PERFORMANCE WORK STATEMENT

PH2 MU16 SCAFFOLDING RENTAL CONTRACT FOR BONNEVILLE LOCK AND DAM CASCADE LOCKS, OREGON

1. GENERAL STATEMENT

US Army Corps of Engineers, Portland District, is soliciting scaffolding rental, installation, maintenance, and removal services within Bonneville Lock and Dam. Scaffolding will be utilized by USACE personnel to conduct inspection and repair of the turbine blade seals on Main Unit 16 in Powerhouse 2. The contractor shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to install, maintain, and dismantle/remove scaffolding in the draft tube of Unit 16 in Powerhouse 2, Bonneville Lock and Dam as defined in this Performance Work Statement except for those items specified as government furnished property (GFP).

This is a firm fixed price commercial performance-based service contract for a duration of approximately (90) calendar days of site performance. The period of performance is anticipated to be from 06 July 2026 through 26 October 2026.

2.0 DEFINITIONS

Acceptable Quality Level (AQL). Acceptable Quality Level equals the performance standards listed in 5.2 Description of Services. The Contractor must re-perform all unsatisfactory work unless excused by government inspection.

Contracting Officer (KO). 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.

Quality Assurance. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

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

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

Technical POC – Bonneville Technical Point of Contact. When a COR is left undesignated, the Technical POC will perform government inspection in coordination with the Contracting Officer.

Work Week. Monday through Thursday, unless specified otherwise.

3.0 THE GOVERNMENT WILL FURNISH

The Government will provide potable water, electricity, minimal heating, and debris disposal. The Contractor shall place all trash and litter pickup in dumpsters located on the project. This does not include large pieces of equipment which shall be disposed of in a COR-approved area. Telephone service will not be provided. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

The Government will furnish crane support to include a crane operator, riggers/utilities, and rigging support to lower and remove scaffolding components into and out of the north end of Powerhouse 2. Access will be from the roll up door at elevation 55 to the draft tube gallery access and staging area at elevation -36.

Any available elevator drawings can be obtained from the Government on signed receipt for use, and such drawings shall be retained on Government premises. Applicable changes shall be noted on drawings (i.e. red-marked) and they shall be returned to the COR.

4.0 THE CONTRACTOR SHALL FURNISH

4.1 The Contractor shall furnish all supervision, labor, equipment, materials necessary to perform the work required under these specifications except for those items specifically identified as government provided. Equipment shall be industrial grade.

4.2 The Contractor shall ensure that all employees demonstrate adequate knowledge of tools, equipment, and techniques necessary to competently perform the work.

4.3 All electrical equipment used by the Contractor or the Contractor's employees shall meet all applicable safety requirements. This equipment shall operate at full rated performance levels using existing building circuits. It shall be the responsibility of the Contractor to prevent the operation, or attempted operation, of electrical equipment or combinations of equipment, which require powers exceeding the capacity of existing building circuits.

4.4 **Regulations**. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

U.S. ARMY CORPS OF ENGINEERS (USACE)
EM 385-1-1 (Dated 15 March 2024) Safety and Health Requirements Manual:
https://www.publications.usace.army.mil/portals/76/publications/engineermanuals/em_385-1-1.pdf

5.0 PERFORMANCE STANDARDS AND GUIDELINE REQUIREMENTS

5.1 The Contractor shall deliver, install, maintain, and remove scaffolding and components as established in Section 6. The Contractor shall provide sufficient supplies, materials, and equipment to adequately maintain the rental scaffolding and must be certified by the Contractor. The Contractor is responsible for all work areas. The Contractor shall maintain these areas in accordance with these guidelines.

The following guidelines are for reference only and final results shall be the determining factor for the success or failure of this contract. Performance shall be based on the Contracting Officer's or their designated representative's evaluation of performance and quality results, not the frequency or method of performance.

5.2 **Description of Services**.

5.2.1 Installation/Assembly of Scaffolding. The contractor shall accomplish all tasks to meet the requirements of this PWS. Bonneville Lock and Dam will furnish crane support to include a crane operator, riggers/utilities, and rigging support to lower and remove scaffolding components into and out of the north end of Powerhouse 2. Access will be from the roll up door at elevation 55 to the draft tube gallery access and staging area at elevation -36.

(a) The Contractor is responsible for the construction of an approximate 40 to 45-foot tall cylindrical tower with a landing at the Draft Tube door entrance within 1 foot of the bottom of door opening (Level 1). Level 2 work platform at approximately elevation -29-feet, or 7-feet below runner cone. Level 3 platform at approximately elevation -15-feet, or 3 feet below the bottom of the blades. The work platform at both Level 3 must go 360 degrees around the turbine. Stairway from Level 1 to Level 3 is preferred over a vertical ladder if space allows. See attached PH2 Scaffolding Drawings for detailed information. The Contractor will certify scaffolding is complete, safe, capable of supporting government, and turnover for rental usage prior to Bonneville Project Personnel use.

5.2.2 Maintenance of Scaffolding. Any required safety modifications to the scaffolding will be mutually scheduled within 24 hours of a finding or request.

5.2.3 Removal/Disassembly of Scaffolding. Bonneville Lock and Dam will provide crane support consisting of cranes, crane operators, and riggers/utilities for removal of materials out of the South end of Draft Tube Gallery staging area. Disassembly must begin within the timelines identified below to remove scaffolding and scaffolding components.

5.3 Timelines and CLIN Specifics.

5.3.1 CLIN 0001 Installation/Assembly. Contractor will gain full site access for crew members approximately 2 – 4 weeks after award. Government notification clearing individuals will be made before proceeding to the site. This contract requires one (1) unit scaffolding assembly in total under this CLIN and will occur in the draft tube gallery in Powerhouse 2, Bonneville Lock and Dam. After receiving site access, scaffolding assembly must be completed within 10 business days.

5.3.2 CLIN 0002 Rental Period. An initial estimated 90 days of actual daily scaffolding rental are funded in this CLIN to cover unit rental days. Over time, the total days may become more (if modified providing additional funding to cover additional days), or less days. A modification at the end of the contract will follow to reduce any excess days from the contract. The daily rental rate will be used to reduce and/or add days for this CLIN.

5.3.3 CLIN 0003 Removal/ Disassembly. This CLIN will cover the disassembly and removal of scaffolding from the draft tube gallery, Powerhouse 2, Bonneville Lock and Dam. The Government will notify the Contractor at least 10 business days in advance to schedule scaffolding disassembly and removal. Rental charges will end on the scheduled date in the notification. The Contractor will have five business days from the scheduled date to complete scaffolding disassembly and removal. The Contractor will have five additional business days after scaffolding removal to clean up the site and vacate.

6.0 Performance Requirements Summary (PRS)

To ensure that the Government receives the services for which it contracted, the Government will only pay for services received. The Performance Requirements Summary (PRS) determines if the Contractor meets the performance standards of the contract, as well as provides guidelines for how and when surveillance will be performed. It ensures timeliness, effectiveness and that the Contractor is delivering the results specified in the contract. Government contract quality assurance will be performed per the PRS surveillance schedule.

These are the criteria against which the performance will be evaluated. Work shall be considered not to

have been performed when any one of the following conditions does not exist in accordance with the Quality Assurance Surveillance Plan (QASP).

PERFORMANCE REQUIREMENTS SUMMARY			
Performance Objective	**Performance Standard**	**Performance Threshold**	**Method of Surveillance**
Installation/Assembly of Scaffolding PWS 5.2.1 & 5.3.1	Install/assemble scaffolding. Certify safe and coordinate turnover to government.	Scaffolding install, free of defects, certified. Assembly completed within ten (10) business days after receiving site access.	100% inspections.
Rental, Maintenance of Scaffolding PWS 5.2.2 & 5.3.2	Reply to safety/maintenance requests within 24 hours and schedule corrective action. Cease rental charges during required safety modifications. Assure integrity of scaffold throughout entire rental period.	Corrective action requests acknowledged and scheduled within 24 hours of findings/requests.	100% inspections.
Removal/ Disassembly of Scaffolding PWS 5.2.3 & 5.3.3	Scaffolding disassembled and removed, site cleaned and vacated within scheduled timeframe.	Scaffolding disassembled and removed within five (5) business days from scheduled date. Site cleaned and vacated within five (5) additional business days.	100% inspections.

6.1. **Surveillance**: Periodic and 100% inspections by the COR will serve as the surveillance methods. If the COR discovers deficiencies and/or receives complaints, the COR will pass them on to the contractor's Quality Control Inspector (QCI) for correction.

6.2. **Quality Control**. The Contractor, not the government, is responsible for quality control actions necessary to meet the quality standards set forth by the contract. The contractor shall develop and submit a Quality Control Plan (QCP) for Government approval within ten (10) calendar days after award. Once accepted, the QCP will be incorporated into the QASP. The QASP is not a contractual instrument and may be changed at the COR's discretion. The contractor shall use the QASP to guide and document the implementation of the required management and quality control actions to achieve the specified results. The Government reserves the right under the Contract Terms and Conditions--Commercial Items (FAR 52.212-4) to inspect and test the services called for by the Task Order, to the extent practicable at all times and places during the term of the contract. The Government will reject non-conforming services.

6.3. **Unacceptable Performance**. When performance is determined unacceptable, as defined in the Performance Requirements Summary, the Quality Assurance Evaluator (QAE) will inform the Contractor's on-site representative that performance is unacceptable and provide written documentation by use of

Form DD 2772, Contract Discrepancy Report. By initialing and dating the form, the Contractor is only acknowledging notification of unacceptable performance. Disputes in surveillance should be referred to the Contracting Officer (KO).

The COR will notify the Contracting Officer of unacceptable performance. If any of the services do not conform to contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defect(s) in services cannot be corrected by re-performance, the Government may: Require the Contractor to take necessary action to ensure future performance conforms to contract requirements. Reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to promptly re-perform the services, or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

a) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service;
b) Issue Cure Notice;
c) Terminate the contract for Government convenience; and / or
d) Terminate the contract for Cause.

6.4 Correction of Non-Performance of Work. Contractor shall employ an adequate quantity of personnel to ensure that any area found to be not in compliance and therefore not acceptable, shall be made acceptable by the performance or re-performance of the work, where such re-performance is possible, during the first business day after noncompliance has been observed by or reported to and verified by the COR.

7. SECURITY, SAFETY, & ENVIORNMENTAL REQUIREMENTS OPERATIONS SECURITY REVIEW (AT-OPSEC)

7.1 Security Requirements. Access and General Protection/Security Policy and Procedures.
The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts.

7.1.1 Security Performance Requirements. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel.

a. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirement identified in local policies or procedures.

b. All contractor employees, including subcontractor employees, who are not in possession of the appropriate clearances and training, must be escorted in areas where they may be exposed to classified, sensitive materials and/or sensitive or restricted areas. Restricted areas at Bonneville Lock and Dam include all non-public areas.

7.1.2 Personnel Identity Verification. All persons, including visitors, must provide a valid Government-issued photo ID, compliant with the REAL ID Act prior to being granted access to non-public areas.

a. Acceptable REAL IDs:
- Real ID driver's license
- Enhanced driver's license
- Federal Identification Cards PIC/CAC/PIV/Etc
- Transportation Worker Identification Card (TWIC)
- United States Passport or United States Passport Card
- Driver's license issued by the Department of State

b. All persons may be required to provide proof of citizenship.

7.1.3 Identification of Employees. Submit a complete, dated and signed, list of all Contractor and subcontractor personnel and their titles who will be working on the project to the COR, 7 days prior to the post-award Conference. This listing shall be revised and resubmitted when personnel changes occur within 24 hours of the change occurring.

a. The Contractor shall be responsible for requiring each employee engaged in work to wear identifying uniform marked with identifying name of the Contractor. All employees shall wear name tags with their names prominently displayed.

7.1.4 Verification of Employment Eligibility. Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (https://www.e-verify.gov/) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

7.1.5 Non-US Citizens. Submit to the COR a scanned legible color copy of the Permanent Resident Card (if available) and passport for all personnel who are non-US citizens working on this Contract (either on-site or off-site). (Note: Passports and Permanent Resident Cards both contain PII and must be protected.)

a. Visitor's Nationality Name, Title, Organization or Company name, and the purpose of the visit must be included.
b. Contractor personnel who are non-US citizens shall not be permitted to work on the contract at all until the approved Foreign Visitor Authorization is received from USACE Headquarters and Project Access has been processed and approved by the Operations Project Manager (OPM) or designated Section Chief.
c. Foreign nationals may not view or develop engineering documents or other documents and files under this contract without prior Government Approval.

7.1.6 National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB). 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), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

7.1.7 **Personally Identifiable Information (PII).** Encrypt or password protect all transmissions containing PII. PII must be encrypted or the document(s) containing PII must be encrypted or password protected. Send all documents containing PII directly to the Project Security Specialist. DODSafe link for secure transmittals are available upon request.

7.1.8 **Security Training.** Thirty (30) calendar days prior to mobilization, and annually thereafter, all Contractor employees, to include subcontractor employees, requiring access to army installations, facilities, and controlled access areas shall complete the training listed below. Submit a roster of training completion for each Contractor employee and subcontractor employee to the COR or to the CO (if a COR is not assigned) within five (5) calendar days after completion of training of all employees and subcontractor personnel. Costs associated with the execution of the following training and verification requirements shall be at the expense of the Contractor.

a. **AT Level 1 Training.** All Contractor employees, to include subcontractor employees, requiring access to army installations, facilities, and controlled access areas, or requiring network access areas, shall complete initial, (annual thereafter), AT Level 1 Training. AT Level I Awareness Training is accessible through the following link: https://jko.jten.mil/courses/AT-level1/launch.html.
b. **Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something Training**. All Contractor employees, to include subcontractor employees, requiring access to army installations, facilities, and controlled access areas shall complete initial, (annual thereafter), Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something). The training video is one minute in duration. (Army Video: https://www.dvidshub.net/video/872410/iwatch-army-timely-threat-reporting-59sec or DHS Video: https://www.dhs.gov/medialibrary/assets/video/53369).
c. **Operations Security (OPSEC) Training.** All Contractor employees, to include subcontractor employees, requiring access to army installations, facilities, and controlled access areas shall complete OPSEC Training: https://securityawareness.usalearning.gov/opsec/index.htm
d. **Controlled Unclassified Information (CUI) Training.** All Contractor employees, to include subcontractor employees, requiring access to army installations, facilities, and controlled access areas shall complete CUI Training: https://securityawareness.dcsa.mil/cui/index.html .
e. **NERC-CIP Training.** All Contractor employees, to include subcontractor employees, requiring access to army installations, facilities, and controlled access areas shall complete NERC-CIP Training. Training materials will be supplied with access request information after award.

7.1.9 **Government-Prescribed Cards/Keys.** Each person requiring Bonneville Lock and Dam access for this contract shall obtain Government prescribed ID/access cards (and keys if applicable) from the Project security office. For each person requiring access, submit a Project-approved access request form and all accompanying documents to the COR not less than one week prior to the date when access is needed. For contracts requiring access for more than ten (10) employees starting in the same week, Contractor shall provide all documents not less than two weeks prior to the date when access is required. The COR/POC will review, verify, and forward to the Project Security Office.

7.1.10 **Return of Government-Prescribed Cards/Tags/Keys.** Notify the Project security office immediately in the event of a termination for cause, reassignment, or a lost or stolen security item.

a. Within 24 hours of personnel changes or the release of any employee and within seven days of the end of or termination of Contract, collect and return all Government-prescribed cards/keys to the Project Security Office. Failure to return any Government-prescribed cards or keys will result in a per item charge to the Contractor as defined below and may delay final payment. These fees will be deducted from the Contractor's monthly payment at no additional cost to the Government.
   - Physical Key: $5000
   - Proximity Card: $200
   - Parking Tag: $50
b. Contractor personnel who will be on site intermittently (less than once per week) must return their security items to the Project security office for safekeeping when offsite.

7.1.11 Physical Security and Access Control Requirements. All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB").

a. Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures.
b. Contract personnel who are not approved for unescorted access to federal facilities shall coordinate escorted access with the Government. Government resources for providing an escort are extremely limited. Escort is subject to approval.
c. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the Project.

7.1.12 Unescorted Powerhouse Access. Powerhouses, security badging, and security monitoring areas are subject to additional security requirements, including those in North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP)-004, Personnel and Training. The following additional requirements apply where unescorted access to any of these areas is required. Documents specified below must be submitted along with the Project-approved access request forms, not less than one week before the date when access is required. If unescorted access to these areas is required, the access request will not be processed until all required documentation has been provided.

a. **Seven-Year Criminal Background Check.** For each person requiring unescorted access to the Powerhouse or to designated security areas, Contractor will provide a seven-year criminal background check. All costs associated with obtaining the criminal background report will be at the expense of the Contractor. The Project RCC or Security Specialist will review the report, and Project management will approve, disapprove, or revoke authorization for unescorted access based on the findings of the report. The report shall be based on a positive ID match using Social Security Number and/or fingerprints, and include all of the following:
   - State and county check for the current residence, regardless of duration, and for each jurisdiction where the subject has lived or worked or attended school for six months or longer during the seven years immediately preceding the investigation.
   - A search of Federal criminal records, a national crime index search of all US states and territories, and (where possible) an Office of Foreign Assets Control (OFAC) search for terrorists, narcotics traffickers, and blocked persons.
b. For Contracts extending beyond seven years, the seven-year criminal background check must be updated at least once every seven years for personnel requiring unescorted access to Powerhouses or other areas subject to NERC CIP regulations.
c. For more information or for questions on background checks, contact the Project Security Specialist before requesting the background check.

7.1.13 Bonneville Lock and Dam Project Security Procedures. All Contractor personnel, subcontractor personnel, suppliers, etc. shall comply with the Project's security policies. Security of the Contractor's property and items furnished under this Contract, until the Government accepts items, is the Contractor's responsibility whether stored inside or outside.

a. **Schedule of Working Hours.** As stated in paragraph 1.5.4, arrangement and scheduling of working hours and crews must be coordinated through the COR with the Project Staff. The working hours of the Project Staff are Mondays through Thursdays from 6:30 a.m. until 5:00 p.m. Fridays are non-working days. Working hours that extend past 5:00 p.m. on weekdays or on weekends and holidays must be coordinated through the COR. Submit the intended working hours of staff on site to the COR, 7 days prior to the Post-Award Conference, and identify any employees working in any capacity in accordance with the subparagraph entitled Identification of Employees. During normal working hours the Contractor personnel shall check in with the COR and the Bonneville Security Office when arriving and check-out prior to leaving to ensure personnel accountability. Outside of normal working

hours the Contractor Personnel shall check in and out with the Bonneville Lock and Dam Control Room at 541-374-2221.

b. **Vehicle Gates:** After passing through any gate that is locked and unattended, all personnel are required to wait for the gate to close before proceeding, and to notify the Control Room if the gate fails to close.

c. **Identification of Contractor Vehicles.** All vehicles used by Contractor personnel on project shall bear suitable company identification to enable project personnel to identify such as authorized for access. The Contractor will provide the COR with a list of vehicles and their license plates that will be used to perform work. Vehicles shall be in good working condition, not dripping oil, etc. Safety features on vehicles shall be working. Each Contractor vehicle (both personal and company vehicles) must display a Government-furnished Project parking tag at all times while on the Project. Obtain the parking tags from the Project security office. Obtaining parking tags for each Contractor vehicle prior to its use on site and requiring each vehicle engaged in the work to display such identification is the responsibility of the Contractor. Immediately return all Government-furnished Project parking tags to the Government for cancellation upon permanent removal of any Contractor vehicle from the Project. Failure to return any Government-furnished parking tag will result in a charge of $50 per item to the Contractor and may delay final payment. This fee will be deducted from the Contractor's monthly payment at no additional cost to the Government.

7.2 **Safety Requirements:** To provide safety controls for protection of life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and to avoid work interruptions in the performance of this contract, the Contractor will comply with all pertinent provisions of EM 385-1-1.
Copies of the EM 385-1-1 will be supplied to the Contractor by the Government at the pre-work conference. The EM-385-1-1 is also available to be downloaded at the following link: http://www.saw.usace.army.mil/safety/EM385.pdf

7.2.1 **Accident Prevention Plan and Activity Hazard Analysis:** The Contractor shall submit an Accident Prevention Plan and Safety Activity Hazard Analysis (AHA) in accordance with the Safety and Health Requirements Manual (EM 85-1-1), a minimum of 7 days prior to the pre-work conference and prior to onsite work. The Safety and Health Program and AHA shall be submitted to the COR for approval.

a. **Safety Records:** The Contractor shall maintain an accurate record of and shall report to the COR in the manner and on the forms prescribed by the Contracting Officer, exposure data (on site labor hours) and all accidents resulting in death, traumatic injury, occupational disease, and/or damage under this contract. Safety Records shall be submitted within 7 days from the end of each month. No invoices for payment will be approved by the Government until the Safety and Exposure Report is received by the COR.

7.2.2 **Hazardous Energy Control Program (HECP)/Safe Clearance Procedure:** A safe clearance system is used by Project Personnel to ensure continuity of service and safety to personnel and equipment. Any maintenance or troubleshooting determined by the Contractor to require exposure to Hazardous Energy and require lock-out tag-out controls, shall be communicated to the on-site Project Safety and Occupational Health Specialist (SOH) prior to any work being accomplished. Any work that requires Hazardous Energy Controls will require a formal safety clearance established by USACE personnel using the local Hazardous Energy Control Program (HECP). The Contractor will be capable of signing onto this formal clearance as an Affected Person to perform required maintenance and troubleshooting provided requirements of Section x.2.9 are met.

a. **HECP Training.** Required HECP training can be acquired at http://Contractor.vividlms.com/. (Note cost is $55 per person and paid by the Contractor) This training is required to be accomplished annually. The Contractor shall provide a copy of training certificates to the COR and Project SOH 7 Days prior to the post-award conference and within 5 days of completion annually.

b. **Personal Locks**. Contractor shall provide their own personal lock(s) for Hazardous Energy Control Purposes.

7.2.3 **Hazard Communication Plan:** The Contractor shall submit to the COR copies of all Material Safety

Data Sheets (MSDS) for chemicals, solvents or oils which may be brought onto the Project prior to bringing the chemicals on site.

8. General

8.1 **Contract Changes**. Only a warranted Contracting officer acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, you shall not proceed with the change and shall immediately notify the Contracting Officer.

8.2 **Contract Administration.** Contract will be administered by the following:

Department of the Army, Portland District, Corps of Engineers
P. O. Box 2946
Attn: CECT-NWP-S
Portland, Oregon 97208-2946

Contract Specialist:
Darrell Hutchens, Darrell.d.hutchens@usace.army.mil

Contracting Officer's Representative: *To be specified at time of award.*

8.3 **Invoice Submittals**
Invoice(s) shall be prepared in accordance with FAR clause 52.212-4(g) and submitted electronically via email to:

Submit an Electronic PDF Invoice to the USACE Finance Center via email address:

CEFC-G2invoices@usace.army.mil

Electronic Copy to: Roger Montavon, roger.a.montavon@usace.army.mil

8.4 **Hours of Operation**: The Contractor is responsible for conducting business between the hours of 6:30 a.m. and 5:00 pm Monday through Thursday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Fridays are non-working days. Working hours that extend past 5:00 p.m. on weekdays or on weekends and holidays shall be coordinated through the COR and approved by the Project Staff. The Contractor shall submit the intended on-site working hours of its staff to the COR.

8.5 **Insurance**
The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract, at least the kinds and minimum amounts of insurance required by this Clause as follows:

TYPE	AMOUNT
1) Workman's Compensation and Employer's Liability (including Federal Longshoremen and Harbor Worker's Insurance).	As legally required by the State wherein the work is being performed. At least $100,000.00 unless Defense Base Act applies
2) Comprehensive General Liability Insurance	Personal Injury Liability: $500,000.00 per occurrence
3) Automobile Liability	Personal Injury Liability: $200,000 per person $500,000 per occurrence Property Damage: $20,000.00

8.6 Walsh-Healey Public Contracts Act or the McNamara-O'Hara Service Contract Act (SCA).

Every employer performing work covered by the Walsh-Healey Public Contracts Act or the McNamara-O'Hara Service Contract Act (SCA) is required to post a notice of the compensation required (including, for service contracts, any applicable wage determination) in a prominent and accessible location at the worksite where it may be seen by all employees performing on the contract.

A copy of the poster is available in two versions at the following DOL website:
http://www.dol.gov/whd/regs/compliance/posters/sca.htm
The rest of the content is subjective to each location's needs. There are the additional requirements that are to be observed by the contractor.

8.7 Veterans Employment Emphasis for U.S. Army Corps Of Engineers Contracts

U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

a. U.S. Department of Labor Veterans employment: www.vets.gov/
b. Federal veteran employment information: www.fedshirevets.gov/index.aspx
c. Veterans' Employment and Training Service (VETS): http://www.dol.gov/vets/
d. Veterans Opportunity to Work (VOW) Program: http://benefits.va.gov/vow/
e. U.S. Army Warrior Transition Command Employment Index: http://www.wct.army.mil/modules/employers/index.html
f. Hiring Our Heroes initiative: www.uschamberfoundation.org/hiring-our-heroes
g. Guide to Hiring Veterans: www.whitehouse.gov/sites/default/files/docs/white_house_business_council_-_guide_to_hiring_veterans_0.pdf

8.8 Work Scheduling. The Contractor is not required to perform services on the following recognized Federal holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

9. FORMS

Contractor Discrepancy Form: http://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2772.pdf