers. All HAZMAT shall be stored in such a manner as to prevent exposure to the natural elements such as rain, snow, dust, wind, insects, and wildlife. The contractor shall ensure adequate containment, documentation, transportation, tracking, and turn-in for the disposal of HAZMAT through the HMCC. Wherever possible, the contractor shall substitute/use products with non-HAZMAT components for products with HAZMAT components.

1.11.6. Hazardous Materials and Hazardous Waste Spills. The contractor shall plan for spill cleanup, containment and neutralization of all potential HAZMAT/HAZWASTE, and health hazards encountered during performance of this contract, maintaining on hand HAZMAT/HAZWASTE handling safety equipment and clothing appropriate for the materials/hazards expected to be encountered. The contractor shall properly dispose of pails, drums, or other containers that contain or did contain HAZMAT and HAZWASTE in accordance with AR 200-1. The contractor shall include spill prevention, containment, and response procedures for toxic HAZMAT/HAZWASTE in the EPP. The contractor shall clean up any HAZMAT spilled only by contractor during performance of this contract. The incident must be reported in accordance with local reporting procedures. If the spill is found by the KO to be due to the actions of contractor personnel, the spill shall be cleaned up to the satisfaction of the KO at no expense to the government. The contractor shall also plan for Hazard Communication (HAZCOM) Training certifications and meeting all required personnel requirements associated with HAZCOM. The contractor shall comply with and accomplish the operational requirements concerning HAZWASTE as defined in 40 CFR Sections 260-265 and local Regulations. The contractor shall comply with operations and training requirements as identified in applicable Federal and local laws, regulations, and directives including 40 CFR.

1.12. Energy Conservation. All areas under this contract are subject to the energy conservation requirements mandated by the Energy Policy Act of 2005 (EPACT) and Executive Order 13423. The contractor shall improve energy efficiency through repairs, preventative maintenance, transportation and administrative tasks. The contractor shall consider energy conservation when making repairs and improve conditions or upgrade replacement with Energy efficient materials. The energy conservation shall include:

1) Improve energy efficiency and with a reduce greenhouse gas emissions.
2) Acquisition of parts and supplies require use of energy efficient, water efficient and re-cycled content products.

3) Paper products shall be at least 30% post-consumer fiber content.
4) Reduce motor vehicles total consumption of fuel by 2% annually.
5) Update at time of replacement, electronic items with energy efficient parts. Replace electrical equipment with products that meet at least 95% of the requirements with a registered Electronic Product Environmental Assessment Tool, as part of EPACT.
6) Purchase and enable computers and monitors with the Energy Star feature.
7) Implement conservation methods not currently in use in facilities.

1.13. FIRE & LAW ENFORCEMENT. The contractor shall follow local fire prevention and security procedures and regulations to include compliance with Interim Life Safety Measures (ILSM) as mandated by the installation Authority Having Jurisdiction (AHJ) as applicable.

1.13.1. Military Police Patrols. Installation facilities and grounds are patrolled by law enforcement during duty and non-duty hours when the buildings are closed. If a facility under contractor control is found to be unsecured, the contractor shall secure the facility within two (2) hours after notification. A report of findings will be initiated by the government and provided to the contractor to determine the cause and identify corrective actions to prevent reoccurrence. The contractor shall respond in writing within two (2) working days to the KO with a report on the corrective action taken.

1.13.2. Theft. The contractor shall notify law enforcement and the COR immediately when theft or destruction of property is detected.

1.13.3. Bomb Threats. The contractor shall immediately evacuate all personnel from the building and report bomb threats to law enforcement and the COR.

1.14. SAFETY. The contractor is required by EM 385-1-1 to develop and maintain a written safety and health program in compliance with the Corps Safety Manual and 29 CFR. The contractor shall have this program available for review if requested by the KO or the COR. The US Army Corps of Engineers (USACE) Safety and Occupational Health Requirements, EM 385-1-1 (Revised 15 MAR 2024) is available electronically at https://www.publications.usace.army.mil .

1.14.1. Site Specific Accident Prevention Plan (APP). For the overall SATOC Contract, the contractor shall prepare and submit to the government for review and acceptance a site-specific Accident Prevention Plan (APP). This APP shall address each of the elements/sub-elements in the outline contained in Appendix A of the EM 385-1-1 (Minimum Basic Outline for Accident Prevention Plans) in the order they are provided in the manual. The contractor APP shall be submitted and accepted by the government prior to starting any installation activities at the site.

1.14.1.1 Activity Hazard Analyses. The Risk Management portion of the contractor's APP shall detail how site and task specific Activity Hazard Analysis (AHAs) will be submitted with each Task Order/Work Order Package or, minimally, at least 15 days prior to starting any applicable work. The AHAs must comply with Section 01 in the EM 385-1-1. No work shall commence on any specific Task Order/Work Order prior to USACE HNC acceptance of the task specific AHAs. May be required at task order approval or minimally 15 days prior to the start of work.

1.14.1.2 Task Specific Accident Prevention Plan (APP). The Risk Management Portion of the APP shall detail the process of submitting to the USACE KO/PM mandatory site and task specific safety plans as Addendums to the APP minimally 15 days prior to starting the following applicable work on any Task Order/Work Order. These include:

A. Fall Protection Plans – Section 21.D in the EM.

B. Standard and/or Critical Lift Plans – Section 16 in the EM.

C. Trenching and Excavation Plans – Section 25.A in the EM

D. Lead and Asbestos Abatement Plans – Section 06.C in the EM

E. Demolition/Renovation Plans – Section 23.A in the EM

F. Steel Erection Plans – Section 28.B in the EM

G. Confined Space Entry Procedures and Permits – Section 34.A in the EM

H. Energized Work Permits and Arc Flash Hazard Analyses – Sections 11 and 12 in the EM

I. Any other Task Specific Plan as required by the Plans, Programs, and Procedure's portion of Appendix A Para I related to any one Task Order/Work Order. (Traffic Control, Lighting Plan for night operations, etc).

1.14.2. Site Safety and Health Officer (SSHO). Per EM 385-1-1 Section 01, the contractor shall provide for all Task Orders, a minimum of one fully qualified Site Safety and Health Officer (SSHO) . The Task Order/Work Order SOW may allow the dual hatting of the SSHO and QC depending on the overall risk assessment of the work, a justification will need to be provided for KO approval at the time of the Task Order/Work Order submittal for approval. A copy of the proposed SSHO's resume and OSHA 30 Card is required to be submitted to the USACE PM/KO for acceptance minimally 15 days prior to the planned date to start work. All SSHOs shall be designated in writing and acknowledge they have read and understand the Prime Contractor's APP. At no time shall the SSHO and the Superintendent share roles. The SSHO shall be a full-time responsibility during all project related activities categorized as a "High" residual risk (or greater) in accordance with the Activity Hazard Analysis (AHA) as prepared per the accepted APP. Draft plans shall be submitted electronically for acceptance.

1.14.3. Contractor Accident Reporting Requirements. Accident Reporting and Investigation shall comply with Section 01 in the EM 385-1-1. All recordable accidents and significant near misses are required to be reported to the USACE PM/KO and investigated. The updated fillable ENG 3394 (2021) shall be used for reporting to USACE.

The Initial Accident Report (IAR) on the ENG 3394 takes the place of the older PAN form and must be submitted to the USACE PM/KO within 24 hours of the accident. The Final Accident Report (FAR) is required to be submitted within 5 days of the accident occurring. This Form can be used to investigate significant near misses.

1.14.4.Monthly Health and Safety Report. The contractor shall submit a monthly record at the contract level (to include the total of all TOs under the contract) of work-related injuries/illnesses and exposure not later than the 7th of each month. This report shall include all man-hours of exposure at the work site and indicate any accidents as per EM 385-1-1.

1.14.5.Traffic Control Plan. For any work that is to take place in or near roadways the contractor shall submit a traffic control plan for approval prior to commencing any work. This traffic control plan shall be developed in accordance with EM 385-1-1, state specific guidelines and requirements and installation specific requirements.

1.14.6 Emergency Services. Emergency medical treatment and services for contractor

personnel are the responsibility of the contractor.

1.14.7. Emergency Operations. The contractor shall coordinate with the Emergency Operations Center (EOC) in preparation for and during inclement weather, earthquakes, wild land fire operations, and other emergency conditions. During emergency operations, the contractor shall provide a designated representative on site to provide any directed support if directed by the KO. These efforts shall include consultation, earthquake building evaluation, providing information concerning the physical constraints governing the possible reactions to the real or training situation, as well as any of the actual efforts contained in this solicitation. The support required under this paragraph acknowledges that, during emergency operations, efforts may require a priority response designated and directed by the KO.

1.14.8 Confined Space Entry. Contractors entering and working in confined spaces are required to follow and comply with the requirements in Section 34 of EM 385-1-1, OSHA 29 CFR 1910 & 26, and OSHA 29 CFR 1910.146 (Permit Required Confined Space Entry).

1.14.9 Severe Storm Plan. In the event of a severe storm warning, the contractor shall: 1) secure outside equipment and materials and place materials that could be damaged in protected areas, 2) check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities and 3) ensure that temporary erosion controls are adequate.

1.15. WARRANTY ENFORCEMENT. The contractor shall be responsible for tracking and complying with manufacturers and contract warranties, shall maintain on-site warranty records of all equipment, and supporting documentation for any warranty claims. The government will provide the contractor with all existing warranty documentation at the start of the TO. Warranty Management Plans may be required at the TO level. The contractor shall provide the government copies of warranty records on any items of equipment or repair items to which the government will take title, or which will be installed on government property.

1.15.1 Warranty Claims. The contractor shall comply with standard Army execution and warranty claim action reporting programs as defined in AR 700-139 and DA Pam 738-750. The contractor shall, within five (5) working days of a request from the KO, inform the KO or designated representative in writing of all warranty actions. The contractor shall repair warranty items without recourse to the warranty and at Contractor expense if the failure or defect results from contractor abuse or from improper or inadequate Contractor maintenance, as determined by the KO. The contractor shall repair such failures and defects at no cost to the government.

1.16. COORDINATION WITH OTHER ENTITIES. The contractor shall coordinate and cooperate with other contractor and government employees and carefully schedule work to minimize conflict. The contractor will be responsible for day-to-day interface with other personnel, as necessary. The COR will assist with resolution of work schedule conflicts. The contractor shall schedule operations to minimize interference with government work and mission.

1.17. ACCOMMODATION OF GUESTS. The contractor shall assist and cooperate as needed in routine facility inspections and studies and shall provide for the general accommodation of guests of the Installation or Commander.

1.18. PERMITS TO WORK.

1.18.1.Work Clearance. The contractor shall process all work clearance requests through the COR and in- turn for all work, such as digging, that may interfere with the normal flow of traffic or disrupt utilities. The contractor shall have a completed/approved request prior to starting such work.

1.18.2.Hot Work Permit. Contractors are required to meet all applicable criteria before a permit is issued and shall obtain any required hot work permit. Provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site for a minimum of 30 minutes after completion of the task or as specified on the hot work permit.

When starting work in the facility, require personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the responsible emergency Fire Department phone number. ANY FIRE, NO MATTER HOW SMALL, SHALL BE REPORTED TO THE RESPONSIBLE FIRE DEPARTMENT IMMEDIATELY.

1.18.3. Excavation Permit. The need for excavation permits will be brought to the responsible point of contact for the site or military installation.

1.18.4. Radiation Safety Permit. License Certificates for radiation materials and equipment shall be submitted to the KO and Radiation Safety Office (RSO) for all specialized and licensed material and equipment that could cause fatal harm to contractor or government personnel. Workers shall be protected from radiation exposure in accordance with 10 CFR 20. Standards for Protection Against Radiation. Loss of radioactive material shall be reported immediately to the KO. Actual exposure of the radiographic film or un-shielding the source shall not be initiated until after 5 p.m. on weekdays. In instances where radiography is scheduled near or adjacent to buildings or areas having limited access or one-way doors, no assumptions shall be made as to building occupancy. Where necessary, the KO will direct the contractor to conduct an actual building entry, search, and alert. Where removal of personnel from such a building cannot be accomplished and it is otherwise safe to proceed with the radiography, a fully instructed employee shall be positioned inside such building or area to prevent exiting while external radiographic operations are in process. Transportation of Regulated Amounts of Radioactive Material will comply with 49 CFR, Subchapter C, Hazardous Material Regulations. Local Fire authorities and the site Radiation Safety officer (RSO) shall be notified of any Radioactive Material use. Transmitter Requirements: The base policy concerning the use of transmitters such as radios, cell phones, etc., must be adhered to by all contractor personnel. They must also obey Emissions control (EMCON) restrictions.

1.19. RESIDENT MANAGEMENT SYSTEM (RMS)

1.19.1 RMS. The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as RMS-CM, to record, maintain, and submit various information throughout the contract period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site. This joint Government-Contractor use of RMS and RMS-CM will facilitate electronic exchange of information and overall management of the contract. RMS 3.0 provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances

- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data
- Request for Information
- Accident Reporting
- Safety Exposure Manhours

Website https://rms.usace.army.mil/

SECTION C-2
DEFINITIONS

2.1 DEFINITIONS. The definitions set forth below are those unique to this contract. Definitions for technical terms or words that are included in this contract can be found in the technical documents referenced in the individual areas of the SOW. The definitions provided below are oriented to West Point Military Academy SOW. In many cases, definitions are specific by situation. The total listing of definitions is not all-inclusive, but has been derived from official publications such as, regulations and TM, when available.

Acceptable Level of Performance. The acceptable level of performance is the maximum percent defective or the maximum number of defects per hundred units considered satisfactory for purposes of a sampling inspection. It is the allowable variance from a standard expressed by narrative description before the government will reject the specific service.

Acceptance. The act of an authorized representative of the government by which the government assumes for itself, or as agent for another, ownership of existing and identified supplies tendered or approves specific service rendered, as partial or complete performance of the contract on the part of the contractor.

Aeration. Aeration is the manual or mechanical perforation of improved ground turf areas to increase the saturation into the soil of air, water, and nutrients.

Annual. A task that occurs or is scheduled for a single occurrence in a period of 365 days

Army Regulations (AR). Publications issued by Headquarters, Department of the Army (DA), which are directive in nature and contain missions, responsibilities, policies, and administrative procedures necessary to ensure uniform compliance with Army policies.

As-Built(s). The term as-built, as-builts, or as-built drawings refer to any design, contract, or drawings that reflect the construction of real property or improvement to real property. As-built drawings may or may not be certified.

Authorized Personnel. Those people authorized in writing by the appropriate authority for a particular activity or access.

Backflow Preventer Device. A backflow preventer device is a mechanical device or means to prevent backflow or cross-connection into the potable water supply.

Base Civil Engineering (BCE). The base organization responsible for the operation and maintenance of facilities. Responsible for real property and approval of major and minor construction projects.

Bi-Weekly. Occurrence every 2 weeks

Bi–Monthly. Occurrence every 2 months

Bi–Annual. Occurrence twice a year

Building Manager. Serves as facility liaison with outside support agencies such as base, base communications, base contracting, base fire department, base safety, base security police and regional health facilities office.

Calendar Week. A period of seven consecutive days starting on Sunday

Check. To inspect, operate, and/or test for verification that the unit or item is in a fully operational condition or is performing to its designed function.

Clean. As used, generally means removal of dirt or impurities. As used for acceptance of work means; free from dirt, contamination or impurities; unsoiled or unstained; recently laundered, fresh and unused; neat and tidy; or clear, regular, or having few corrections. Restoring affected work area and appurtenances to pre-work condition.

Compact. To compact is the act of using a machine or heavy equipment to provide compaction of soil or loose material.

Component Part. A component part is part of or within a facility, system or equipment for which proper operation is necessary for that item to function or operate in its intended manner.

Completion Time. Time allowed for satisfactory completion of a job.

Confined Space. An area in which an employee may require special equipment, certification and or permissions for entry to perform assigned work. This area may have limited and restricted means of entry or exit. This area may contain a hazardous atmosphere or a material with the potential to engulf an employee that enters that space. This area may have an internal configuration that could cause an entrant to be trapped or asphyxiated.

Confined Space Work Permit. A confined space permit is needed when an area is designated a confined space and may contain serious safety and health hazards.

Contraband. It includes illegal drugs, pornography, weapons and other items barred from the DOD Installations.

Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

Contract Discrepancy Report (CDR). A report generated by the government when contractor performance is found to be unsatisfactory.

Contracting Officer (KO). The KO is the only person authorized to approve changes to any term, condition, or requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event the contractor effects a change at the direction of a person other than the KO, the change will be considered to have been made without KO authority.

Contracting Officer's Representative (COR). An employee of the U.S. Government appointed by the KO to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

Customer. Units/activities/entities and any other organization for which support is provided.

Defective Service. A service output that does not meet the standard of performance established by the Statement of Work.

Deliverable. Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

Department of the Army Pamphlet (DA PAM). Publication issued by Headquarters, DA for guidance and which contains informational, instructional, or reference material of a continuing nature pertaining to administrative matters.

Dig Permit. Work that requires the disruption of soil in depths greater than 6" below the ground surface requires a completed and approved local installation Dig Permit.

Directorate of Public Works (DPW). The organization responsible for the operation and maintenance of facilities. Responsible for real property and approval of major and minor construction projects.

Duty Days. Duty days are Monday through Friday except for Federal Holidays.

Duty Hours. Unless otherwise specified in individual task orders, normal duty hours shall mean 0730 hours until 1630 hours local time.

Emergency. Any work required to correct a condition which poses an immediate danger to life, health or safety or an emergency condition that is detrimental to the mission, posing an imminent safety hazard or reduced operational effectiveness.

Environmental Protection. Formalized responsibilities, policies, and procedures established to preserve, protect, and restore the quality of navigable waters; near-short, open, and any other surface waters; ground water; drinking water; land surface or subsurface area; and ambient air.

Equipment. A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Facility. A building, structure, utility system, pavement, and underlying land or portion thereof and other improvement or asset that has been provided a unique facility number and is contained in the Real Property Inventory as a separate entry listing. This includes all IE and building components.

Facilities Defects. Defects in the facility found by the contractor or government personnel that require repair. Facilities defects include but are not limited to, leaking faucets, cracked or loose floor covering, improperly operating toilets and broken curtain tracks.

Fire Suppression System. A fire suppression system is an automated fire sprinkler system that might be dry pipe, wet pipe, deluge, dry chemical or a combination of aforesaid systems.

Fiscal Year. A fiscal year is a period beginning October 1 and ending September 30 of consecutive calendar years.

General Refuse. Waste generated from daily operations within the facility that is not hazardous or contaminated. General refuse may be disposed of, without special treatment, in a sanitary landfill.

Government or Army-Unique Training. Training deemed necessary by the government for performance of a government or Army contract in addition to established requirements, such as licenses and certificates, for unique equipment or facilities that are added to contract requirements after contract award.

Government Furnished Property (GFP). Property in the possession of, or directly acquired by, the government and subsequently furnished to the contractor for performance of a contract. GFP includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. GFP also includes contractor- acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the government for continued use under the contract.

Government Property. All property owned or leased by the government. Government property includes both government-furnished property and contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Hazardous Material (HAZMAT). Any material which has been determined by the Occupational Safety and Health Administration, Department of Transportation or military regulations under conditions incident to transportation or supply as capable of posing an unreasonable risk to health, safety, and property. Includes material classified as explosive, flammable, corrosive, combustible, porous, poisonous, compressed gas, toxic, radioactive, or unduly magnetic. When referred to in requirements throughout this SOW, HAZMAT includes hazardous waste (HAZWASTE).

Hazardous Waste (HAZWASTE). Any waste material that contains a compound that is identified by federal or state regulations as hazardous or toxic waste, and any waste material containing a compound that is toxic or poisonous, corrosive, irritating or sensitizing, radioactive, biologically infectious, explosive or flammable. Special handling procedures are required for handling hazardous waste and to ensure proper collection and disposal.

Hot Work Permit. Any work that will include open flame, cutting, welding and soldering requires a Hot Work Permit to be processed and approved by the applicable installation fire department.

Ice Storm. An ice storm is typically a winter storm in which falling rain, snow, or sleet freezes on contact and creates an icy surface condition.

Improved Grounds. Grounds considered improved are those on which intensive development and maintenance measures are performed. Examples of such grounds are lawns, parade grounds, athletic fields, and main road borders.

Installed Equipment. Equipment or materials installed or affixed as a permanent part of structure and required to make a facility usable. Items include plumbing fixtures and equipment, heating/cooling equipment, sanitary systems, security alarms, fixed fire protection systems, elevators and escalators, overhead-crane runways, lavatory counters, cabinets, fans, air conditioners, furnaces,

and similar fixed equipment. Installed equipment is generally such that removal is not easily accomplished and would probably cause permanent damage to the real property facility.

Loss of Government Property. Unintended, unforeseen or accidental loss, damage, or destruction of government property that reduces the government expected economic benefits of the property. Loss of government property does not include occurrences such as purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of government property includes, but is not limited to:
1) Items that cannot be found after a reasonable search.
2) Theft:
3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Materials. Property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling, and special test equipment or real property.

Minimum Acceptable Standard of Performance (MASP). The minimum acceptable level of performance the contractor must achieve in order to be in compliance with the conditions and terms of this contract.

Monthly. A task that occurs or is scheduled for a single occurrence in a 30-day period.

Non-Personal Construction. The personnel rendering the construction support is not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees. Non personal service contracts are authorized by the government in accordance with FAR 37.012, under general contracting authority, and do not require specific statutory authorization.

Performance Requirements Summary. Contractor service requirements summarized into performance objectives that relate directly to mission essential items including the minimum acceptable levels of service required for each requirement.

Performance Standard. An established and generally accepted parameter through which performance is evaluated.

Statement of Work. A document that describes accurately the essential and technical requirements for providing items, material, or construction, including the standards used to determine whether the requirements have been met.

Period of Performance (POP). The contractual period of time allocated to perform a specific task, task order, or workorder requirement.

Physical Security. Actions that prevent the loss or damage of government property

Potable Water. Water fit for drinking.

Quality Assurance. A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and construction conform to established technical requirements; and satisfactory performance is achieved. QA is a government function.

Quality Assurance Representative (QAR). A functionally qualified government employee who performs QA functions for a contracted service.

Quality Control. A contractor proactive system for verifying and maintaining a required level of quality in a product or process, including planning, inspection, reporting, corrective action, and lessons learned. QC is a dynamic process maintained throughout the life of a product or process. QC is a contractor function.

Remote Site. Any West Point Military Academy site location that is outside the West Point Military Academy area of operations on West Point Military Academy campus.

Restricted Areas. Those areas designated by the government that require control of personnel for security reasons and/or equipment for protection of personnel and property.

Routine. Work that does not qualify as emergency or urgent work but is normally accomplished within 10 business days.

Safety Data Sheet (SDS). Hazardous material information that identifies the chemical makeup or characteristics of a specific commercial item, health warnings, and first aid treatment procedures, as required by federal and state law.

Safety Program. A program to reduce and keep to a minimum accidental manpower and resultant monetary losses, thus providing more efficient utilization of resources and advancing the combat effectiveness of the DoD.

Subcontractor. One that enters a contract with a prime contractor. The government does not have privacy of contract with the subcontractor.

System. A set of interacting or interdependent elements and/or components forming a complex intricate whole for the purpose of providing a specific function or action.

Task. An activity to be accomplished within a defined period of time.

Task Order. Supplementary contractual and obligating document that includes task descriptions and specific performance requirements.

Technical Exhibit. Supplementary information provided to define contract tasks and requirements. Technical exhibits can be in the form of tables, graphs, maps, data, etc.

Technical Manual (TM). Document with instructions for the operation, installation, use, maintenance, training, and support of a system, component, or facility.

Traffic Control Signs. Traffic signs used to control, mark, or regulate a specific traffic situation. Examples are danger signs, caution signs, directional signs, and information or safety instruction

signs.

Traffic Information Signs. Traffic signs used to convey information, instructions or notices.

Weekly. A task that occurs or is scheduled for a single occurrence every calendar week.

Work Order. A formal work authorization document issued for repair work issued under a specific Task Order and signed by the KO providing contractor a Notice to Proceed (NTP) with the work. Work Orders (WOs) may be used for facility repairs, parts, and materials, which are not covered under other contracted work.

2.2. ACRONYMS.

AIS- Automated Information Systems
ANSI- American National Standards Institute
CFR- Code of Federal Regulations
CLIN- Contract Line Item Number
COR- Contracting Officer's Representative
DFARS- Defense Federal Acquisition Regulation Supplement
DFSC- Defense Fuel Supply Center
DoD- Department of Defense
DoDD-Department of Defense Directive
DODI-Department of Defense Instruction
DPW- Directorate of Public Works
EFARS- Engineering Federal Acquisition Regulation Supplement
EMCS- Energy Management Control System
ENN-Emergency Notification Network
EPA-Environmental Protection Agency
FAR- Federal Acquisition Regulation
GSA- General Services Administration
HVAC- Heating, Venting and Air Conditioning
WP – West Point
JER- Joint Ethics Regulation
KO- Contracting Officer
NFPA- National Fire Protection Association
NIOSH- National Institute for Occupational Safety and Health
OSHA- Occupational, Safety and Health Administration
PE- Professional Engineer
QA- Quality Assurance
QAR- Quality Assurance Representative
QASP- Quality Assurance Surveillance Plan
QC- Quality Control
QCP- Quality Control Program
SDS- Safety Data Sheet
UL- Underwriters Laboratory

SECTION C-3
GOVERNMENT-FURNISHED PROPERTY

3.1. GENERAL INFORMATION. The government will provide the facilities, equipment, materials, as listed in this SOW section.

3.2. GOVERNMENT-FURNISHED FACILITIES. Upon contractor request, the government will designate an area for contractor use and storage of trailers, equipment, and materials. This area will be within the installation boundaries but may not be centrally located.

Prior to the start of work, contractor shall submit a site plan showing the locations and dimensions of temporary facilities (including layouts and details, equipment and material storage area (onsite and offsite), access and haul routes, avenues of ingress/egress to the construction office area. Contractor shall identify any areas which may have to be graveled to prevent the tracking of mud, show locations of site fences, site trailers, entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas. Contractor site Layout Plan must be coordinated with DU to prevent easement encroachments.

A preparatory meeting shall be conducted by the government and contractor to ensure all requirements are met to the government's satisfaction. Within 5 days after the preparatory meeting, the contractor shall provide to the government meeting minutes.

3.2.1. Contractor Trailers and/or Storage Buildings
Trailers utilized by the contractor for administrative or material storage purposes must present a clean and neat exterior appearance and be in a state of good repair.

Trailers or storage buildings will be permitted, where space is available, subject to the approval of the government.

The trailers or buildings shall be in good condition, free from visible damage rust and deterioration, and meet all applicable safety requirements. Trailers shall be roadworthy and comply with all appropriate state and local vehicle requirements. Failure to maintain trailers or buildings to these standards shall result in the removal of noncomplying units at contractor expense. A sign not smaller than 24 by 24 inches shall be conspicuously placed on the trailer depicting the company name, business phone number, and emergency phone number.

Trailers shall be anchored to resist high winds and must meet applicable state or local standards for anchoring mobile trailers.

3.2.2. Fencing and Maintenance of Contractor Lay-Down Area
Contractor shall provide fencing along the perimeter of contractor temporary facilities to control access by unauthorized people.

Contractor shall enclose the temporary facilities and lay-down area with an 8-foot-high chain link fence and gates and shall remove the fence upon completion of this contract or at government's

discretion.

The contractor shall be responsible for maintaining the integrity of the perimeter fence, access into and out of the site area and unauthorized entry into the facilities themselves. Contractor shall keep fencing in a state of good repair and proper alignment at all times.

Grassed or unpaved areas, which are not established roadways, may be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways, should the contractor elect to traverse them with construction equipment or other vehicles; gravel gradation will be at the Contractor discretion and expense.

Mowing and maintenance of grass located within the boundaries of the contractor site area is the responsibility of the contractor for the duration of this contract. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers will be edged or trimmed neatly. Within the site area grass (or annual weeds) will be cut to a maximum of 4-inch height at least once a week during the growing season unless the grass area is not visible to the public.

Snow removal located within the boundaries of the contractor site area is the responsibility of the contractor for the duration of this contract. The Contractor shall keep area clear of snow and ice and shall snowplow areas surrounding the site for safe walking and driving. Contractor shall shovel dock and step areas, will sand when necessary to avoid slippery areas, and remove snow from work vehicle parking area and head bolt heater parking line (if applicable).

The contractor shall be responsible for any damage done by contractor to government property.

3.2.3. Utilities
All utility use will be coordinated with the West Point. It is the responsibility of the contractor to coordinate with and submit a service application directly to the West Point on all aspects of this request including, but not limited to, schedule, access, safety, SWPPP, and areas/details of the interface.

3.2.4. Security Provisions
Contractor shall provide adequate outside security lighting at the contractor temporary facilities. The contractor will be responsible for the security of its own equipment; if necessary, the contractor will notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

3.2.5. Dumpsters
Contractor shall equip dumpsters with a secure cover and paint dumpsters the standard installation color. Contractor shall keep dumpster closed, except when being loaded with trash and debris. Dumpsters will be located out of the public view and emptied at least once a week, or as needed to keep the site free of debris and trash.

3.2.6. Restoration of Storage Area
Upon completion of the contract, contractor shall remove any signage, barricades, haul roads, and any other temporary products from the site. After removal of trailers, materials, and equipment from within the fenced area, contractor shall remove all contractor installed fencing that will become the property of the contractor. Areas used by the contractor for the storage of equipment or material, or other use, will be restored to its original or better condition. Contractor shall remove gravel used to

traverse grassed areas and restore the area to its original condition, including topsoil and seeding as necessary.

3.2.8. Modifications to Government-Furnished Facilities. Before making any modifications to government furnished facilities, the contractor shall obtain prior approval from the COR. The contractor shall submit the proposed change in writing, to the COR who will pass the request to the Facility Manager for review/approval. No alterations to the facilities will be made without written permission from the COR. In the case of alterations necessary for compliance with OSHA, such permission will not be unreasonably withheld. Facilities will be returned to the government in the same condition as received, fair wear and tear and approved modifications excepted. Government-furnished facilities will be used only in the performance of this contract. Government furnished facilities and equipment will not be used to work on any project, proposal or bid which does not relate to this contract.

3.2.9. Facility Abuse. The contractor shall notify the COR of all suspected facility abuse or vandalism. The government will determine validity of all suspected facility abuse or vandalism. Unless damage repairs can be classified as "repairs, the repairs will not begin unless directed by the KO. The contractor will provide the COR with written cost estimates of repair of all suspected facility abuse when requested by the COR.

3.3. GOVERNMENT-FURNISHED EQUIPMENT. The government does not plan to provide the contractor with any equipment under this contract.

3.4. GOVERNMENT-FURNISHED MATERIALS. The government does not plan to provide the contractor with any materials under this contract.

3.5. GOVERNMENT-FURNISHED RECORDS. As-Built Drawings, to the extent available, will be made available by the government.

3.6. GOVERNMENT-FURNISHED SERVICES.

3.6.1. Government-Furnished Utilities. The government will provide all utilities used in the performance of Task Order (TO) work under this contract. The government will furnish utilities as currently installed in government Furnished Facilities. All facilities do not receive the same utility services. The contractor shall not change or modify any utility system or component without prior KO or COR written approval.

3.6.2. Telephone Services. The government will provide access to Class C telephone lines for all government provided space outlined in Section 3.2. The provided service will be a point of connection, any telephone, telephone line or telephone service beyond the point of connection is the responsibility of the Contractor. Telephone services shall be used for official government business and for contractor business directly related to performing functions. The contractor shall report all apparent unauthorized calls and misuse or abuse of official telephone services to the COR for investigation and appropriate corrective action. Requests for new or expanded telephone service shall be submitted, in writing, to the COR for review and approval.

3.6.3. Postal/Installation Distribution. The contractor is responsible for all business-related postage services to include Federal Express, United Parcel Service, and United States Postal Service fees.

3.6.4. Custodial Service. Government does not provide for contractor temporary facilities.

3.6.5. Refuse Collection. Government does not provide for contractor temporary facilities.

3.6.6. Pest Management Services. Government does not provide for contractor temporary facilities.

3.6.7. Police and Fire Protection. Government will provide for contractor temporary facilities.

3.6.8. Emergency Medical. In case of a medical emergency, accident, or injury involving contractor personnel during performance of duties under this contract, seek professional help in accordance with the Safety Plan.

SECTION C-4
CONTRACTOR-FURNISHED ITEMS AND SERVICES

4.1. GENERAL INFORMATION. Except those items or services specifically stated in Section C-3 above as government furnished, the contractor shall furnish everything needed to perform this contract according to all its terms.

4.2. CONTRACTOR-FURNISHED MATERIALS AND PARTS.

4.2.1. Contractor-Furnished Materials and Parts. All materials, parts, and supplies provided by the contractor shall be of equal or greater quality than the items to be replaced. Replacement items shall be standard products from manufacturers regularly engaged in the production of such materials, parts, and supplies. Materials, parts, and supplies supplied by the contractor shall meet energy efficiency standards.

4.2.2. Contractor-Furnished Replacement Parts and Components. New parts and components will be provided when accomplishing repair services as described herein.

4.2.2.1. Replacement Parts and Components Criteria. All replacement parts and components to be used in the maintenance and repair of facilities, systems, equipment, and components will be compatible with the existing item, will be of equal or better quality as original item specifications, will conform to the applicable specifications and used according to original design and manufacturer intent. Items without technical specifications will be of acceptable industrial grade and quality. If the original manufacturer has updated the quality of parts for current production, parts supplied under this contract will equal or exceed the updated quality.

4.2.2.2. Retain Replaced Parts and Components. Replaced parts with acquisition value of $100.00 or greater will be retained for at least 10 days after completion of the job and these parts will be readily available for inspection by the COR upon request. When disputes arise concerning material, parts and components selected for work items already accomplished, the contractor will, at no cost to the government, remove, replace, and/or rework material, systems, equipment, or components so compliance with the government's requirements is satisfied.

4.3. CONTRACTOR-FURNISHED VEHICLES. The contractor shall provide and maintain all vehicles necessary to perform the requirements of this contract. Vehicles will have the company name prominently displayed on both sides of the vehicle and be maintained clean to present a neat,

professional appearance.

4.3.1. Vehicle Condition. All vehicles used in the performance of this contract will be in operable condition and meet the local, state, and federal safety requirements. Vehicles found unsafe and unable to function as designed, will be removed at contractor expense. Vehicular repairs will not be done on site except emergency breakdown repairs to allow the vehicle to be safely removed for repair. The COR may inspect vehicles at any time and direct the removal of any unsafe or objectionable vehicle from the installation. Contractor-owned vehicles shall be parked in authorized parking spaces. All vehicles will have a state registration (from any state) and will be registered on base, licensed, insured, and operated according to base traffic regulations.

4.4. CONTRACTOR-FURNISHED SERVICES.

4.4.1. Fines and Penalties. The contractor shall work closely with the government to avoid the fines or penalties imposed by environmental regulators for noncompliance associated with testing and monitoring requirements as well as other environmental compliance issues.

4.4.2. Telephone. The contractor shall be responsible for obtaining commercial telephone service (local and long distance) for contractor use beyond the Government provided point of connection referenced in Section 3.6.2.

4.4.3. Two-way Radios. The contractor shall provide all equipment for communicating between contractor personnel and will obtain approval in advance from the Installation authority having jurisdiction. The contractor shall submit a written request to use the radios to the COR. The request will detail proposed equipment, operating frequencies, and other particulars. The contractor shall comply with policies on the uses of radios and cellular phones.

4.4.4. Contractor Cleanup. The contractor shall, at all times, keep work areas including mechanical/equipment rooms clean and free from accumulations of waste material, rubbish, tools, scaffolding, equipment, and materials. Upon completion of the job or when away from the work site, the contractor shall leave the work area and premises in a clean, neat, safe, and workmanlike condition. An initial inspection of mechanical and electrical rooms will be jointly performed by the contractor and the COR to assess the condition of these areas.

4.5. Contractor-Furnished Facilities. Contractor-provided mobile storage facilities, if permitted, will meet appearance standards in accordance with Section C-3. Specifications for and placement of these mobile storage facilities shall be reviewed and approved by the KO. The contractor shall be responsible for all costs associated with the purchase, leasing, placement, operation, maintenance, repair, and removal of these mobile storage facilities.

SECTION C-5
SPECIFIC
TASKS

5.1. SUMMARY The following requirements and deliverables will be required under the base contract and shall therefore be applied to any Task Order (TO) award under this contract. Additional requirements described in each TO, once awarded, may complement, emphasize, or add to any requirements or processes mentioned in this paragraph. The government reserves the right to expand the requirements of any TO so long as the requirement does not force the contractor to perform outside the scope of what would be considered reasonably within the bounds of this contract. Each TO will identify the nature and scope of the work required. The contractor shall provide all personnel, equipment, tools, vehicles, materials, supervision, and other items necessary to perform all maintenance and repair tasks as defined in this SOW and each TO.

5.1.1 Task Order Requirements. The contractor shall perform the work as defined by each individual TO. Each TO will identify the specific work to be performed. The Period of Performance (POP) will be established for each TO. Each TO may require the contractor to prepare and submit a project schedule that details definable feature of work activities and includes key milestones as may be defined in the TO.

5.1.2 WORK ORDERS (WO). The contractor shall provide sustainment, repair and renovation using the work order process for the facilities specified in the TO.

5.1.3 CONSTRUCTION. The contractor shall perform minor construction specified in each TO. Minor construction is considered to be projects with a threshold below $2,000,000.00. Performance and payment bonds will be required for any construction project with a value greater than $150,000.00. These projects will require work plans and have anticipated period of performance durations of 4-6 months.

5.1.4 FURNITURE. The contractor shall be required to procure and install furniture as needed for renovation projects and/or as specified in each TO.

5.2. MANAGEMENT AND ADMINISTRATIVE SUPPORT. The contractor shall provide all administrative guidance, support, and coordination of contractor work resulting from any TO award.

5.2.1. Post Award Deliverables. The contractor shall provide SATOC post-award deliverables including a Quality Control Plan (QCP), Accident Prevention Plan (APP), Environmental Plan, and Waste Management Plan. Post award deliverables required for each TO will be identified in the individual TO SOW.

5.2.2. Contractor Meeting Attendance. The contractor shall participate in TO post-award coordination meetings in coordination with the COR.

5.2.2.1. Contractor Project Manager (PM) shall attend bi-weekly contractor progress meetings.

5.2.2.2. Contractor Quality Control Manager (CQM) shall attend bi-weekly contractor progress meetings.

5.2.2.3. Contractor Site Supervisor shall attend bi-weekly contractor progress meetings.

5.2.2.4. Contractor Site Safety & Health Officer (SSHO) shall attend bi-weekly contractor progress meetings.

5.2.2.5. Contractor Corporate Safety Manager shall attend bi-weekly contractor progress meetings as needed.

5.2.1. Correspondence. The contractor shall maintain a correspondence tracking system with suspense dates to ensure timely response to correspondence and delivery of reports.

5.2.2. Environmental Protection. The contractor shall ensure appropriate coordination in the purchase, use, handling, storage, and disposal of all chemicals, fuels, hazardous materials, and wastes. Coordination shall be made with the appropriate installation activity (i.e.).

5.2.2.1. Hazardous Materials Approval. The contractor shall maintain a hazardous chemical inventory in accordance with installation policy, EM 385-1-1, and regulatory requirements. The contractor shall submit to the COR an inventory of all hazardous materials intended for use during the course of work, along with Safety Data Sheets (SDS's) for each hazardous material. This submittal will be made to the COR for approval prior to bringing a hazardous material onto the installation. All chemicals must have a current SDS on file at the job site.

5.2.2.2. Hazardous Materials Spill Prevention and Response. Spill response, reporting and cleanup will be performed in accordance with the installation's Spill Prevention and Response Plan, and the Hazardous Waste Management Plan, and with federal, state, and local laws.

5.2.4. Operating Records and Reports. The contractor shall prepare and submit to the COR all required operating records and reports as required by TO requirements. If requested by the government, the contractor shall provide the original record, or a reproducible copy of any such record, within five (5) working days or sooner, if required, after each specific action. All records, files, documents, and working papers provided by the government and/or generated for the government in the performance of individual TOs shall become and remain government property.

5.2.5. Operation and Maintenance Manuals. The contractor shall provide O&M manuals for all contractor provided equipment or systems installed in support of individual TO requirements.

5.2.6 Warranty. The contractor shall provide an unconditional (excluding acts of God and negligence of government personnel), one-year parts, material, and labor Warranty from time of government acceptance for new contractor-installed system, system component, or work as required by the individual TO.

5.2.7 Reports. The contractor shall provide after-action reports, accident reports, meeting minutes, daily reports, inspection reports, calibration reports, progress reports, and any other required report as required by the Contract, TO. Copies shall be furnished to the government within five (5) working days or sooner, if required, after each specification.

5.2.8 As-Built Drawings. The contractor shall provide final As-Built Drawings as required by TO. All drawings shall be generated in electronic media compatible with the latest version of Microstation, AutoCAD, or as defined in individual TO or SO. Drawings shall be delivered within the TO POP after the written acceptance of the work by the government.

5.2.9 Software and Licensing. The contractor shall provide all software licensing and configuration tools related to contractor-installed equipment, systems, and work as specified by individual TO.

5.2.10. Information Assurance (IA). The contractor shall provide IA in accordance with current policies, procedures, and statutes as applicable to each TO.

5.2.12 Travel. All travel and related expenses associated with the execution of work shall be reimbursed in accordance with TO specifications. The contractor is responsible for obtaining all necessary documents/permits required for travel and performance of work.

5.3 PERFORMANCE VERIFICATION TESTING (PVT). The contractor shall perform factory testing, performance verification testing, endurance testing, and commissioning in accordance with the applicable and referenced sections of criteria and specifications in the individual TO.

5.4 PERFORMANCE METRICS. The government will evaluate contractor performance based on performance factors as defined in specific TO requirements.

5.6. OPERATIONAL SERVICE REQUIREMENTS. The contractor shall provide all labor, material, and supervision in support of scheduled maintenance and operation activities for a specific system, component, facility, or equipment in accordance with TO requirements. Operational service includes maintenance and operation within the tolerance, limits, and/or specifications established for the system, component, facility, or equipment to maintain compliant in- service operation.

5.6.1. Operating Instructions. The contractor shall prepare and comply with system operating instructions for the safe and efficient operation of systems and facilities in accordance with government directives, the manufacturer's instructions, and Federal, State and local laws and directives and industry standards. The contractor shall maintain operating logs, forms, and charts on all systems in accordance with TO requirements.

5.6.2. Operational Service Outages. Operational service outages may be necessary to accomplish certain maintenance and repair actions. Such outages shall be coordinated with the COR and will be accomplished using methods to minimize system downtime and avoid service interruptions, where possible, or to minimize system downtime where such interruptions of service are unavoidable. The COR shall be notified of the scheduled temporary service conditions at the time of job scheduling and shall be notified of all service interruptions as son as possible. Contractor emergency service outages shall be reported to COR within 1 hour of event.

5.6.3. Utility Monitoring and Control System. Contractor shall coordinate operational services with building automation systems in accordance with TO requirements.

5.8.1. Sustainability. Sustainability is an important aspect of the operational services and maintenance process. A well run O&M program should conserve energy and water and be resource efficient, while meeting the comfort, health, and safety requirements of the building occupants. The impact of Energy Policy Act of 2005 (EPA Act 2005), the Executive Order 13693 and the Energy Independence and Security Act of 2007 (EISA 2007) must all be considered in the facilities O&M process.

5.8.2. Conditions Assessment Survey. The contractor shall perform a conditions assessment survey to validate equipment quantity, equipment operational condition, equipment operational capability, and general site conditions. The contractor shall provide a written report detailing deficiencies identified by the conditions assessment survey in accordance with TO requirements.

5.9. SUBCONTRACTORS. Subcontractors used to perform maintenance and construction, repair and inspection tasks on facilities, systems, or equipment, including, but not limited to, elevators, boilers, chillers, fire alarm systems, electrical substations, and rooftop air handling units, shall be qualified and/or certified to perform that work. A copy of the qualifications and/or certifications shall be provided to the KO within five (5) calendar days from the work commences.

5.10. AS-BUILT DRAWINGS. The contractor shall provide changes to as-built drawings to the COR for any work performed by contractor personnel which causes changes including, but not be limited to, plant, piping or equipment layout or detection of an error within 90 days of the change.

5.11. STORAGE OF FLAMMABLES AND OTHER SELECTED MATERIALS. Unless provided by the government, the contractor is responsible to provide safe and adequate storage for flammables, acid/corrosive materials, pesticides, etc. The contractor shall not store paints, acids, pesticides, or other hazardous materials in or around work areas. Flammables must be stored in an appropriate UL approved storage container.

SECTION C-6
APPLICABLE PUBLICATIONS AND FORMS.

1 **PUBLICATIONS AND FORMS.** Publications and forms that apply to this SOW are listedbelow. The publications and forms have been coded as mandatory (M) or advisory (A). The contractorshall follow those publications and use those forms coded as mandatory. Those publications and forms coded as advisory shall be used to the extent necessary to accomplish requirements of the contract. This is not a comprehensive list. It is the responsibility of the contractor to obtain changes and subsequent published Government publications in order to utilize the most current version.

2 **GOVERNMENT'S RIGHTS TO CONTRACTOR'S OPERATING LOGS ANDFORMS.** The government will have unlimited rights to use, duplicate, or disclose contractor's operating logs and forms, in whole or part, in any manner, for purposes associated with execution of this contract only. Purpose of this statement is to minimize disruptions in service and preserve historical data in the event the contractor is changed.

3 **ARMY ELECTRONIC PUBLICATIONS LIBRARY.** Publications cited in the SOW are current as of the date the SOW was prepared. The contractor should refer to the latest edition as appropriate to update the listing and for the latest dated version of the publications.

4 **APPICABLE PUBLICATIONS.** The codes, standards, and government regulations listed below are typical of the types and level of those required in this contract. This list is representative; it is in no way complete for the variety of support provided by this contract. Any contractor provided publications are to be procured and maintained at contractor's expense.

Publication No./ Section/Para/Line	Title	Mandatory (M) Advisory (A)
ADA	Americans With Disabilities Act	M
ANSI	American National Standards Institute	M
ASHRAE	American Society Heating, Refrigerating and Air Conditioning Engineers, Inc.	M

EM 385-1-1	Safety and Health Requirements	M
NFPA 70	National Electric Code	M
NFPA 101	Life Safety Code	M
R.S. Means	Facilities Maintenance and Repair Cost Data	A
UFC 1-200-01	DoD Building Code	M
UFC 1-200-02	High Performance and Sustainable Building Requirements	M
UFC 3-101-01	Architecture	M
UFC 3-301-01	Structural Engineering	M
UFC 3-310-04	Seismic Design for Buildings	M
UFC 3-401-01	Mechanical Engineering	M
UFC 3-410-01	Heating, Ventilation, and Air Conditioning	M
UFC 3-420-01	Plumbing Systems	M
UFC 3-520-01	Interior Electrical Systems	M
UFC 3-530-01	Interior and Exterior Lighting Systems and Controls	M
UFC 3-570-02A	Cathodic Protection	M
UFC 4-010-01	DoD Minimum Antiterrorism Standards for Buildings	M
UFGS 01 45 00.00 10	Quality Control	M