

**VHA-MEMBER SERVICES
BLDG 610 - VETERANS CALL CENTER
BACK UP GENERATOR INSTALLATION
STATEMENT OF WORK (SOW)**

1. GENERAL: The Veteran’s Health Administration – Member Services (VHA-MS) Fort Riley is seeking to obtain a qualified contractor who can demonstrate the required capability to install a natural gas, 400KW, backup power generation system at our Fort Riley location. The Government will not exercise any supervision or control over the contractor employees and be accountable solely to the Contractor who, in turn is responsible to the Government.

1.2 Objectives: The objective of this acquisition is to ensure an uninterrupted power supply to support meeting the needs of our Nation’s veterans.

1.3 Scope: Contractor shall furnish all labor, supervision, materials, supplies, tools, equipment, and expertise necessary to install a natural gas, 400KW, backup power generation system at our Fort Riley location.

1.4 Period of Performance: The contractor shall begin performance within 10 calendar days after receiving the Notice to Proceed and complete all work within 120 days after issuance of the Notice to Proceed.

Note: Acceptance by the government is in conjunction with the Final Inspection and all punch list items must be completed during the established period of performance.

1.5. General Information:

1.5.1 Federal Observed Holidays and Military Training Holidays: The Contractor Do not schedule work on Federal holidays or days observed in lieu thereof. The Federal holidays listed below are observed. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. When the holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a service is required less than three times per week and the time for that service falls on a holiday the work shall be accomplished on the day following or preceding the holiday.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.5.2 Hours Of Operation:

1.5.2.1 Installation Closures: The Contractor is responsible for conducting business, between the hours of 7:30AM to 4:30PM (or as stated), Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance when the Government facility is not closed for the above reasons.

1.6 Quality Control: The Contractor shall develop and maintain an effective Quality Control Plan (QCP) to ensure the work is performed in accordance with this SOW and associated documents. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of deficiencies. The Contractor's QCP is the means by which the Contractor assures that the work complies with the requirement of the contract. An adequate number of personnel shall be provided to ensure compliance with the contract quality control requirements. Contractor Quality Control personnel shall be dedicated to quality control functions only and not given additional duties or responsibilities or titles defined in this document outside the scope of the QC responsibilities.

Quality Control personnel shall be designated in writing within 15 days after date of award and upon change of personnel. The letter of designation shall fully describe their responsibilities, levels of authority, and qualifications. A copy of each designation shall be furnished to the Contracting Officer, and COR.

1.6.1 Quality Control Plan: The Contractor shall submit its QCP to the Contracting Officer (CO) or the Contracting Officer's Representative (COR) at the Post Award Conference for approval. Performance shall begin after the CO provides the Contractor written acceptance of the QCP and/or any proposed changes in writing. Changes shall be made within five (5) days of receipt of notification from the CO. Contractor shall not perform any services until the QCP has been approved by the COR and the CO. The Government reserves the right to require the Contractor to make changes in the QCP and its operations as necessary to obtain the quality specified. The Contractor shall provide a revised QCP to the COR within 5 working days prior to any proposed changes and any thereafter as changes occur. Only the CO can approval or reject the QCP and/or proposed changes. The QCP shall include the following items of information as a minimum: (1) A description of the quality control organization including an organization chart showing lines of authority and acknowledgment that the quality control staff shall report to the contract manager or someone higher in the Contractor's organization. (2) The name, qualifications, duties, responsibilities, and authorities of each person assigned a quality control function. (3) Procedures for scheduling announced and unannounced inspections. (4) Specify the tasks and areas to be inspected. (5) Method of identifying deficiencies in the quality of services performed. (6) Method of identifying deficiencies in the quality control program. (7) Reporting procedures including proposed reporting formats.

1.6.2 Coordination Meeting: The Contractor shall meet with the CO or COR prior to the start of work to discuss the QC program. During the meeting, a mutual understanding of the project details shall be developed, including the forms for recording QC operations, control activities, administration of the program, and the interrelationship of Contractor's QC program and provisions of liquidated damages clauses contained within the base contract. Minutes of the meeting shall be prepared by the COR and signed by the Contractor, the COR and the Contracting Officer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.

1.6.3 Documentation: Prepare, submit, and maintain copies of QC inspection schedules and QC inspection reports of all QC activities. Develop the necessary schedule format and inspection report forms and submit to the COR. These reports shall include factual evidence that inspections had taken place, deficiencies were noted, and corrective action was taken to correct the deficiencies.

1.6.4 Reports: The Contractor shall maintain a daily record (QC/QA Daily Report) of all QC activities. The QC report shall be submitted via e-mail daily to the COR, not later than 9:00 a.m. the following workday. The Contractor may use the Government provided QC/QA Daily Report Form (can be requested) or a form of the Contractor's own design so long as it contains the same information and is in Microsoft Word (*.docx) format.

1.6.4.1 QC/QA Daily Reports: Reports shall include a description of trades working on the project, number of personnel working, weather conditions encountered, any delays encountered, and acknowledgment of deficiencies noted along with the corrective actions taken on current and previous deficiencies. Records shall also include factual evidence that required activities or tests have been performed, including, but not limited to, the following items: (1) Type and number of QC inspections and tests accomplished. (2) Results of QC inspections and tests. (3) Nature of defects, causes for rejection, etc. (4) Proposed remedial action. (5) Corrective actions taken.

1.7 Organization: The following is the Government's quality assurance organization and their responsibilities:

1.7.1 Contracting Officer's Representative (COR): The Contracting Officer's Representative (COR) is an authorized representative of the CO within the scope of his or her authority and acts as the Government's Quality Assurance Evaluator (QAE). A letter of designation will be issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates, after contract award. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: Assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in

connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, and specifications; monitor Contractor's performance and notifies both the CO and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor employees. **The COR does NOT have authority to change the terms and conditions of the contract.**

1.8 Notification of Noncompliance: The CO will notify the Contractor of any noncompliance with the contract documents or performance with a Contract Deficiency Report (CDR). The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

1.9 Type of Contract: The Government will award a Firm Fixed-Price, construction contract for this project.

1.10 Preconstruction Conference and Periodic Progress Meetings: The Contractor agrees to attend any post award conference and periodic progress meetings convened by the CO and COR in accordance with FAR Subpart 42.5. The CO and COR will meet periodically with the Contractor to review the Contractor's performance. Contractor shall provide a 24 hour notice to the CO prior to rescheduling any meetings. At these meetings the CO and COR will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues.

1.11 Key Personnel: The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the Contract Manager is absent shall be designated in writing to the Contracting Officer and presented at the Post Award Conference. The Contract Manager or alternate shall have full authority to act for the Contract on all contract matters relating to daily operation of this contract. The Contract Manager or alternate shall be available between 7:30 a.m. to 4:30 p.m., Monday through Friday except Federal holidays or when the Government facility is closed for administrative reasons.

1.11.1 Identification of Contractor Employees: All Contractor employees shall wear personal identification cards, or badges, while working on the Installation, to avoid creating an impression that they are Government officials.

1.11.2 Contractor Personnel Conduct: Contractor personnel's conduct shall not reflect discredit upon the Government. The Contractor shall ensure that personnel present a professional appearance. The Contractor's employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance. The Contractor is responsible for ensuring that all Contractor employees conduct themselves in a professional, safe, and responsible manner. The Contractor shall remove from the job site any employee for reasons of misconduct or security. The Contractor shall ensure no Contractor employees conduct political related activities or events on the Installation.

1.11.3 Ensure that Contractor employees dressed appropriately for the functions they perform, including shirts, pants, shoes, socks, and personal safety clothing and equipment. Contractor uniforms are not required. It is suggested the Contractor design and encourage its employees to wear work shirts, jackets, or coats with the Contractor's corporate logo displayed on the garments.

1.11.4 The Government reserves the right to require removal of a Contractor employee from the job site who endangers persons or property or whose continued employment is inconsistent with project completion. The Government reserves the right to refuse to permit any Contractor employee to perform work under this contract who is not in compliance with this contract. Failure of an employee to gain access to, or removal of an employee from, the Installation due to the above will not relieve the Contractor of any work required by this contract.

1.12 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to, or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.), or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the CO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the CO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the CO, and in the event the CO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the CO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.13 Access and General Protection/Security Policy and Procedures: All Contractor 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 provide all information required for employee background checks to meet Installation access requirements to be accomplished by Installation Police Department, Director of Emergency Services, or

Security Office. Contractor employees 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.

1.13.1 Contractor and Vendor Access: Fort Riley is a guarded secure military Installation. All Contractor and vendor personnel whether operating their privately-owned vehicles or motorcycles or Contractor or vendor-furnished vehicles and equipment must enter the Installation through one of the secure access control points (ACPs). Under the present Installation Force Protection Condition (FPCON), vehicle and equipment operators and passengers must possess only a valid photo identification card to access the Installation. Vehicle and equipment operators must also possess and be ready to show a valid state driver's license, current vehicle registration, and proof of state required minimum liability insurance. As determined by the Installation FPCON, an elevated FPCON may require additional security screening and/or limited Installation access. For more information regarding Fort Riley installation access, please visit: <http://www.riley.army.mil/Units/Garrison-Command/Emergency-Services/Access-Information/>.

1.13.2 RAPIDGate Program: Contractor and vendor personnel participating in RAPIDGate may enter through any of the Installation's ACPs during their regular operating hours except as described in paragraph 1.13.3 below. RAPIDGate is a voluntary access protocol used by the Installation to help expedite access to the Installation without having to undergo additional security screening. There is a fee to participate in RAPIDGate and the Government will not reimburse Contractor or vendor personnel for the associated cost. To learn more about or to enroll in the RAPIDGate program, call 877-RAPIDGate (877-727-4342) or visit <http://www.eidpassport.com>.

1.13.3 Commercial Delivery Vehicles and Equipment: All commercial delivery vehicles and equipment must enter the Installation through the 12th Street ACP or the Estes Road ACP 5:00 a.m. to 7:00 p.m., Monday thru Friday, Federal holidays exempted. When entering either from the 12th Street or Estes Road gates, commercial traffic will be directed to the search areas located to the north of 12th Street and the south of Estes Road. Commercial vehicles are those vehicles over one ton used for a commercial purpose, including: semi-trucks with trailers, U-Haul trucks operated by Contractors and used for commercial purpose, and construction vehicles. There will be no commercial delivery vehicles allowed on the Installation on Sundays and Federal holidays. All other Contractor, vendor, and commercial delivery vehicles may enter through any of the Installation's ACPs during their regular operating hours. As determined by the Installation FPCON, an elevated FPCON may require all Contractor, vendor, and commercial delivery vehicles to enter through the 12th Street ACP only.

1.13.4 Vehicle Identification: Contractor vehicles and equipment shall bear the Contractor or Sub-Contractor's name or logo while the vehicles and equipment are

working on the Installation. Names or Logos shall be displayed on a viewable dashboard sign as a minimum.

1.14 Emergency Medical Treatment: Emergency medical treatment and services for Contractor employees is the responsibility of the Contractor.

1.14.1 The Contractor shall have competent employees trained and capable of dealing with minor employee injuries. Contractor employees shall immediately notify their supervisor of any accident requiring emergency medical treatment. The Contractor shall, in turn, notify the COR within 30 minutes of the incident.

1.14.2 Emergency medical treatment is available at Irwin Army Community Hospital, 600 Caisson Hill Rd., in order to prevent undue suffering or loss of life. Emergencies will be treated only during the period of emergency and appropriate action will be taken to discharge or transfer such patients as soon as the emergency period ends. Charges for medical care will be at the prevailing rate and at the Contractor's expense.

1.15 Master Work Schedule: Contractor shall submit a Critical Path Method (CPM) schedule for the construction with estimated dates to the COR for review and approval before Notice to proceed. The work schedule shall be based on tasks to be performed, to support contract requirement completion. The COR will review and recommend for approval or disapproval the work schedule; the CO will provide the approval. If the CO does not approve the plan, Contractor shall make necessary corrections and resubmit for approval. If changes to the work schedule are required, notify the COR 14 calendar days in advance of the scheduled service.

1.16 Safety: The Contractor shall perform all work in a safe manner and in accordance with all prescribed state and federal agencies. Citations for non-compliance with OSHA, EPA, KDHE, or other agencies standards shall be documented in the quality reports and are a matter of resolution between the Contractor, COR, and the issuing office of the regulatory authority. Correct deficiencies in the time frame outlined by the regulatory authority and as directed by the COR, and document in the quality reports. When citations are issued by federal or state authorities due to the Contractor's breach of any terms of this contract or any negligent or willful omission on the Contractor or its employees in the performance of this contract, the resulting fine(s) shall be paid by the Contractor.

1.16.2 Personal Protective Equipment (PPE): Contractor shall be responsible to provide, maintain and wearing of all PPE and other lifesaving equipment (e.g., protective footwear, protective gloves, hard hats, and safety glasses, hearing protection, body harnesses and lanyards). The Contractor shall ensure that employees are physically able and medically determined qualified to use the personal protective and safety equipment required in the job duties.

1.16.3 Accident Reporting: The Contractor shall notify the COR immediately with information regarding with who, how, where, when, seriousness and medical treatment

received of the injured personnel whenever accidents occur. The Government will advise the Contractor if additional information or forms are required.

1.16.4 Contract Safety Brief: Prior to the start of contract work, the Contractor shall meet with the COR, Installation Safety Manager, and Mission Safety Office to discuss and develop a mutual understanding about the administration of the overall safety program.

1.16.5 The safety brief shall be attended by the CO or COR and all Contractor (and subcontractor personnel (if applicable) and should, to the extent possible, include (1) Contractor Project Superintendents. (2) Supervisors. (3) Quality Control. (4) Safety Representative. (7) Outside organizations that may interact with or be affected by the Contractor's work such as fire/emergency personnel, security, adjacent facility/process managers, and so forth.

1.17 Hot Work Permits: Hot Work Permits are required when the Contractor's work tasks are capable of providing a source of ignition for flammable materials. Examples these work tasks include soldering, brazing, welding, acetylene torch cutting, burning, heating asphalt, etc. Contractor Hot Work operations shall conform to Paragraph 12-4, FR Reg 420-4. Obtain Hot Work Permits from the Fort Riley Fire Department Inspectors, Building 1020, 785-240-2038 prior to beginning any such Hot Work operations.

1.18 Spills: Immediately notify the COR or if not available, the DES Fire Prevention and Protection Division, the spillage or release of any fuel, hazardous material or waste occurring during the performance of work under this contract. This includes pesticides released not in accordance with EPA approved label directions. Clean up any spillage or release at the Contractor's expense. Clean up and reporting shall be in accordance with EPA, OSHA and KDHE laws and regulations, and Installation regulations and plans.

2. DEFINITIONS, ACRONYMS, AND ABBREVIATIONS:

2.1 Definitions: As used throughout the contract or in material referenced in the contract, the following terms will have the meanings set forth below:

Bi-Weekly - Once every two weeks.

Collection - Means the removal of accumulated trash from any location in the building.

Contract Discrepancy Report (CDR) - A formal, written documentation of Contractor nonconformance or lack of performance for contracted work.

Contracting Officer (CO)/Administrating Contracting Officer (ACO) - A person with authority to enter into, administer, and or terminate contracts, and make related

determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

Contracting Officer's Representative (COR) - An employee of the U.S. Government appointed by the contracting officer 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.**

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.

Deficiency - A shortcoming in the quality or state of service performed.

Directorate of Emergency Services (DES) - The Commanding General's special staff agency for all matters pertaining to Installation emergency services. The Police Department is located in Building 219 and the Fire Department is located in Buildings 1020 and 5000.

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.

Fiscal Year (FY) - The period of 1 October to 30 September each year.

Government-Furnished Property (GFP) - Property owned and furnished by the Government for Contractor or resident use without charge or on a reimbursable basis as indicated in the contract.

Government-Furnished Service (GFS) - Service furnished by the Government for Contractor or resident use without charge or on a reimbursable basis as indicated in 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.

Loss of Government Property - Unintended, unforeseen or accidental loss, damage, or destruction of Government property that reduces the Government's 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.

Material - 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.

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

Public Works (PW) - The Commanding General's special staff agency for all matters pertaining to facilities engineering and housing matters for the Installation. The PW plans, programs, and coordinates all Real Property Maintenance Activities (RPMA) including service contracts. The PW office is located in Building 330. The Operations and Maintenance Division is located in Building 352. The Environmental Division is located in building 407. The Engineering Services Division including the Contract Inspection Branch is located in Building 408. The Housing Division is located in Building 45.

Quality Assurance (QA) - The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards and meets the requirements of the contract.

Quality Control (QC) - All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

Quality Control Plan (QCP) - A written document used by the Contractor to set forth procedures for quality control.

Salvage or Salvable Items - Metal scrap, scrap lumber, crating materials, empty barrels, boxes, textile bags, wastepaper, cartons, kitchen waste, and similar materials which are reclaimable or have sales value and are not subject to property accountability.

Salvaging - The controlled removal of reusable materials from solid waste.

Subcontractor - One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor

Submittal - Anything that can be physically submitted or delivered, but may include non-manufactured things such as meeting minutes or reports

Trash - The unwanted or discarded material resulting from commercial and industrial operations and from normal Fort Riley activities.

Work Day - The number of hours per day the Contractor provides services in accordance with the contract.

Work Week - Monday through Friday, unless specified otherwise.

2.2 Abbreviations and Acronyms: As used throughout this contract or in material referenced in the contract, the following abbreviations and acronyms shall have the meaning set forth below:

ACO	Adminstrating Contracting Officer
ACOR	Alternate Contracting Officer's Representative
ACP	Access Control Point
CDR	Contract Discrepancy Report
CF	100 Square Feet
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
COB	Close of Business
COR	Contracting Officer's Representative
CDL	Commercial Driver's License
CPRL	Contractor Performance Roster List
DA	Department of the Army
DES	Directorate of Emergency Services
DOD	Department of Defense
DPW	Directorate of Public Works
DRMO	Defense Reutilization and Marketing Office
EPA	Environmental Protection Agency

FAR	Federal Acquisition Regulation
FPCON	Force Protection Condition
FROC	Fort Riley Operations Center
FY	Fiscal Year
GCWR	Gross Combined Weight Rating
GFP	Government-Furnished Property
GFS	Government-Furnished Service
GVWR	Gross Vehicle Weight Rating
IACH	Irwin Army Community Hospital
IAW	In Accordance With
ID	Identification
NLT	Not Later Than
OCI	Organizational Conflict of Interest
OSHA	Occupational Safety and Health Act
PW	Public Works
QA	Quality Assurance
QAE	Quality Assurance Evaluator
QC	Quality Control
QCP	Quality Control Plan
SDS	Safety Data Sheets
USC	United States Code

3. GOVERNMENT-FURNISHED PROPERTY AND SERVICES:

3.1 Services:

3.1.1 Fire Prevention and Protection: The Government will provide fire prevention and protection and emergency medical transport by dialing 911.

3.1.2 Grounds Maintenance: The Contractor shall be responsible for mowing, clipping, edging, trimming, and watering of grass/ground cover, and removing residue as a result of grounds maintenance for the grounds around and adjacent to the facility. The Contractor shall also police and clean project work areas.

3.1.3 Utilities: The Government will furnish, without charge to the Contractor, natural gas, electricity, water, and sewage to support Contractor operations while performing the services specified herein. The Contractor is responsible for operating under conditions that preclude the waste of utilities and shall instruct employees in utilities conservation practices in accordance with paragraph 1.6.30, Conservation of Utilities.

3.2 Government Furnished Information: All available record drawings will be provided upon request to the Contractor. They should not however, be considered "as-built". These drawing files are provided without warranty or obligation as to the accuracy or information contained in the files. All information in the files shall be independently verified by the user. Any user shall agree to indemnify and hold the VA harmless from any and all claims, damages, losses, and expenses, including, but not limited to, attorney fees arising out of the use of the Computer Aided Design and Drafting (CADD) drawing files.

4. CONTRACTOR-FURNISHED ITEMS AND RESPONSIBILITIES

4.1 General: Furnish all materials, tools, equipment, communications devices, transportation, fuel, personnel, and supplies; estimates, plans, schedules, records, and reports; licenses, bonds, insurances, registrations, certifications, and permits; and signs required to perform the required work.

4.2 Facility Access: The Contractor shall comply with all installation access requirements for access to the project site.

4.3 Refuse Disposal: The Contractor shall be responsible to maintain the job site in a high state of cleanliness at all times. Contractor generated trash and construction debris will be disposed of offsite at Contractor expense and not in Government dumpsters.

4.4 Latrine Services: Contractor is responsible to provide a portable latrine onsite for contractor employee use. Portable latrine will be at Contractor expense.

4.5 Signs:

4.7.1 Caution Signs: Work site caution signs required for performance of work specified in the contract shall be furnished and installed by the Contractor.

4.8 Removal of Contractor-Furnished Items: Within 24 hours following the expiration or termination of this contract, remove from Fort Riley premises all Contractor owned vehicles, equipment, tools, supplies, material or other items. If after five work days the Contractor does not remove said items from Fort Riley in accordance with Government regulations, the items will be delivered to the Defense Reutilization Marketing Office (DRMO) for disposal subject to a removal charge which will be deducted from the final invoice amount of this contract.

4.9 Estimates, Plans, Schedules, Records, and Reports: Provide, maintain, and submit all contract estimates, plans, schedules, records, and reports including data accumulation, record keeping, and reporting of any deficiencies which are encountered during the normal performance of duties under this contract, whether outside the scope of this contract or not. All contract records shall be provided to the COR at all times at their request, and copies turned over to the COR at the termination of the contract. The listing in this paragraph shall not be construed as comprehensive, nor to exclude any requirements identified elsewhere in the contract.

4.10 Bonds and Permits: Obtain and provide copies all performance and payment bonds at or before the post award conference. Performance and payment bonds must be in an amount equal to or greater than the original contract price (FAR 28.102-2). Contractor shall be responsible to coordinate their construction efforts with the Fort Riley Department of Works and obtain all required permits, licenses, certifications, and permits required in order to comply with all applicable federal, state, and local laws prior to receiving a Notice to Proceed.

4.11 Insurances: Obtain and provide evidence of all required insurances at or before the post award conference. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective for such period as the laws of the State in which this contract is to be performed prescribe or until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. (FAR 52.228-5)

4.12 General Warranty: In addition to any other warranties set out elsewhere in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers at any tier. Such warranty shall continue for a period of one year from the date of final acceptance of the work, but with respect to any part of the work which the Government takes possession of prior to final acceptance, such warranty shall continue for a period of one year from the date the Government takes possession. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his own expense any damage to Government-owned or controlled real or personal property, when that

damage is the result of the Contractor's failure to conform to contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.

4.12.1 Notice of Failure: The Government will notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage.

4.12.2 Contractor's Liability: Should the Contractor fail to remedy any failure, defect, or damage described in paragraph GENERAL above, within a reasonable time after receipt of notice thereof, the Government will have the right to replace, repair, or otherwise remedy such failure, defect or damage at the Contractor's expense.

4.12.3 Other Warranties: In addition to the other rights and remedies provided by this clause, all subcontractors', manufacturers', and suppliers' warranties expressed or implied, respecting any work and materials shall, at the direction of the Government, be enforced by the Contractor for the benefit of the Government. In such case if the Contractor's warranty under paragraph GENERAL above has expired, any suit directed by the Government to enforce a subcontractors', manufacturers', or suppliers' warranty will be at the expense of the Government. The Contractor shall obtain any warranties which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.

4.12.4: Endorsement of Other Warranties: If directed by the Contracting Officer, the Contractor shall require any such warranties to be executed in writing to the Government.

4.12.5 Contractor's Liability Exclusions: Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage which results from any such defect in Government-furnished material or design.

4.12.6 Government's Additional Rights: The warranty specified herein shall not limit the Government's rights under CONTRACT clause entitled "Inspection of Contract" of this contract with respect to latent defects, gross mistake, or fraud.

4.12.7 Brand Name Warranties: Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. The Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties in writing directly to the Government.

4.12.8 Warranty Service Calls: The Contractor shall furnish to the Contracting Officer the names of local service representatives and/or Contractors that are available for warranty service calls and who will respond to a call within 4 hours for critical electrical

service systems. The names, addresses, and telephone numbers for day, night, weekend, and holiday service responses shall be furnished to the Contracting Officer and also posted at a conspicuous location in each mechanical and electrical room or close to the unit.

4.12.9 Upon project completion, the Contractor shall submit a complete set of operation and maintenance manuals to the COR. Additionally, the Contractor shall provide a demonstration and training will be provided to for all newly installed systems, and equipment.

5. SPECIFIC TASKS:

5.1 Scope of Work is intended as a guide for the Contractor to understand the overall basic design requirements of the project and is not intended to identify each specific design component related to code and construction items.. The construction specifications shall be formatted per the Construction Specifications Institute (CSI)-MasterFormat© 2004 applicable to this project.

5.1.1 Back up power generation system general specifications:

- Install a 400KW Natural Gas Generator provide backup power to 100% of building electrical loads
- Sound proofing enclosure
- Battery Maintenance System
- Block heater
- Automatic maintenance systems
- 1000 amp Automatic Transfer Switch (ATS)
- Install concrete pad for proposed power generator
- Install all supporting electrical connections (building to generator)
- Install all natural gas connections required to run the proposed backup power generator system
- Install a fencing enclosure

NOTE: A site visit is planned to allow interested vendors the opportunity to tour the site and see the existing configurations in order to improve their technical proposal preparation to meet our requirement. Attendance at the site visit is strongly encouraged.

5.1.2 Evaluate the existing electrical distribution system and normal power interface. Verify proposed generator will provide backup power to 100% of building electrical loads. Provide a Single- Line Diagram for the building to show service details and new generator and switchgear tie-in details.

5.1.3 Provide a new generator annunciator panel. Supply a Remote Annunciator Panel at a location that is a manned 24-7 work station or at a location that is visual to the Occupants of the building.

5.1.4 Provide all power and control wiring for the new generator including underground routing to new outdoor generator location.

5.1.5 Determine the size of the gas service required and provide the design and specifications for the gas piping to new generator location. The Contractor must coordinate with the installation utility office regarding changes to gas service.

5.1.6 Particular attention shall be given to the protection of existing structure and finishes to prevent any damage of existing finishes. Any accidental damage incurred to existing finishes will be responsibility of the Contractor to repair or correct.

5.1.7 All work hours MUST be coordinated with the COR to minimize interference with normal facility operations. Most outside work that does not require utility outages shall be performed during normal business hours (6:30 am to 8:00 pm) Monday through Saturday. However, areas may require work to be completed OUTSIDE normal business hours (8:00 pm to 6:30 am,) or on Sunday must be coordinated and approved by project's COR. Additionally, construction shall be performed (scheduled and phased) to ensure that areas which can be completed ahead of schedule or priority for early acceptance and operation can be rendered back to facility.

5.1.8 Utility shutdowns/Outages: All shutdowns involving temporary impairment of utilities shall be requested by the Contractor at least 10 calendar days in advance.

5.2 Superintendence: The Prime contractor shall provide, from his own staff, a competent 30 hour OSHA certified superintendent. This individual shall be 100% full time dedicated and assigned to this project while work is being performed on site. The prime contractor shall not divide or split up their superintendence duties among multiple projects at the same facility. Each project stands alone and requires a dedicated superintendent to be allocated and funded to that particular project. All work to be performed to OSHA and NEC standards by qualified personnel.