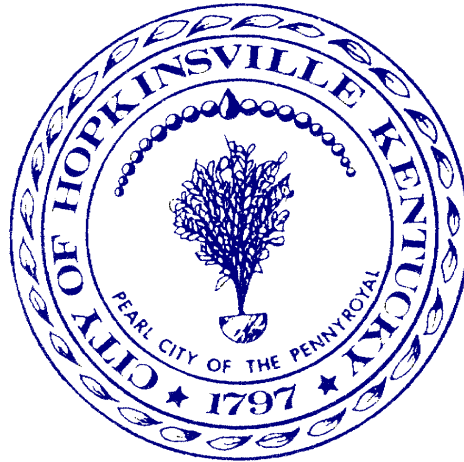


INVITATION TO BID

CITY OF HOPKINSVILLE



2020 Pavement Markings for the City of Hopkinsville, Kentucky,
including PWS for Fort Campbell Kentucky
Bid Number 3120-7948-12

Mike Perry, Public Works Director
Public Works Department
705 North Main Street
Hopkinsville, KY 42240
Phone: (270) 890-0600

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IMPORTANT: Please advise the Public Works Director immediately in the event any of the above documents are not enclosed.



Mike Perry
Public Works Director
mperry@hopkinsvilleky.us

CITY OF HOPKINSVILLE
KENTUCKY
42240

705 North Main Street
Phone 270-890-0600
Fax 270-632-2072
www.hopkinsvilleky.us

INVITATION TO BID

CITY OF HOPKINSVILLE

2020 Pavement Markings for the City of Hopkinsville, Kentucky, including PWS for Fort Campbell Kentucky, Bid Number 3120-7948-12

The City of Hopkinsville is accepting bids from licensed contractors to provide pavement marking services for Calendar Year 2020. The streets and parking lots are located within the City of Hopkinsville and as well as in Ft. Campbell, KY.

If you are a licensed contractor interested in bidding on this work, you can obtain a bid packet by contacting:

Mike Perry
Public Works Director
705 North Main Street – Public Works Department
Hopkinsville, KY 42240
Phone: (270) 890-0600

Or on our website www.hopkinsvilleky.us

A **MANDATORY Pre-Bid Meeting** will be **Monday, June 17, 2019 at 2:00 p.m. CST** in Conference Room 214 of the Hopkinsville Municipal Building, 715 South Virginia Street, Hopkinsville, KY 42240. A company representative must be present in order to place a bid.

Sealed bids must be received no later than **9:30 a.m. CST on Tuesday, June 25, 2019** at which time the bids will be opened and read aloud publicly in Conference Room 214 of the Hopkinsville Municipal Building. Sealed bids should be mailed to Mike Perry, Public Works Director, P.O. Box 707, Hopkinsville, Kentucky 42241-0707.

**MAYOR CARTER M. HENDRICKS
CITY OF HOPKINSVILLE**

The following pages contain the Bidder Information and Requirements, Specifications, Bid Form, and Acknowledgement of Receipt Form.

BIDDER INFORMATION AND REQUIREMENTS

General

Sealed bids, subject to the conditions, specifications, and instructions below and as attached, will be accepted until 9:30 a.m. on Tuesday, June 25, 2019, at the Hopkinsville Municipal Center, 715 South Virginia Street, Conference Room 214, Hopkinsville, Kentucky 42240.

All bids are to be submitted on and in accordance with the attached Bid Form. The Bid Form must be signed by an authorized representative of the bidder and dated in the appropriate space. A company representative **must** have been present at the MANDATORY Pre-Bid Meeting in order to bid.

Each bid must be submitted in a sealed envelope and clearly and prominently marked on the outside of the envelope with the following:

**“2020 Pavement Markings for the City of Hopkinsville, Kentucky,
including PWS for Fort Campbell Kentucky, Bid Number 3120-7948-12”**

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope marked “SEALED BID” and mailed to City of Hopkinsville, ATTN: Mike Perry, Public Works Director, P.O. Box 707, Hopkinsville, Kentucky 42241-0707, allowing sufficient time for such mailing to reach this address prior to the scheduled closing time for receipt of bids.

Additional information or clarification of any of the instructions or information contained herein may be obtained from the Public Works Director at (270) 890-0600.

The successful bidder(s) will be required to possess a City of Hopkinsville business license prior to the official award of the contract and for the duration of the contract period.

Specifications are based on City needs and standards to meet specific City requirements. Specifications are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

In case of disputes as to whether the service quoted or delivered meets specifications, the decision of the Public Works Director, or other authorized City representative, shall be final and binding on all parties.

Bidder's Responsibility to the City

The City of Hopkinsville will hold each bidder responsible for compliance with all specifications and compliance with all federal, state, and local laws and regulations applicable to this bid and any subsequent contract.

Contract Period

The normal contract period will be for January 1, 2020, through December 31, 2020. The contract may be extended beyond that time, upon the mutual agreement of the contractor(s) and the City at the original bid price for extenuating circumstances such as inclement weather or other causes beyond the control of the contractor(s) or the City, also upon agreement of the City and Contractor, a renewal agreement of up to an additional nine (9) years may be awarded.

Pricing or Bid Amounts

Throughout the term of the contract(s), the bid prices may not be changed. Any extension of the contract, contract price increases shall not exceed 1% per annum. Any price increase above 1% but not greater than 5% shall be submitted with justification, and shall be reviewed annually. Price increase shall be capped at 5% per annum.

Addenda

Any bidder(s) finding discrepancy in or omission from the specifications, in doubt as to their meaning, or believing that the specifications are discriminatory shall notify the Public Works Director, in writing, a minimum of five (5) working days before the scheduled bid opening. Clarifications or changes in these specifications will be issued, in writing, only by the Public Works Director or his authorized representative. Inquiries should be directed to the Public Works Director. Exceptions, as taken by the bidder(s), in no way obligate the City to change the specifications.

Taxes

Quoted prices shall include all federal, state, county, and city taxes. The City will not agree to change any bid prices because a successful bidder failed to include any taxes.

Receipt of Bid Acknowledgement

Each bidder is asked to return the attached Acknowledgement of Receipt Form either by mail at the above-mentioned address or by fax to (270) 632-2072, prior to submitting a bid.

Submission of Bids

The submission of a bid shall be considered an agreement by the bidder to all the terms, conditions, and specifications provided herein and in the various bid documents.

Any bidder may withdraw his or her bid either in person or in writing at any time prior to the award of bids.

Bid Evaluation Bases

The evidence of adequate manpower and equipment will be the primary bases for evaluating the bids.

Bids which show any omission, irregularity, and alteration of forms, conditional or unconditional additions not called for, unresponsive bids, or bids obviously unbalanced may be rejected.

| | |
|---|------------|
| PRICE..... | 70 |
| CONFORMANCE WITH MINIMUM SPECIFICATIONS..... | 20 |
| LOCAL VENDOR..... | 10 |
| TOTAL | 100 |

The City reserves the right to reject any and all bids.

Award of Contract

Before awarding any contract, the City shall have the right to require a bidder to submit evidence of his or her qualifications concerning financial and technical resources to guarantee responsiveness to the contract. Failure of any bidder to demonstrate to City officials the ability to be responsive shall be grounds for rejecting the bid.

Bidder must have twelve (12) years of experience in City/State/Private/ pavement markings with eight (8) references.

The City reserves the right to award alternate contracts when the first contractor cannot perform the work within the timetable specified by the City.

All bids will be judged on the bases of best buy to the City, compliance with all instructions, and conformance with the specifications.

The Public Works Director reserves the right to award contracts in such a way as to be in the best interest of the City.

A condition of any contract shall be the disclosure of any subcontractors to be used in the performance of the contract.

Insurance

Each successful bidder shall maintain, as specified in the contract, insurance to protect himself or herself or company and the City of Hopkinsville from any claims that may arise while performing work under this contract. Each successful bidder will provide proof of workers compensation insurance if requested.

Each successful bidder shall ensure that its owners, officers, and employees observe and exercise all necessary caution and discretion to avoid injury to person or damage to property of any and all kinds.

Subcontracting

Contractors may utilize the services of subcontractors only with prior approval of the City of Hopkinsville. Contractors may not use any subcontractor that is delinquent in any payments owed to the City. Contractors shall verify proposed subcontractors are in good standing with the City prior to entering into any agreements.

Contractors shall be held responsible for the performance and quality of work of all subcontractors.

All work performed by subcontractors shall be listed on the contractor's invoices, to include the subcontractor's name, work performed, and amount owed/paid. No more than 49% of invoiced amounts may be performed by subcontractors, without additional prior approval of the City. Otherwise, the agreement between the City and the contractor may be voided.

Inspections

The City of Hopkinsville will have a Quality Control Inspector inspecting pavement markings areas as completed.

Payment

Contractors shall submit to the City an itemized invoice on a monthly basis. Said invoice is to include specific information as required by the City for the services. Upon satisfactory completion of the work and acceptance of the invoice by the City Administrative Officer, payment will be made within fifteen (15) calendar days.

Within fifteen (15) calendar days of receiving payment from the City, contractors shall provide proof of payment to any subcontractors, who performed work billed on that invoice, or the contractor(s) shall provide, in writing to the City and subcontractor, why said subcontractor was not paid.

Termination

The City of Hopkinsville reserves the right to terminate any contract immediately in the event the contractor(s) discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; fails to keep in force any required insurance policies; or fails to pay, in a timely fashion, any subcontractor.

Failure of the contractor(s) to comply with any section or part of the bid or subsequent contract will be considered grounds for immediate termination of the contract.

The contract may be terminated by either party by giving thirty (30) calendar days written notice to the other party.

If the City uses the termination clause, the contractor will be paid for all work completed satisfactorily up to the termination date.

Conflict of Interest

If there is any personal or business connection to any employee or elected official of the City of Hopkinsville, please list the name of the individual and relationship with that person on the attached Bid Form. (Pursuant KRS 61.252)

SPECIFICATIONS
2020 Pavement Markings for the City of Hopkinsville, Kentucky,
including PWS for Fort Campbell Kentucky
Bid Number 3120-7948-12

Specifications or Scope of Work

Notification to begin pavement marking operations on when weather and time permits will be made at a minimum of ten (10) calendar days prior to the date scheduled for the cycle to begin.

The City of Hopkinsville will grant a delay for each day Contractor cannot work due to rain or wet conditions that prevent pavement marking operations.

The City of Hopkinsville will conduct an overview meeting with the Contractor within one (1) week after the Contract has been awarded.

Permanent pavement striping and thermoplastic shall conform to the Standard *Specifications for Road and Bridge Construction Edition 2012* for the Commonwealth of Kentucky. Pavement marking and symbols, as well as work zone safety shall conform to the Manual on Uniform Traffic Control Devices.

Markings made in error shall also comply with Marking Removal and Corrective Work portions of the *Standard Specifications for Road and Bridge Construction Edition 2012* for the Commonwealth of Kentucky.

Terms and Conditions

Comply with all applicable federal, state, and local laws, ordinances, and regulations governing safety, provide all safeguards needed for employees and equipment, and secure any and all permits and licenses that may be required.

Provide proper insurance coverage to indemnify the City of Hopkinsville and to hold the City of Hopkinsville harmless against all loss, expenses, or injury to person or property. Furnish evidence to the City of Hopkinsville that public liability insurance is carried on all equipment and on all employees in the following amounts: Property - \$1,000,000 per occurrence; Personal - \$1,000,000 per occurrence; Aggregate - \$ 2,000,000 per occurrence and, Worker's Compensation - \$1,000,000 per occurrence.

Maintain this insurance coverage at all times and notify the City of Hopkinsville of any changes or additions that may occur in the Coverage.

Furnish all traffic control devices in new or in like new condition at the beginning of the work and maintain the devices in like new condition until the completion of the work.

Require employees to wear safety vests that conform to OSHA regulations on the job site at all times.

Bidders are expected to inspect the project where work is to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent that such information is reasonably attainable. In no event shall a failure

to inspect the project constitute grounds for a claim after award of contract. Any Contractor that desires to review the work involved by scheduling a visit to the project should contact the Street Division of Hopkinsville Public Works.

Equipment

All equipment must be new or less than five (5) years old and in like new condition.

Inspection

All supplies, equipment and services shall be subject to inspection or tests prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the City of Hopkinsville shall have the right to reject the items or services or require acceptable correction at the Contractor's expense.

Subcontractors

The Contractor shall notify the City of Hopkinsville of any planned use of subcontractors in regards to the resulting contract.

All payments will be made directly to the Contractor.

The Contractor shall ensure that all subcontractors comply with all applicable Federal, State, and Local laws, regulations, mandates, and terms of this solicitation and resulting contract.

Additionally, the Contractor shall not contract with any subcontractor that utilizes the services of illegal immigrants.

Cancellation of this Solicitation

This Solicitation may be cancelled at any time or for any reason, or all bids rejected, if it is determined in writing that such action is in the best interest of the City of Hopkinsville. Receipt of an offer by the City of Hopkinsville or submission of a bid to the City of Hopkinsville confers no rights upon the Offeror nor obligates the City of Hopkinsville in any manner.

RFB Evaluation Criteria

The City of Hopkinsville intends to award a contract to the Contractor, whose offer, conforming to the solicitation, is the most advantageous on the basis of "best value" for all products, services and requirements contained herein. **Award will be based on evaluation by total bid.**

Award of Contract

The City of Hopkinsville reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.

Project Scope

The successful contractor(s) will save, protect, defend, and hold harmless the City of Hopkinsville and Ft. Campbell, their officers, and agents against any suit for damages or

judgment that may be rendered in the execution of the scope of work associated with this request for bids.

The contractor(s) will be responsible for strict compliance with EPA, ANSI, OSHA, federal, state, and local regulations applicable. All prices must include compliance with the above regulations.

The contractor(s) will be responsible for the cost of and proper disposal of debris and any hazardous or special waste material. No items may be salvaged or diverted for private use.

Wages

This project is exempt from Kentucky prevailing wage or Davis-Bacon wage regulations.

Anticipated Progression of Work

The Public Works Director will review the bids and award contracts based on the best buy for the City of Hopkinsville and Ft. Campbell.

Successful bidders will be sent a contract to sign and return immediately. Unsuccessful bidders will be notified they were not selected.

Timetable for Work

The contract deadline for this project is December 31, 2020, at which time all work and documentation must be submitted to the City, unless extended.

BID FORM

2020 Pavement Markings for the City of Hopkinsville, Kentucky, including PWS for Fort Campbell Kentucky Bid Number 3120-7948-12

I have _____ personnel and the following equipment to devote to the project: _____

Conflict of Interest: _____ (List Name & Relationship)

| Roadwork | Minimum Amount CY 2020 | Not to Exceed |
|--|---------------------------|------------------|
| 4" Yellow (LF) - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | Min 200,000 LF | \$ _____ /LF |
| 4" White (LF) - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | Min 400,000 LF | \$ _____ /LF |
| 6" Yellow (LF) - Waterborne paint (Min. of 24.8 gallons/mile, glass beads min. of 6 pounds/gallon)** | n/a | \$ _____ /LF |
| 6" White (LF) - Waterborne paint (Min. of 24.8 gallons/mile, glass beads min. of 6 pounds/gallon)** | Min 5,000 LF | \$ _____ /LF |
| 12" White (LF) - Waterborne paint (Min. of 24.8 gallons/mile, glass beads min. of 6 pounds/gallon)** | n/a* | \$ _____ /LF |
| 4" Yellow (LF) Preformed Thermoplastic Lines | n/a* | \$ _____ /LF |
| 4" White (LF) Preformed Thermoplastic Lines | n/a* | \$ _____ /LF |
| 6" Yellow (LF) Preformed Thermoplastic Lines | n/a* | \$ _____ /LF |
| 6" White (LF) Preformed Thermoplastic Lines | n/a* | \$ _____ /LF |
| 12" Yellow (LF) Preformed Thermoplastic Lines | n/a* | \$ _____ /LF |
| 12" White (LF) Preformed Thermoplastic Lines | n/a* | \$ _____ /LF |
| 24" Yellow (LF) Preformed Thermoplastic Lines | n/a* | \$ _____ /LF |
| 24" White (LF) Preformed Thermoplastic Lines | n/a* | \$ _____ /LF |

| | | |
|--|------|---------------|
| Preformed Thermoplastic Turn Arrow Markings | n/a* | \$ _____/unit |
| Preformed Thermoplastic Straight Arrow Markings | n/a* | \$ _____/unit |
| Preformed Thermoplastic Straight/Turn Arrow Markings | n/a* | \$ _____/unit |
| Preformed Thermoplastic Straight/2-Turn Arrow Markings | n/a* | \$ _____/unit |
| Preformed Thermoplastic Railroad Markings | n/a* | \$ _____/unit |
| Preformed Thermoplastic Bicycle Lane Markings | n/a* | \$ _____/unit |
| Preformed Thermoplastic Letters | n/a* | \$ _____/unit |

* - No minimum amount threshold although quantities may be required per a delivery order. (Thermoplastic to be done on as need basis).

** - Or meet minimum reflectivity requirements

| Parking Lots | Minimum Amount CY 2020 | Not to Exceed |
|--|-----------------------------------|--------------------------|
| 4" White (LF) - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | Min 250,000 LF | \$ _____/LF |
| 4" Yellow (LF) - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | Min 1,500 LF | \$ _____/LF |
| 4" Blue (LF) - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | n/a* | \$ _____/LF |
| 4" Red (LF) - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | n/a* | \$ _____/LF |
| 6" White (LF) - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon) | n/a* | \$ _____/LF |
| 6" Yellow (LF) - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | n/a* | \$ _____/LF |
| 8" White (LF) - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | n/a* | \$ _____/LF |
| 8" Yellow (LF) - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | n/a* | \$ _____/LF |
| 12" White (LF) - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | Min 50 LF | \$ _____/LF |

| | | |
|---|------------|----------------|
| 12" Yellow (LF) - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | n/a* | \$ _____ /LF |
| 24" White (LF) - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | Min 125 LF | \$ _____ /LF |
| Turn Arrow Markings - Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | Min 25 | \$ _____ /unit |
| Straight Arrow Markings- Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | Min 40 | \$ _____ /unit |
| Straight/Turn Arrow Markings- Waterborne paint (Min. of 16.5 gallons/mile, glass beads min. of 6 pounds/gallon)** | n/a* | \$ _____ /unit |
| Handicap Symbols (painted White/Blue) | Min 50 LF | \$ _____ /unit |

* - No minimum amount threshold although quantities may be required per a delivery order. (Thermoplastic to be done on as need basis).

** - Or meet minimum reflectivity requirements

I have workers compensation insurance through _____ (Company Name)

I, the undersigned, do hereby certify that I am a duly authorized representative of _____ located at _____

and I have carefully examined the Bidder's Information and Requirements, Specifications, and Bid Form and agree to all terms and conditions set forth in them.

By signing this Bid Form I acknowledge my understanding contracts will be awarded based on the price per lot and proof of adequate manpower and equipment to perform the work.

Printed Name: _____ Signature: _____

Title: _____ Date: _____

Subscribed and sworn before me this _____ day of _____ 2019.

 NOTARY PUBLIC
 My Commission Expires: _____

ACKNOWLEDGEMENT OF RECEIPT OF BID PACKET

**2020 Pavement Markings for the City of Hopkinsville, Kentucky,
including PWS for Fort Campbell Kentucky
Bid Number 3120-7948-12**

CITY OF HOPKINSVILLE, KENTUCKY

I hereby acknowledge receipt of the bid packet for **2020 Pavement Markings for the City of Hopkinsville, Kentucky, Including PWS for Fort Campbell Kentucky Bid Number 3120-7948-12**. My company intends to bid on the project as specified in the packet received at or before June 25, 2019.

COMPANY NAME

AUTHORIZED SIGNATURE

PRINT NAME

DATE

Exhibit 1

PROJECT DESCRIPTION

Purpose. The City of Hopkinsville or its contractors (COH) will provide professional roadway striping services for Ft. Campbell, Kentucky (FCKY) as defined in this agreement. These services will include providing pavement markings (paint, thermoplastic and pavement marking removal) and some emergency services annually on a rotating schedule to FCKY.

Proposed Approach. The COH will provide sufficient personnel and equipment suitable to ensure the pavement markings of the FCKY are maintained.

1 SCOPE OF WORK

The scope of this work will include the pavement markings on the entirety of the Installation at FCKY as shown in **Figure 1 – Vicinity Map**.

- 1.1 Marking of Installation at FCKY - The installation, which is located in Kentucky and Tennessee, will be divided into three (3) sections and one-third (1/3) of the overall installation will be painted annually. The entire installation shall be re-painted on a three (3) year cycle. FCKY has roughly over 600 lane miles of striping (including parking lines).
 - 1.1.1 Roadway. All segments of the roadway (4" striping of edge lines, centerlines, taper lines, two way left turn lanes and all portions of the traveled way) shall be painted annually per the schedule in **Table 1**.
 - 1.1.2 Parking Lots. All segments of parking lots (4" striping of parking stalls, hatched areas, handicap markings and all portions of the parking lots) shall be painted annually per the schedule in **Table 1**.
 - 1.1.3 Thermoplastic. All segments of the roadway and parking lots (turn arrows, stop bars, crosswalks, symbols, letters and all portions of the traveled way and parking lots) shall be painted on an as need basis. On the initial year of the IGSA for each section, all thermos plastic pavement markings will be evaluated for need to perform services. A determination will be made at that time whether or not services will be performed. After the initial year of services, each section will be reevaluated on skipping a cycle (i.e. every six years). See schedule in **Table 1**.
 - 1.1.4 ARCGIS. All striping and thermos (even thermo deemed currently suitable and not in need of freshening) within this agreement shall be inventoried in an ARCGIS file. COH shall provide an updated copy of this file at the end of each striping season. Up to date aerial images for FCKY shall be provided by FCKY to the COH to aid in this effort.
 - 1.1.5 Compliance with Regulations. All markings will comply and be in accordance with the Manual on Uniform Traffic Control Devices and Kentucky Transportation Cabinet (KYTC) standard specifications (sections 112, 713, 837, 839 and 842).

2 PROJECT METHODS

2.1 Project Coordination

- 2.1.1 Prior to the commencement of any work at FCKY, the specific scope of work will be discussed and agreed upon by both parties. Areas will be mapped, any road

closures will be coordinated, residential and business users will be notified.

2.1.2 The work will be considered complete upon inspection of the work area and agreement by both parties the work has been satisfactorily completed.

2.2 Pavements markings will be painted on surfaces using approved KYTC materials, methods, and accordance with product manufacturer's specifications.

2.3 Pavement markings will be painted per the schedule in **Table 1**.

2.4 The COH will utilize various types of equipment and industry-standard techniques and materials to maintain pavement markings.

3 HOURS OF OPERATION

3.1 Normal installation operating hours are 8:00 AM to 4:30 PM Monday through Friday except Federal holidays or when the installation is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The COH is not required to confine services to these hours. Certain restrictions apply to designated Physical Training (PT) running routes on Fort Campbell during Physical Training hours (0630 – 0800 hrs). COH must coordinate a day in advance with the IGSATR to work on weekends and holidays. (Coordination is required to ensure facilities where COH wants to work are available (i.e. Ammo Supply Point). Areas which are unavailable will not be grounds for an extension of period of performance for that cycle). COH shall include in their request the exact locations where the crew will be working. Upon approval, the COH may work the weekend or holiday at no additional cost to the Government. As stated in Section 5 of this PWS, all work schedules will be coordinated and approved through FCKY before work starts.

4 TRAFFIC CONTROL

4.1 Contractor is responsible for ALL temporary traffic control (including but not limited to signage, flagmen, safety drums, cones, grabber tubes, temporary traffic electric signals and warning devices) as required by all applicable regulatory guidance (including but not limited to the Manual of Uniform Traffic Control Devices (MUTCD) Part 6, AR 385-1, OSHA, etc.). The Contractor is required to evaluate the delivery order and provide a temporary traffic control plan 7 days prior to the commencement of work. The temporary traffic control plan shall comply with MUTCD and ensure the safety of the public and construction workers. Said control plan shall be submitted to the government for review before implementation of the plan. The contractor will implement the plan only once it has been approved. The plan shall be deemed acceptable if it meets the requirements of this section, and government approval. Establishment of the Temporary Traffic Control plan and the implementation of the plan is incidental to the delivery order and shall be completed at no additional cost to the government.

5 PROJECT SCHEDULE AND COORDINATION

5.1 The Installation, depicted in **Figure 1 – Vicinity Map**, will be re-stripped according to the FCKY schedule. FCKY will provide COH with maps of roads and parking lots to be restriped per each section of FCKY striping. The recommended pavement marking schedules are provided in **Table 1**.

Table 1 - Striping Schedule

| Area | Description | Striping (YR) | Thermo |
|-------------|--------------------|----------------------|---|
| 1 | North Third (1/3) | 3, 6, 9 | As need basis, then every six (6) years |
| 2 | Middle Third (2/3) | 1, 4, 7, 10 | As need basis, then every six (6) years |
| 3 | South Third (3/3) | 2, 5, 8 | As need basis, then every six (6) years |

5.2 Period of Performance. The contract will provide a period of performance from 1 May (year) to 30 September (year). Specific work schedule will be coordinated between the COH and FCKY before work starts. Once the schedule is finalized, a Notice to Proceed will be issued to the COH to begin work.

5.3 Due to Mission priorities taking precedence over this work, scheduling and coordination with the Government must be done to ensure there is no conflict with the mission. This may lead to the potential for non-normal work hours. The IGSATR shall be notified of any incidents or issues that may affect the work schedule or contract. On critical issues, oral notification should be made immediately, followed by written notification as soon as practical. The COH's daily work schedule shall be confined to Monday through Friday except federal holidays. An expansion of these hours is possible if previously approved by the IGSATR at least 24 hours in advance.

6 PERSONNEL

The COH is fully staffed and trained to provide the scope of work. For this task the COH will have:

6.1 Program Manager (PM): COH shall designate an on-site Program Manager who shall make decisions regarding normal operations relating to this agreement. The Program Manager will be a competent and experienced individual who is familiar with the FCKY Installation, the scope of work required to maintain each project area, and is qualified to operate on FCKY Installation. The Program Manager shall be available by being stationed on the premises of the installation during normal duty hours (Monday – Friday 8:00 AM – 4:30 PM Central Time Zone). The Program Manager shall be equipped with government-capable communication devices and have email capability to facilitate rapid communications with the Government. COH shall designate an Alternate Program Manager who shall be authorized to act on behalf of COH in the absence of the Program Manager. COH shall provide the names and telephone numbers and/or cellular numbers for the Program Manager and Alternate Program Manager, in writing, to the IGSAM prior to commencement of services under this agreement. COH shall verbally notify the IGSAM and IGSATR of changes as they occur and provide written notification within one (1) working day following the effective date of the change. The Program Manager shall be a separate person from the Quality Control person.

6.2 Crew. Crews will be fully qualified on all equipment required for the project. The COH shall be responsible for ensuring all personnel performing work under this Agreement possess and maintain specified qualifications during the execution of this Agreement.

6.2.1 COH personnel performing work under this Agreement shall be able to read, write, speak, and understand the English language to effectively carry out all Agreement requirements. They shall have a command of both the written and spoken English language to properly clearly, and effectively communicate in person or via electronic devices (telephone or Email) with co- workers, customers, and the general public.

6.2.2 COH personnel performing work under this Agreement shall be U.S. citizens unless the provisions of Army Regulation 25-2, Information Assurance have been fully completed and approval has been granted by the Government for the non-U.S. citizen to perform the required support.

- 6.2.3 COH Vehicle and Equipment Operator Certifications and Licenses: IAW Department of Defense Directive (DODD) 4500.36-R, COH personnel shall comply with licensing requirements of the state and local motor vehicle laws. The COH shall document all operator qualifications and provide this documentation to the IGSATR before any COH employee engages in any mode of equipment operation. The IGSATR shall verify that all COH equipment operators' certifications to operate equipment are accurate.
 - 6.2.4 All vehicles and equipment are to be inspected, and maintained in operating order, per EM385-1-1.
 - 6.2.5 Safe Operating Vehicles: The IGSATR is authorized to inspect COH's work vehicles at any time to ensure they are in a safe operating condition.
 - 6.2.6 Fire Extinguishers: Fire Extinguishers are to be mounted in COH's vehicles while working on this IGSA.
- 6.3 Employee Conduct: COH personnel 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 substances. It is essential that all COH personnel meet the highest standards of professionalism and personal integrity. As a minimum, personnel shall comply with the following guidelines while performing work under this agreement:
- 6.3.1 Clothing: It is essential that all COH personnel meet the highest standards of professionalism and personal integrity. The COH shall ensure their personnel do not perform work under the influence of alcohol, marijuana, illegal prescribed drugs or any other incapacitating agents.
 - 6.3.2 Personal Protective Equipment (PPE): COH shall provide all PPE required for performance under this agreement. COH shall ensure employees possess and have had required training in the use of and wear all PPE as required by OSHA standards. Issue of and training on PPE shall be documented IAW OSHA requirements. COH shall ensure employees utilize protective equipment, in compliance with EM385-1-1, while working to include at a minimum: high-visibility/reflective shirts (with short sleeves at a minimum, i.e. no cut-off shirt sleeves) with COH/company Logo clearly legible, hardhats, and safety boots. Shirts to be replaced when Logo is unserviceable and/or unreadable.
 - 6.3.3 Interference: COH personnel shall not interfere with Government activities.
 - 6.3.4 Weapons: COH personnel shall not transport, possess, or use privately owned weapons on the Installation, including all forms of firearms, bow and arrow, switchblade or automatic blade knives, knives with blades in excess of three inches, ammunition and pyrotechnics, fireworks, bludgeons, brass knuckles, shooting pens or similar devices. State permits for weapons or concealed weapons are invalid on the Installation.
- 6.4 Identification of COH Employees: All Agreement personnel attending meetings and working in situations, where their COH status is not obvious to third parties, are required to identify themselves as such, to avoid creating an impression in the minds of members of the public

that they are Government officials. They must also ensure that all documents or reports produced by the COH are suitably marked as COH products or that COH participation is appropriately disclosed.

- 6.5 Access and general protection/security policy and procedures. The COH and all associated sub-contractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. The COH workforce shall comply with all personal identity verification requirements Federal Acquisition Regulation (FAR) clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by Department of Defense (DoD), Headquarters, Department of the Army (HQDA) and/or local policy. In addition to the changes otherwise authorized by the changes clause of this IGSA, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in COH security matters or processes.

The COH and all associated sub-contractor employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), in accordance with (IAW) status of forces agreements and other theater regulations.

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

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

| | |
|--------------------------------|-------------------------|
| COH | RAPIDGate or 1-Day Pass |
| Sub-Contractors | RAPIDGate or 1-Day Pass |
| Vendors | RAPIDGate or 1-Day Pass |
| Suppliers | RAPIDGate or 1-Day Pass |
| Service Providers | RAPIDGate or 1-Day Pass |
| Visitors (Case-by-Case Basis): | 1-Day Pass |
| Privatized Business Partners: | Air Assault Card |

(The following are Privatized Business Partners: IHG, Campbell Crossing, and University/College faculty, Fort Campbell Credit Union, Bank of America and Home Health Care)

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

- 6.7.1 Initial issuance of a CAC requires the completion of a Federal Bureau of Investigation (FBI) fingerprint check with favorable results and the successful

submission of a National Agency Check with Inquiries (NACI) (equivalent or higher) background investigation to the Army's investigative service provider, the U.S. Office of Personnel Management (OPM), via the U.S. Army Personnel Security Investigation Center of Excellence.

- i To process the NACI, a Background Investigation Worksheet, (FC FM 255), and proof of citizenship is required. The following are the only documents allowed for citizenship verification: birth certificate, certificate of citizenship-INS, certificate of naturalization, certification of birth-Form DS-1350, certification of birth-Form FS-545, passport and the report of birth abroad-Form FS-240.
- ii The IGSATR is responsible for completion and submission of the "Initiation Packet" consisting of each individual's completed FC FM 255 and citizenship documentation.
- iii The IGSATR submits the completed packet to the DPTMS Security & Intelligence Division (SID) for review. Following review by the SID, the IGSATR will be contacted by the SID to have the individual make an appointment for fingerprinting. At the appointment, the SID representative will verify the information provided by the individual, take and submit digital fingerprints, and explain the remaining process.

6.7.2 After the contractor's appointment with SID, Fort Campbell Installation Access Control will issue the individual a 30 day installation pass to allow for processing of the NACI background investigation. The NCIC III must be favorable prior to issuance of the 30 day pass.

6.8 Contractor personnel who are ineligible for a Common Access card (CAC) will be required to either obtain daily visitors pass or participate in the RAPIDGate Program. RAPIDGate is a voluntary program due to associated costs.

RAPIDGate Credential Holders

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

Non-RAPIDGate Credential Holders

Vendors, suppliers, contractors, sub-contractors and service providers operating small to medium single rear axle privately owned passenger type vehicles may obtain a one day pass at the Gate 4 or Gate 7 Visitor Control Center. Hours of operation are 0500-2100, seven (7) days a week. Personnel operating the abovementioned vehicles may use the one (1) day pass for access at any ACP. All occupants of the vehicle must have either a one (1) day pass or an installation approved DoD issued identification card. All visitors and contractors will be vetted with an NCIC III check.

Vendors, suppliers, contractors, sub-contractors and service providers operating commercial vehicles or towing trailers of any type may obtain a one (1) day pass at the Gate 7 Commercial Vehicle Inspection checkpoint. The Gate 7 Commercial Vehicle Inspection checkpoint is operational 24 hours a day, seven (7) days a week. Personnel operating the abovementioned vehicles may only enter the installation at the Gate 7 Commercial Vehicle Inspection checkpoint. All occupants of the vehicle must have either a one (1) day pass or an installation approved DoD issued identification card.

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

- 6.9 iWATCH Training. The COH and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Training Officer (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 IGSATR. This training shall be completed within 30 calendar days of IGSA award and within 30 calendar days of new employees commencing performance with the results reported to the IGSATR NLT 30 calendar days after IGSA award.
- 6.10 Eligibility Verification for Employment. E-Verify is an Internet-based system that compares information from an employee's Form I-9, Employment Eligibility Verification, to data from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. The U.S. Department of Homeland Security is working to stop unauthorized employment. By using E-Verify to determine the employment eligibility of their employees, companies become part of the solution in addressing this problem. All U.S. employers must complete and retain a Form I-9 for each individual they hire for employment in the United States. This includes citizens and noncitizens. On the form, the employer must examine the employment eligibility and identity document(s) an employee presents to determine whether the document(s) reasonably appear to be genuine and relate to the individual and record the document information on the Form I-9. The list of acceptable documents can be found on the last page of the form. E-Verify is mandatory for employers with federal agreements that contain the Federal Acquisition Regulation E-Verify clause.
- 6.11 Anti-Terrorism (AT) Level I Training. Pursuant to DoD Instruction 2000.16, DoD Antiterrorism (AT) Standards, dated October 2, 2006, each COH employee requiring access to a federally controlled installation, facility and/or federally controlled information systems shall complete AT Level I awareness training on an annual basis and receive a certificate of completion. The training is accessible from any computer, and is available at <http://jko.jten.mil/>, see "Special Instructions" below. The COH is responsible for ensuring that all employees have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of certificates of completion to the IGSATR prior to access to a federally-controlled installation.

6.11.1 Special Instructions:

- i Use a search engine such as GOOGLE, and search for "Joint Knowledge Online" or "JKO" to begin the process. The browser address should look like <http://jko.jten.mil> . Once at the website follow the below instructions:
- ii Clicks:
- iii Select "No DoD CAC"
- iv Then choose "I am a US mil, government civil servant, or contract employee"

- v Click on “I’ve been directed to take required training on JKO”
- vi Click on “Courses”
- vii Select “I do not have a .MIL, .GOV, or .NDU.EDU address or I am a Multi-National Student”
- viii Fill out the contact sheet and email to sponsor (This is the IGSATR)
- ix Sponsor will email to the JKO help desk. (This is the IGSATR) Approval process.

- 6.11.2 Help desk sends non-CAC user an email with User ID
- 6.11.3 Help desk will send a separate email with an electronic token to register a new password (token is good for 24 hours)
- 6.11.4 New User follows the instructions in the email and enters a new password
- 6.11.5 User will need to enroll in Course # JS-US007-14 (User has up to 30 days to complete the course)
- 6.11.6 In the event that the automated system at <http://jko.jten.mil/> 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 installation Antiterrorism Officer or (installation security equivalent) and the resultant name(s) of approved instructors shall be provided the IGSATR along with all associated cost or schedule impacts to the Agreement.

6.12 Installation Physical Security:

- 6.12.1 Access and General Protection/Security Policy and Procedures. The COH 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 a Government representative). The COH workforce must comply with all personal identity verification requirements as directed by DOD, Headquarters Department of the Army (HQDA), and/or local policy. In addition to the changes otherwise authorized by the changes clause of this agreement, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in COH security matters or processes.
- 6.12.2 A check of records through the National Crime Information Center (NCIC) Interstate Identification Index (III) is the Army minimum baseline background check for entrance onto Army installations for non-CAC (Common Access Cards) holders to include entrance of visitors. The COH will identity-proof all employees using e-verify and ensure that no illegal immigrants are employed under the umbrella of this Agreement.

- 6.13 Installation Operations Security (OPSEC)
- 6.13.1 In accordance with AR 530-1, Operations Security (OPSEC), dated 26 September 2014, and DoDM 5205.02-M, DoD Operations Security (OPSEC) Program Manual, dated 03 November 2008, COH personnel shall receive initial OPSEC Level I training which consists of initial and continual awareness training. Within the first 30 days of arrival on Fort Campbell. COH personnel shall receive initial OPSEC training at the Defense Security Services website at:
<http://cdsetrain.dtic.mil/opsec/index.htm>
- 6.13.2 The COH shall ensure all applicable employees have completed OPSEC initial training and annual refresher training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the IGSATR within 30 days of arrival on post.
- 6.14 Legal Compliance: Government rules, regulations, laws, directives and requirements, in place or issued during the performance period, shall apply to all COH/Contract personnel. Violation(s) by COH/Contract personnel shall be grounds for removal from the work site and/or denial of Installation access.
- 6.15 Search and Seizure: COH personnel and property are subject to search and seizure, at any time while on the Installation, IAW, AR 190-22, paragraph 2-2, and AR 27-10.
- 6.16 Photography is prohibited on the Installation without prior authorization of the Directorate of Emergency Services (DES).
- 6.17 Emergency Medical Services: Medical services for COH/contractor personnel are the responsibility of the COH. However, the Government will provide, on an emergency basis, medical services for job-related injuries while an employee is performing under this agreement on a reimbursable basis. Emergency medical care is available to the COH employees at Blanchfield Army Community Hospital (BACH). For emergency ambulance service, call 911 (Cell phone users call (270) 798-1221/1224). Charges for medical care will be at the prevailing rate and at COH's expense. COH shall have competent personnel trained and capable of dealing with minor personnel injuries.
- 6.18 Personnel Orientation: COH shall orient personnel prior to commencement of work. This orientation shall include, as a minimum, the following:
- 6.18.1 Scope of work and its relation to individual functional areas
 - 6.18.2 COH's Operational Plans and procedures
 - 6.18.3 Installation layout, including COH facilities
 - 6.18.4 COH's Safety Plan
 - 6.18.5 COH's Environmental Management Plan
 - 6.18.6 COH's Spill Contingency Plan

- 6.18.7 Emergency notification procedures
- 6.18.8 COH's standards of conduct
- 6.18.9 Applicable Installation regulations and directives
- 6.18.10 COH's Security Plan
- 6.18.11 Conflicts of interest
- 6.18.12 Ethics, sexual harassment and EEO issues
- 6.18.13 Installation smoking, weapons, and photography policy

7 INSPECTION

7.1 Intergovernmental Support Agreement Technical Representative (IGSATR): FCKY will designate, in writing, an IGSATR. The IGSATR will have authority to take certain actions specifically provided and within the limitations prescribed in the designation. A copy of the designation will be furnished to the CHO. In no event will the IGSATR, by virtue only of his/her designation as such, empowered to execute or agree to any IGSA modification thereof. The FCKY will retain the ultimate responsibility for the administration of the IGSA. Any discrepancy resulting from coordination with or advisement from the IGSATR shall be addressed, in writing, to the FCKY. The IGSATR monitors all technical aspects of the IGSA and assists in agreement administration. The IGSATR is authorized to perform the following functions: Assures that COH performs the technical requirements of the IGSA; performs inspections necessary in connection with IGSA performance; maintains written and oral communications with the COH concerning technical aspects of the IGSA; issues written interpretations of technical requirements, including government drawings, designs, specifications; monitors COH performance and notifies both the FCKY and COH of any deficiencies; coordinates availability of government furnished property, and provides site entry of COH personnel.

8 EQUIPMENT

8.1 The COH shall provide equipment to perform the required striping functions, including all safety equipment, e.i., roadway closure markers and barricades, to adequately delineate the work areas as necessary.

9 COMMUNICATIONS

9.1 Personnel. Personnel will have communications equipment and be able to communicate with IGSATR while working on FCKY.

10 DELIVERY ORDER SERVICES

10.1 Fees. COH will provide pavement marking services for areas of FCKY within this scope, per the BID FORM included in 2020 Pavement Markings for the City of Hopkinsville, Kentucky, Including PWS for Fort Campbell Kentucky.

11 SPECIFICATIONS

Specifications for the materials and work are in MUTCD and Kentucky Transportation Cabinet (KYTC) standard specifications (sections 112, 713, 837, 839 and 842).

12

QUALITY CONTROL / QUALITY ASSURANCE

To ensure work outlined in this Agreement is performed and completed per the standards in **Section 10**, quality control and quality assurance personnel and procedures will be implemented.

12.1 Fort Campbell will designate a QA representative (IGSATR) for IGSA striping and pavement markings.

12.2 COH will designate a QA representative (IGSATR) for IGSA striping and pavement markings.

12.3 QC and QA procedures

12.3.1 QC and QA representatives serve as the single points of contact for Fort Campbell and the COH during the task.

12.3.2 QC and QA representatives will provide oversight of site conditions and workmanship at all times during the task.

12.4 The COH shall keep the work area clean of all debris on a daily basis or more often as required. The COH shall dispose of wastes at the end of each work day and under no circumstances allow them to accumulate.

13 ACRONYMS

| | |
|--------|--|
| ANSI | American National Standards Institute |
| AR | Army Regulation |
| CAC | Common Access Card |
| CFR | Code of Federal Regulations |
| COH | City of Hopkinsville |
| DA | Department of the Army |
| DPW | Directorate of Public Works Division |
| FCKY | Fort Campbell Kentucky |
| IGSAM | Intergovernmental Support Agreement Manager |
| IGSATR | Intergovernmental Support Agreement Technical Representative |
| N/A | Not Applicable |
| OSHA | Occupational Safety and Health Administration |
| POC | Point of Contact |
| POV | Privately Owned Vehicle |
| PPE | Personal Protective Equipment |
| PRS | Performance Requirements Summary |
| PWS | Performance Work Statement |
| QA | Quality Assurance |
| QAP | Quality Assurance Program |
| QC | Quality Control |
| QCP | Quality Control Program |
| TE | Technical Exhibit |