

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W50S7K21R0004	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 15-Dec-2020	PAGE OF PAGES 1 OF 77
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY USPFO MS CRTC MISSION SPT CONTRACTING 4715 HEWES AVE BLDG 146 GULFPORT MS 39507-4324	CODE W50S7K	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7
TEL:	FAX:	TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME MSGT BRIAN DAVIS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 228-214-6072
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

ADAL Aircraft and Structural Burn Props- PWS
 Project Title: Hanger Fire Supporession Upgrade, at MS ANG CRTC-Gulfport, MS
 Project# JTV E 202708
 SOLICITATION: W50S7K-20-R-0004
 LOCATION: MS ANG CRTC, MS (Gulfport, MS 39507)
 Period of Performance: 120 days ANP
 1)Set-aside: This requirement will be 100% Set-Aside for Small Business
 2) Small Business Size Standard: \$39.5 million
 3) NAICS Code: 236220 - Commercial and Institutional Building Construction
 4) Project Magnitude: betw een \$25,000 and \$100,000
 5)Submit Proposals no later than: 15 Jan 2021, @ 11:00am CST

11. The Contractor shall begin performance w ithin 10 calendar days and complete it w ithin 120 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. *(See _____ .)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the w ork required are due at the place specified in Item 8 by _____ *(hour)* local time _____ *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) w ork requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due w ill not be considered and w ill be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)***ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA BY

31C. AWARD DATE

**STATEMENT of WORK
FOR**

JTVE FY20

Repair Fire Suppression Bldg. 75 Hangar

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Bldg 75 Fire Suppression Upgrade FFP Provide all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, to perform compliance repairs and upgrades to building 75 hanger fire suppression system, as defined in the attached Statement of Work (SOW). FOB: Destination PSC CD: J045		Job		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	120 dys. ANP		ANG CRT/CBCE JUSTIN REYNOLDS 4715 HEWES AVE, BLDG 132 GULFPORT MS 39507-4324 228-214-6112 FOB: Destination	F6Z3CE

**STATEMENT of WORK
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Repair Fire Suppression Bldg. 75 Hangar

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTIONS TO OFFERORS

INSTRUCTIONS TO OFFERORS

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SECTION 00100 – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

SECTION 00600 – REPRESENTATIONS & CERTIFICATIONS

SECTION 00700 – CONTRACT CLAUSES

SECTION 00800 – SOW / SPECIAL CONTRACT REQUIREMENTS

Section 00010 NOTES

NOTES

1. Instructions for the preparation of proposals are located in Sections 00100, 00110 and 00120.
2. Facsimile transmission of Proposals is not authorized. Electronic submission of Proposals will be accepted.
3. **Reference DFARS Provision 252.236-7008, Contract Prices – Bidding Schedules. The term “Bidding Schedule” shall also be construed to mean “Offer Schedule” or “Schedule”. The terms “bid” and “offer”, and “bidder” and “offeror” shall be construed as having the same meaning in this solicitation and resulting contract.**

INSTRUCTIONS TO OFFERORS

Section 00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. SCOPE

- 1.1. You are invited to submit a proposal in response to our Request for Proposal **W50S7K-20-R-0003** for **Hanger bldg. 75 Fire Suppression Upgrade, MS ANG CRTC, Gulfport, MS 39507**. As a result of this solicitation, the Government intends to award a single Firm Fixed Price (FFP) contract to the responsible offeror whose proposal represents the best value after evaluation in accordance with the Factors and Sub-Factors in the solicitation.
- 1.2. This solicitation is **set-aside 100% for small businesses**.

2. NOTICE OF PRE-PROPOSAL CONFERENCE

2.1. A pre-proposal conference / site visit will be conducted on **05 JANUARY 2021 at 9:00 AM CST**, local time for the purposes of briefing on the proposal requirements and answering questions regarding this solicitation. This conference will be held **at 4715 Hewes Ave, Gulfport, MS 39507., Bldg. 75 Hanger, MS ANG CRTC, MS**. Interested Contractors are **Highly Encouraged** to attend the pre-proposal conference. The site visit will be held following the conference.

2.2 Due to COVID-19 and in accordance with HPCON Delta procedures, all interested parties are required to bring their own facial mask. This mask will be worn when during the conference and subsequent site visit. THE CRTC **WILL NOT** provide masks, all contractors must supply their own. Additionally, each party attending the site visit will have a temperature scan before being admitted to the installation.

2.3. Due to security conditions, all offerors must register to attend this conference and site visit. Alpena CRTC “CRTC Access Authorization” must be completed and received by **SSgt Justin Reynolds /MSgt Brian Davis** 2 business days prior to the Scheduled Site Visit. Please see the Solicitation Attachments within beta.sam.gov OR email the POC’s below to retrieve the “CRTC Access Authorization.”

Site Visit - Points of Contact (POC)

SSgt Justin Reynolds / MSgt Brian Davis

Address: justin.reynolds.10@us.af.mil / brian.davis.18@us.af.mil

Telephone: (228) 214-6112/ (228) 214-6072

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2.4. This information must be provided in advance, **not later than 2 business days prior to the meeting**, in order to ensure access to the military base and conference site and ensure adequate seating for the conference attendees. Even if you have access to the base you must register to ensure adequate seating. The furnishing of the above information is voluntary; however, your failure to furnish all or part of the requested information may result in the Government's denial of your access to the pre-proposal conference. This information will be provided to the Base Security Forces who will authorize your entrance to the site.

2.5. You may be required to present the following information upon arrival: (1) Vehicle Registration, (2) Valid Driver's License, (3) Proof of Insurance for Vehicle, and/or (4) Safety Inspection and Car Rental agreement if applicable. Any of the above information furnished by you is protected under the Privacy Act and shall not be released unless permitted by law and/or you have consented to such.

2.6. Information provided at this conference or site visit shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

2.7. A record of the conference shall be made and furnished to all prospective offerors via posting to: [Beta.sam.gov](https://beta.sam.gov). The record will include minutes of the meeting, including questions (on a non-attribution basis) and answers.

3. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS

3.1. Submit all questions via email to the contracting office at the address shown below. **Do NOT contact the A-E Firm or Engineering personnel directly. Doing so will only delay the response to your question.**

Subject Line: Reference No. **W50S7K-21-R-0003 – Bldg. 75 Fire Suppression Upgrade–MS ANG CRTC**
Email: _____

INQUIRIES SHALL BE SUBMITTED VIA EMAIL AND INCLUDE THE FOLLOWING INFORMATION:

Date of Proposal Inquiry:

From: _____

Company Name: _____

Phone Number: _____

Email address: _____

Proposal Inquiry: Be specific as to part of solicitation you are questioning.

3.2. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, or proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offer.

3.3. The Contracting Officer reserves the right to address questions received after the fifth day prior to solicitation closing with those offers deemed compliant and/or in the competitive range after closing. **All questions and requests for information (RFI) must be received NOT LATER THAN the fourth working day prior to closing and will be posted not later than two working days prior to closing.** OFFERORS ARE STRONGLY ENCOURAGED TO SUBMIT QUESTIONS EARLY IN THIS PROCESS.

3.4. Any interpretations made will be in the form of an amendment of the solicitation, drawings, specifications, etc., and will be furnished to all prospective offerors via posting to beta.sam.gov.

3.4.2. For security reasons, all technical and engineering data related to this solicitation will be distributed using The <https://Beta.Sam.Gov> Contracting Opportunities (formerly www.fbo.gov) system. Beta.Sam.Gov is a web-based dissemination tool designed to safeguard acquisition-related information for all Federal agencies. Interested

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bidders/offerors must register with Entity Registration before accessing the system. Registration instructions can be found on the beta.sam.gov website, Entity registration at <https://Beta.Sam.Gov>, then click the link for www.sam.gov (Please note the registration for access to the secure site takes approximately 15 business days, so plan accordingly.)

4. AMENDMENTS

4.1. The right is reserved, as the interest of the Government may require, to revise or amend, the specifications or drawings or both prior to and/or after the date set for receipt of proposals as necessary. Such amendments, if any, will be announced by an amendment or amendments to this Request for Proposal. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). All information relating to this RFP, including pertinent changes/amendments and information prior to the date set for receipt of proposals will be posted at beta.sam.gov.

4.2. Offerors are strongly cautioned to check this site frequently and to “refresh” their web page to ensure they have the latest information. Note: Historically, local “plan rooms” do not disseminate amendments to solicitations in a timely manner.

5. HAND CARRIED/MAILED PROPOSALS – EMAILED PROPOSALS

5.1. Hand carried and mailed proposals must be submitted to the following location:

MS ANG CRTCLGC
4715 Hewes Ave, Bldg. 146
Gulfport, MS 39507

5.2. Hand carried and mailed proposals must be received prior to the day/time established for receipt of proposals, and labeled **W50S7K-21-R-0003 – Bldg. 75 Fire Suppression Upgrade–MS ANG CRTCLGC**.

5.3. Offerors are cautioned that approval to enter the base must be obtained prior to the closing date for receipt of proposals. **Follow the procedures outlined above in paragraph 2 for entry.** Delays are probable at the entry point and should be accounted for. Late receipt of proposals due to base entry delays may not be deemed excusable and the Contracting Officer may declare the proposal late and remove it from consideration.

5.4 Proposals may be E-Mailed and must be received prior to the day/time established for receipt of proposals. This is the PREFERRED method of proposal delivery. E-Mailed proposals must be emailed to BOTH of the following addresses:

a) brian.daivs.18@us.af.mil

Please be sure the email subject line references the Solicitation # and Title. **W50S7K-21-R-0003 – Bldg. 75 Fire Suppression Upgrade–MS ANG CRTCLGC**

5.5 A complete RFQ package must contain the following:

- Offer, Standard Form (SF) 1442 front and back signed
- Line Items- all items must be priced (even if \$0.00)
- Representations and Certifications, completed and return only additional certifications found in this section. In addition, the offeror must have entered current and complete data within the past year in Online Representations and Certifications at beta.sam.gov.
- Representation of FAR Clause 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- When completing the “Offeror” portion of the SF 1442 (Blocks 14 – 20), an official having the authority to contractually bind the company must sign the SF 1442 in accordance with FAR 4.102. Prior to award, one copy of the SF1442 is required to have an original signature, digital signature is acceptable.
- All amendments to the solicitation must be acknowledged.
- Bid Guarantee in accordance with FAR Clause 52.228-1.

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• Mark the front of the envelope with the following: “RFQ No. **W50S7K-21-R-0003 – Bldg. 75 Fire Suppression Upgrade–MS ANG CRTC**”, and the Name and Address of Bidder. See Block 13A of SF 1442 for required number of copies.

6. BID BONDS – Bid Guarantee is required when Payment and Performance Bonds are required. See Clause 52.228-1.

6.1. **Payment protections** are required when actual contract value exceeds \$35,000 but less than \$150,000. See Clause 52.228-13.

6.2. Payment and Performance Bonds are required when actual contract value exceeds \$150,000. See Clause 52.228-15.

7. WAGE DETERMINATION

7.1. The Construction Wage Rate Requirements, formerly known as Davis Bacon Wage Rates, are applicable to this project. Current prevailing wage determination(s) at time of issuance of solicitation are **MS20200050 03/13/2020**

MOD1 for Harrison County, Mississippi. (39565). In the event the current prevailing Wage Determination is changed by the Department of Labor prior to the closing date of the solicitation, the most current wage determination is in effect. Should the wage rate change after closing, but prior to award, the updated Wage Determination will be incorporated by amendment and issued to all offerors that have not been eliminated from the competition. If applicable, these offerors/contractors will be given a reasonable opportunity to provide revised proposals solely to amend proposals due to Wage Determination changes. If the wage determination modification does not change any affected wage rates, then the provisions of FAR 22.404-5(c)(4) will apply.

7.2. Applicable wage rates can be found at <https://beta.sam.gov> **Wage Determination On-Line Link**

8. PROPOSAL EXPENSES AND PRE-CONTRACT COSTS

This RF does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract.

9. REMOVAL OF SECTIONS AT TIME OF AWARD

Sections 00100, 00110, 00120, 00600 and all exhibits will be physically removed as a result of an award, but will be deemed to be incorporated by reference in that award.

10. DISPOSITION OF UNSUCCESSFUL OFFERS

In compliance with FAR Subpart 4.8, the Government will retain one copy of all unsuccessful offers. The Government will destroy extra copies of unsuccessful offers. No destruction certificate will be provided.

11. INFORMATION REGARDING AVAILABILITY OF UTILITY SERVICES

The Contracting Officer has determined that Government-operated utilities are adequate and will be furnished to the contractor without charge where existing outlets are available. The contractor is responsible for installing temporary service outlets, as necessary, at its expense in accordance with the clause entitled “Availability and Use of Utility Services” (FAR Clause 52.236-14). The following utilities will be available; **Water, Electricity**.

12. EXCEPTIONS

If the offeror takes exception to any of the requirements specified in this solicitation, the offeror shall clearly identify

each such exception and include a complete explanation of why the exception was taken and what benefit accrues to the Government. All exceptions to the solicitation requirements (Sections 00010 through 01000) and supporting rationale shall be included in an addendum to the proposal and clearly labeled "Exceptions". An addendum is only required if the offeror takes exception to any requirement in the solicitation. (The Addendum does not have a page limitation, but shall only include information relevant to exceptions taken to the solicitation requirements.) The Government will assume an offeror takes no exceptions to any solicitation requirement if the offeror does not submit an Addendum identifying exceptions. Offerors are advised that solicitation requirements are not necessarily negotiable and such exceptions may render an offeror's proposal unacceptable and ineligible for award.

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13. CLAUSES

13.1. Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

13.2. Clauses and provisions in this document may not appear in consecutive order.

14. OFFERORS QUALIFICATIONS:

14.1 To establish its responsibility, the apparent low bidder/offeror may be requested by the Government prior to award, to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial and bonding resources and plant available to be used in performing the work. This action may be requested to determine if the contractor is responsible.

15. BRAND NAME REQUIREMENTS

N/A

16. JOINT VENTURE REQUIREMENTS

Parties wishing to propose as a joint venture must submit, with the Pro Forma documents, an executed copy of the joint venture agreement. The joint venture agreement shall be executed in accordance with FAR 4.102(d). Each joint venture partner shall submit evidence satisfactory to the Contracting Officer that its Board of Directors has approved its participation in the joint venture or by an instrument of similarly binding character in the case of an unincorporated entity. Offerors are reminded that to obtain an award the awardee, to include a joint venture, must be registered in the System for Award Management (SAM) database. Applicable to set-aside solicitations: Joint Ventures must meet applicable size standards (See FAR Subpart 19.1).

Submit with the proposal any size determination for the Joint Venture entity received from the Small Business Administration. A Joint Venture where-in one party is not a small business may be referred to the Small Business Administration (IAW FAR 19.302 (b)) to determine eligibility. All questions regarding Joint Ventures must be directed to the Small Business Administration (SBA) and not the Contracting Officer.

End of Section 00100

SECTION 00110 SUBMISSION REQUIREMENTS AND INSTRUCTIONS

1. PROPOSAL PREPARATION INSTRUCTIONS

1.1. These instructions prescribe the format of proposals, and describe the approach for the development and presentation of the proposal data. They are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section prior to commencing proposal preparation. All solicitation amendments must be acknowledged in accordance with Section 00100.

1.2. Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal, at the time of proposal submission, may result in the proposal being unacceptable to the Government and eliminated from consideration for award.

2. PROPOSAL CONTENT

2.1 Prospective offerors shall submit the proposal in two separate sections.

Section 1:

Part 1-Introductory Page/(SF) 1442

Part 2-Price Proposal

Section 2:

Part 1-Technical Solution

Part 2-Past Performance

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3. SECTION 1

3.1 Provide an introductory page to include CAGE Code, DUNS Number, Tax Identification Number (TIN), points of contact, authorized negotiators, contact phone, facsimile numbers, and email addresses.

3.2 Offer and Section 00010 – Complete in its entirety the “Offeror” portion of the Standard Form (SF) 1442. An official having the authority to contractually bind your company must sign the SF 1442 in accordance with FAR 4.102.

3.3 Offeror shall provide all price/cost information necessary to provide a meaningful basis for Government's analysis and evaluation of price/cost for the project.

4. SECTION 2

4.1 The **Technical Solution** consists of five factors:

4.1.1 Construction Schedule/Work Plan: Provide a construction schedule/ work plan with a period of performance (POP) not to exceed 90 days after NTP, with all “Fast Tracking” areas clearly identified if proposed. (Use 20 June 2020 for proposal schedule NTP). The schedule/work plan shall be task oriented, capturing all Statement of Work (SOW) requirements and indicate dates by which milestones are to be achieved. The offeror shall use either the **AF Form 3064** or a critical path scheduling approach and the schedules shall be graphically represented. Contractor shall provide a **AF Form 66 (Submittal) with details (cut sheets)** for all contractor provided material. This will be used for INFORMATION ONLY.

4.1.2 Quality Control Plan: Provide a plan that summarizes how you will complete the tasks maintaining quality control throughout the construction period.

4.1.3 Safety Plan: Provide safety plan that outlines company construction safety standards.

4.1.4 Key Personnel and Resume Summary: Provide resume and information of key personnel to include project manager and site supervisor.

4.1.5 Company permits & certifications: Provide any pertinent permits and certification for construction related to the requirements in the PWS. Also, provide Representations and Certifications and return only additional certifications found in this section. In addition, the offeror must have entered current and complete data within the past year in Online Representations and Certifications at beta.sam.gov.

4.2 Past Performance- Submit no more than three (3) references for projects with similar scope/magnitude completed within the last 5 years. The references are to assist the Contracting Officer in the evaluation of past performance.

Provide the following information requested in this format for each of the projects/contracts being submitted as a reference project. Projects may be on going and cannot have been completed any earlier than 5 years prior to the solicitation issue date.

Project/Contract Title: _____

Project Specifics:

• Description of Effort as _____ Prime Contractor or _____ Subcontractor

• Contract Number _____

• Original Contract \$ Value _____ Current/Final Contract \$ Value _____

• If amounts above are different, provide a brief description of the reason:

Completion Date:

• Original Scheduled Completion Date: _____

• Final Completion Date: _____

• If original completion date and final completion dates are different, provide a brief description of the reason:

Provide brief description of the work performed under the contract and describe why you believe the work is relevant to this solicited project.

Provide a Point of Contact for Owner/Government agency Contracting Officer and or inspector for each reference project; include a current phone number and Email address.

End of Section 00110

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SECTION 00120 PROPOSAL EVALUATIONS AND BASIS FOR AWARD

1. GENERAL INFORMATION

1.1. This solicitation is for a Firm Fixed Price Contract. The Government intends to award a single contract to a qualified Small Business Offeror deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to all the RFP's requirements and is judged to represent the Best Value to the Government in accordance with the evaluation scheme set out in this solicitation.

Best Value offer will be determined on the basis of the lowest priced proposal meeting the acceptability standards for non-priced evaluation factors.

1.2. The evaluation process will be conducted in accordance with FAR 13.106-2(b)(4). Offers will be evaluated using the criteria listed in "Evaluation Factors for Award." Noncompliance with the RFP requirements may raise serious questions regarding an offeror's technical ability, past performance and/or pricing and may be grounds to eliminate the proposal from consideration for contract award. Failure to include all information requested may adversely affect the evaluation. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will be easy for the Government to understand and will enable the Government to perform a thorough and fair evaluation.

1.3. The Contracting Officer will begin the evaluation process by conducting a proposal compliance review for all timely-received proposals for determination of basic proposal adequacy prior to providing the proposals to the evaluators. Failure to provide a complete proposal may result in the proposal being removed from further consideration for award.

1.4. Although the assessment of Past Performance as a specific evaluation factor is separate and distinct from the Determination of Responsibility required by FAR Part 9, Past Performance information obtained herein will be used during the Government's responsibility determination. The Government also reserves the right to obtain additional information solely for the purpose of making a responsibility determination from all offerors after receipt of proposals.

2. EVALUATION FACTORS FOR AWARD

Evaluation Factors, the Best Value offer will be determined on the basis of the lowest priced proposal meeting the acceptability standards for non-priced evaluation factors.

Non-Priced Evaluation Factors listed below will be evaluated on an acceptable /unacceptable basis:

- Technical Solution
- Past Performance

TECHNICAL

The Technical Solution Evaluation consists of five factors: **Construction Schedule/Work Plan, Quality Control Plan, Safety Plan, Key Personnel and Resume Summary, and Company Permits and Certifications.**

Acceptability will be based on the offeror's demonstration of execution of the construction schedule/ Work Plan outlining completion within the desired POP. The schedule/ work Plan shall capture all SOW requirements, execution timelines, and critical path items. The Schedule/ work plan must demonstrate an overview of how the project will be completed in accordance with the SOW and within the prescribed period of performance.

RATING	DESCRIPTION
Acceptable	Proposal clearly meets the minimum requirements of the solicitation
Unacceptable	Proposal clearly does not meet the minimum requirements of the solicitation

PAST PERFORMANCE

The Government will evaluate responses from submitted references and/or any other record available, for the quality, timeliness, and management of the offeror's past performance considering, relevancy, context, and trends on recent projects (within the last 5 years). If there is information which deems past performance as less than acceptable

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for ongoing projects, the offeror will either have been already afforded an opportunity to offer a rebuttal of this information or will be provided such an opportunity in order for the information to be evaluated. The government may contact an offeror for questions on past performance. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance and their record will be considered unknown.

IAW FAR 13.106-2(b)(3)(ii), evaluation of past performance will be based on one or more of the following:

- The contracting officer’s knowledge;
- Customer surveys, and past performance questionnaire replies;
- The Contractor Performance Assessment Reporting System (CPARS) at <https://www.cpars.gov>; or
- Any other reasonable basis

RELEVANT: Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

NOT RELEVANT: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Past Performance Evaluation Ratings	
RATING	DESCRIPTION
Acceptable	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown.
Unacceptable	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

PRICE

The proposed price will be evaluated per FAR 13.106-3(a). IAW FAR 4.102. One copy of the SF 1442 is required to have an original signature. Section 00010 – Insert the price/cost associated with the project in the line items. All line items (CLINs) must be priced.

3. AWARD

3.1. A written award or acceptance of offer mailed, or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

3.1.1. To establish its responsibility, the apparent low offeror may be requested by the Government prior to award, to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial and bonding resources and plant available to be used in performing the work. This action may be requested to determine if the contractor is responsible.

End of Section 00120

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Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-8	Annual Representations and Certifications	MAR 2020
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-6 (Dev)	Notice of Total Small Business Set-Aside (DEVIATION 2020-O0008).	NOV 2020
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	AUG 2018
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-32	Construction Wage Rate Requirements--Price Adjustment (Actual Method)	AUG 2018
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.236-2	Differing Site Conditions	APR 1984

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52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-14	Suspension of Work	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-1 Alt I	Termination for Convenience of the Government (Fixed- price) (Short Form) (Apr 1984) - Alternate I	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	OCT 2020
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019

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CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **MS ANG CRTC Contracting Office** and shall not be binding until so approved.

(End of clause)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-- Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or

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services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **45** calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 x (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved]

 (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

 (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

 (10) [Reserved]

 (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

 (ii) Alternate I (MAR 2020) of 52.219-3.

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(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (MAR 2020) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (JUN 2020) of 52.219-9.

(v) Alternate IV (JUN 2020) of 52.219-9.

(18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (MAR 2020) of 52.219-13.

(19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

(22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

(27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

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- (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ii) Alternate I (JUL 2014) of 52.222-35.
- (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (ii) Alternate I (JUL 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of 52.223-13.
- (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

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(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

(47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

(49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

(50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150)

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

(56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

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___ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

___ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

___ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

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this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

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(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
2.5	5.0

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in

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the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **MS ANG CRTS, Gulfport, MS**

(End of provision)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
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—	—

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. As used in this clause--

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

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(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the

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unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)

Item 1			
Foreign construction material....	_____	_____	_____
Domestic construction material...	_____	_____	_____
Item 2			
Foreign construction material....	_____	_____	_____
Domestic construction material...	_____	_____	_____

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

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(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

**Payment Bond
Irrevocable Letter of Credit (ILC)**

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUN 2020)

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(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020) (DEVIATION 2020-00016)

(a) *Definitions*. As used in this clause—

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

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(b) *Amount of required bonds.* Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds* (Standard Form 25, except that no seal is required). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment bonds* (Standard Form 25A, except that no seal is required). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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

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

WWW.ACQUISITION.GOV

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR and DFAR (48 CFR Chapter 1 & 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2020)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

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(iii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

___ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

___ (vii) 252.232-7015, Performance-Based Payments--Representation.

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(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

COMBO INVOICE/RECEIPT REPORT

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	F87700
Issue By DoDAAC	W50S7K
Admin DoDAAC**	W50S7K
Inspect By DoDAAC	F6Z3CE
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	F6Z3CE
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

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WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Inspector (COR): justin.reynolds.10@us.af.mil

Buyer/Administrator: brian.davis.18@us.af.mil

Contracting Officer: brian.davis.18@us.af.mil

Invoices: erica.harper.1@us.af.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

brian.davis.18@us.af.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

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(End of clause)

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Section 00800 - Special Contract Requirements

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1.0 General:

1.1 Scope: The contractor shall provide all personnel, labor, equipment, tools, appliances, transportation, supervision, materials, and quality control reports required to perform modifications to Hangar Fire Suppression Systems, as described in this Statement of Work (SOW).

1.2 Background: This SOW will provide system upgrades to increase system reliability against accidental discharge and increase service life. The facility was constructed and fire protection systems installed in 2001. The hangar bay is protected with a pre-action sprinkler system and a supplementary low level AFFF monitor nozzle system. A releasing panel is used for the pre-action system from a manual releasing stations and heat detectors.

1.3 Period of Performance (PoP): The Period of Performance shall be 120 days.

1.4 General Information:

1.4.1 Quality Control (QC): The contractor shall develop and maintain an effective QC Plan (QCP) to ensure services are performed in accordance with this SOW. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QCP is the means by which it assures itself that its work complies with the requirements of the contract. As a minimum, the contractor shall develop QC procedures that address the areas identified in Technical Exhibit 1, Statement of Work Requirements Summary.

1.4.2 Quality Assurance (QA): The Government shall evaluate the contractor's performance under this contract in accordance with this SOW.

1.4.3 Recognized Holidays: The following are recognized US holidays. The contractor shall not perform services on these days:

1.4.3.1 New Year's Day: January 1st

1.4.3.2 Martin Luther King, Jr.'s Birthday

1.4.3.3 President's Day

1.4.3.4 Memorial Day

1.4.3.5 Independence Day: July 4th

1.4.3.6 Labor Day

1.4.3.7 Columbus Day

1.4.3.8 Veteran's Day: November 11th

1.4.3.9 Thanksgiving Day

1.4.3.10 Christmas Day

1.4.4 Place and Performance of Services: The contractor shall provide services between the hours of 0730-1530 Monday and 0730-1630 Tuesday through Friday, except on recognized US holidays or when the Government facility/installation is closed due to local or national

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emergencies, administrative closings, or similar Government-directed facility/installation closings. Performance shall be at Gulfport CRTC, 4713 Hewes Ave. Gulfport, MS., Bldg. 75. The contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this SOW when the Government facility/installation is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

1.4.4.1 Unscheduled gate closures by the Security Forces (SF) may occur at any time causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by contractor personnel are subject to search pursuant to applicable regulations. Any moving violation of any applicable motor vehicle regulation may result in the termination of the contractor employee's installation driving privileges.

1.4.4.2 In the event the contractor is unable to perform his daily operations due to peacetime emergency and or wartime contingency disturbances, etc., neither the government nor the contractor shall take action for non-compliance with contract requirements.

1.4.4.3 The contractor's employees shall become familiar with and obey the regulations of the installation; including fire, traffic, safety and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All contractor employees shall carry proper identification with them at all times. The contractor shall ensure compliance with all regulations and orders of the installation which may affect performance.

1.4.5 Security Requirements. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the local installation's Security Forces, Director of Emergency Services or local Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DoD, HAF and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

1.4.5.1 Gulfport CRTC Installation Entry Control: The following provides information from Air Force Instruction (AFI) 31-101 and local supplements on requirements for entering and conducting business while on the Gulfport CRTC, MS.

1.4.5.1.1 Upon award of a contract, all contractors (including Small Purchase contractors), will have background checks conducted on all employees (including subcontractors or temporary employees) requiring access to the Gulfport CRTC.

1.4.5.1.1.1 The base Point of Contact (POC) is the COR of the contract. The MSCRTC Contractor/Subcontractor Access Affidavit Form shall be used for submitting employee personal information for background checks and may be obtained from the COR.

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1.4.5.1.1.2 The contractor is responsible for providing their employees' personal information to their base POC. Failure to provide all personal information required or providing fraudulent information will result in the employee's base access being denied.

1.4.5.1.1.3 The base POC sends a request, via email, to the Gulfport CRTTC /SF. Personal employee information will be included on the MSCRTTC Contractor/Subcontractor Access Affidavit Form.

1.4.5.1.1.4 The Gulfport CRTTC /SF will, upon receiving the MSCRTTC Contractor/Subcontractor Access Affidavit Form from the base POC, conduct a background check of contractor personnel using the approved local, state, and federal government databases.

1.4.5.1.1.5 Any contractor's employee found to have a criminal conviction listed below or have an outstanding warrant(s) will not be allowed entry to the base.

- a. US Citizenship, immigration status, or Social Security Account Number that cannot be verified.
- b. Barred from entry/access to any military installation or facility.
- c. Wanted by federal or civil law enforcement authorities, regardless of offense/violation.
- d. Name appears on any federal agency's "watch list or "hit list" for criminal behavior or terrorist activity.
- e. Any conviction for firearms or explosive violations within the last three years.
- f. Incarcerated for 12 months or longer within the past three years, regardless of the offense
- g. Any conviction of espionage, sabotage, treason, terrorism, or murder.
- h. Conviction of a sexual assault, armed assault/robbery, rape, child molestation or kidnapping.
- i. Drug possession with intent to sell or drug distribution.

1.4.5.1.1.6 Upon completion of the background check, the results will be electronically mailed to the requesting base POC. The email response will state whether the applicant is approved, denied, or pending further review by MSCRTTC/SF. Contractor's employee(s) approved for base access will report to the SF, Building 4 for issuance of their contractor identification badge.

1.4.5.1.1.7 Background checks are valid for one year unless the person is terminated from the job, or is involved in a serious offense as listed above. Requests for base access exceeding the one year period will require another background check.

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1.4.5.1.1.8 Every contractor's employee regardless of duration shall obtain and submit a MSCRTC Contractor/Subcontractor Access Affidavit Form, have background checks conducted, and be issued a contractor identification badge.

1.4.5.1.1.9 The contractor shall create and maintain a list of all employees who received a contractor identification badge for this contract. Prior to pre-final inspection, the contractor shall give the COR the list of all employees who received contractor identification badges. At the final acceptance inspection or prior to contract close-out, the prime shall return all Contractor identification badges issued to the COR. The COR will verify that all contractor identification badges are returned from the list provided at the pre-final inspection. If all badges are not returned at the time of the final inspection or project close-out, the final payment will be withheld until either all contractor identification badges are returned or a sworn affidavit to the disposition of the badge is provided by the person who received the contractor identification badge.

1.4.5.1.1.10 Contractor's employee(s) approved for base access will report to the SF, Building 4, with COR for issuance of their contractor identification badge for the duration of the contract, not to exceed one year.

1.4.5.1.1.11 Contractor's employee(s) must possess the proper photo identification media (driver's license/state identification card, military identification card, or other authorized U.S. governmental photo media) to be issued a contractor identification badge. Non-U.S. citizens must provide original Immigrations & Naturalization Service photo media and Social Security card.

1.4.5.1.2 Contractor Vehicle Entry onto Gulfport CRTC: Operators of vehicles must provide the following documentation to register vehicles.

1.4.5.1.2.1 Valid driver's license, military identification card, and/or contractor identification badge.

1.4.5.1.2.2 Valid vehicle registration or rental agreement.

1.4.5.1.2.3 Valid insurance (except fleet vehicles) or rental agreement.

1.4.5.1.2.4 Drivers of borrowed vehicles must present a valid registration, insurance card (or policy), and power-of-attorney in the owner's name.

1.4.5.1.3 Contract, Commercial, and/or Oversized Vehicles: All contractor, commercial, and oversized vehicles must enter Gulfport CRTC through the Gulfport CRTC Main Gate located off Hewes Ave.

1.4.5.1.3.1 All commercial, delivery and oversized vehicles must be escorted by the COR or Security Forces personnel.

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1.4.5.1.3.2 The following are considered “commercial or oversized” vehicles.

- a. All vehicles registered and licensed with “commercial” license plates, regardless of state of issue.
- b. All vehicles, regardless of type, license plate, or size having more than two axles.
- c. All vehicles displaying a commercial plaque, logo, or emblem.

1.4.5.1.4 Contractor Vehicle and Personnel Processing: The Gulfport CRTC Main Gate is open 24 hours a day, 7 days a week. Contract, Commercial, and/or Oversized Vehicles inspection lane is open Monday –Friday from 0730-1530.

1.4.5.1.5 Sub-Contractors: All subcontractors are required to follow the same instructions listed in paragraph 1.4.5.4.1 for their personnel.

1.4.5.2 Miscellaneous Security Requirements: All requests for additional contractor employees must meet the same requirements listed in paragraph 1.4.5.1.1, before contractor identification badges will be issued.

1.4.5.2.1 The KO and COR will be notified when personnel leave the contractor company for any reason. The COR will provide that information to the Gulfport CRTC /SF to ensure that their database is updated.

1.4.5.2.2 The contractor is responsible for the return of all contractor identification badges at the end of the contract or when personnel depart for any reason.

1.4.5.2.3 During increased Force Protection Conditions (FPCONs) there may be limited entry to the installation.

1.4.5.2.4 Contractors ARE NOT AUTHORIZED to escort (vouch) any personnel entering the Gulfport CRTC.

1.4.5.2.5 Any contractor found in violation of this requirement will be escorted off the installation, contractor identification badge confiscated, and not be allowed to reenter the Gulfport CRTC without the written permission of the installation commander.

1.4.5.2.6 Contractors are required to obey all entry requirements, traffic rules and regulations in accordance with (IAW) AFI 31-218, Motor Vehicle Traffic Supervision. Failure to comply with requirements could result in barment from the installation.

1.4.5.2.7 The contractor shall be responsible for the action of any of his subcontractor and his employees who are working on Gulfport CRTC.

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1.4.5.2.8 A base identification card/vehicle pass shall be obtained for all employees including any subcontractor. It is the intent of the government that each employee has possession of his pass at all times while working on this contract. The contractor/employee shall be responsible for the return of any pass when employment/and the contract is terminated.

1.4.5.3 Anti-Terrorism (AT) Level I Awareness Training: All contractor employees requiring access to Government Installations, Facilities and Controlled Access areas shall complete AT Level I awareness training within 10 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, to the COR, or to the KO if a COR is not assigned, within 15 calendar days after completion of training. Level I AT is available at <http://jko.jten.mil>.

1.4.6 Operational Security (OPSEC) Training. In accordance with AR 530-1, Operations Security, new contractor employees shall complete Level I OPSEC training within 30 calendar days of their reporting for duty and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee, to the COR, or to the KO if a COR is not assigned, within 15 calendar days after completion of training. Level 1 OPSEC training is available at <http://cdsetrain.dtic.mil/opsec/>.

1.4.7 Physical Security. The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.4.7.1 Key Control. The contractor shall establish and implement methods of ensuring all keys/key cards issued by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued by the Government shall be duplicated.

1.4.8 Special Qualifications:

1.4.8.1 Contractor and all personnel shall comply with the Standard codes as required by the State of Mississippi. The contractor shall provide a NICET Level III or IV Fire Alarm Technician to supervise all work.

1.4.9 Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend any post award conference convened by the KO in accordance with Federal Acquisition Regulations Subpart 42.5. The KO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the Contacting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor shall apprise the Government of problems, if any, being experienced. The contractor shall resolve outstanding issues raised by the Government. Contractor attendance at these meetings shall be at no additional cost to the Government.

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1.4.10 Solid Waste Management: Contractor shall submit monthly a solid waste disposal report to the KO or COR. For each waste, the report will state the amount, location, and name of the business receiving the solid waste.

1.4.11 Warranty: The contractor shall warrant that all work shall be of the best quality, free from faults and defects and agree to promptly and at their own expense remedy or replace any part of the work determined to be defective for a period of one (1) year from satisfactory completion. Provide a written warranty.

1.5 Wide Area Work Flow Procedures: Services shall be accepted and certified via the Wide Area Work flow-Receipt and Acceptance website <https://wawfeb.mil>.

1.5.1 The contractor will electronically initiate the Combo Invoice (receipt) and Acceptance form and electronically submit it to the COR.

1.5.2 The COR electronically submits the form to DFAS Limestone, P.O. Box 369020, Columbus, OH 43236-9020 for payment.

2.0 Definitions and Acronyms:

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

2.0.2 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.

2.0.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government designated by the KO to monitor contractor performance. 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.

2.0.4 DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.0.5 DELIVERABLE. Anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.

2.0.6 KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the SOW. When key personnel are used as an evaluation factor in best value procurement, an

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offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.0.7 PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.0.8 QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.0.9 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

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

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

2.0.12 WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.0.13 WORK WEEK. Monday through Friday, unless specified otherwise.

2.1 ACRONYMS:

ADLS	Advanced Distributed Learning System
AF	Air Force
AFARS	Army Federal Acquisition Regulation Supplement
AFECC	Air Force Entry Control Card
AFI	Air Force Instruction
AFPD	Air Force Policy Directive
AR	Army Regulation
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
AT/OPSEC	Antiterrorism/Operational Security
BAC	Battlefield Airman Center
BO	Base Operations
CBT	Computer Based Training
CFR	Code of Federal Regulations
CM	Contract Manager
COMSEC	Communication Security
CONUS	Continental United States (excludes Alaska and Hawaii)
COOP	Continuity of Operations Planning
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf

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CRTC	Combat Readiness Training Center
DA	Department of the Army
DD	Department of Defense Form
DDC	Direct Digital Control
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
FPCON	Force Protection Condition
GBIA	Gulfport/Biloxi International Airport
GFP/M/E/S	Government Furnished Property/Material/Equipment/Services
IA	Information Assurance
IAW	In Accordance With
JPAS	Joint Personnel Adjudication System
KO	Contracting Officer
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
OPLAN	Operation Plan
OPSEC	Operational Security
PII	Personally Identifiable Information
PIPO	Phase In/Phase Out
PPE	Personal Protective Equipment
POC	Point of Contact
PRS	Performance Requirements Summary
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SF	Security Forces or Standard Form
SOW	Statement of Work
TE	Technical Exhibit
TVSS	Transient Voltage Surge Suppressor
U.S.	United States
USAF	United States Air Force

3.0 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S): The Government will provide the property, material, equipment, and/or services listed below solely for the purpose of performance under this contract:

3.1 Property: NONE

3.2 Materials: NONE

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3.3 Equipment: NONE

3.4 Services: NONE

3.5 Utilities: All utilities in the facility will be available for the contractor's use in the performance of this contract. The contractor shall instruct employees in utilities conservation practices. The contractor shall operate under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount.

4.0 Contractor Furnished Property, Materials, and Equipment (CFP/M/E):

4.1 General: Except for those items specifically stated to be Government-Furnished in Paragraph 3.0, the contractor shall furnish everything required to perform these services as indicated in Paragraph 1.1.

4.2 Material Submittals: The contractor shall submit to the CO for approval all items listed on Material Submittal Schedule, AF Form 3000 within 10 calendar days of the notice to proceed - or - provide a copy of the AF Form 3000 indicating when each material submittal shall be submitted for approval. Ensure that any disapproved material submittal will not impact the approved project execution schedule, as disapproved submittal shall not be considered grounds for a time extension. Allow for a minimum of 5 calendar days for the Government's processing of material submittals. The contractor shall not order, deliver or install any materials without CO's material approval or remove any materials on site, which have not been properly approved.

4.2.1 Construction materials must meet all required NFPA and UL requirements.

5.0 Requirements: The contractor shall provide all furnishing all labor, equipment, tools, appliances, transportation, materials, and quality control reports required to perform modifications to Hangar Fire Suppression Systems. The work consists of three main items and a single secondary item. The main items include 1.) reprogramming/reconfiguring the foam releasing panel, 2.) replacing the manual foam releasing stations and conduits, and 3.) installing Surge Protection Devices (SPD) (also referred to as a transient voltage surge suppressor (TVSS)). The secondary item is to provide HVAC in the foam room.

5.0.1 Contractor shall field verify all site conditions, quantities, measurements, and project requirements.

5.0.2 Contractor shall protect all structures, utilities, vegetation, sidewalks and vehicles from damage at all times. Replace all damaged materials with new materials to the satisfaction of the Government, at no additional cost to the Government.

5.0.3 Contractor shall bring any differing site conditions or unforeseen project conditions to the attention of the CO immediately. Differing site conditions, which may alter the scope of work, shall be approved by the CO prior to such work being performed.

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5.0.4 Contractor shall ensure these steps are followed: Prior to performing any work, disable the foam releasing system. Notify the fire department at least 24 hours in advance that the hangar bay fire suppression systems are going to be disabled. All other fire suppression systems should remain active. No Aircraft shall be in the hangar bay while this work is performed without prior written approval by the Base Civil Engineer.

5.1 Reprogram/Reconfigure Releasing Panels

5.1.1 Hangar bay with pre-action sprinkler –

- A. Verify that the foam releasing panel is not configured to release foam if the pressure switch in the pre-action sprinkler riser is activated.
- B. If the panel is configured to release foam from a pressure switch activation, reprogram/reconfigure the releasing panel to remove this function. The riser pressure switches should cause an alarm but not activate any foam release solenoids.

5.1.2 Hangar bay with multiple foam risers –

- A. Verify that the foam releasing panel is not configured to release foam if the pressure switch in one foam riser is activated.
- B. If the panel is configured to release foam from a pressure switch activation, reprogram/reconfigure the releasing panel to remove this function. The foam riser pressure switches should cause an alarm but not activate any release solenoids.

5.1.3 Test that the activation of a pressure switch or an individual heat detector will not activate the foam system.

5.1.4 Test that the activation of cross zoned heat detectors will activate the foam system.

NOTE: SYSTEM MAY BE TESTED WITHOUT ACTUAL DISCHARGE OF WATER OR FOAM.

5.2 Replace manual foam releasing (start) stations, abort stations, and conduit

5.2.1 Demo all existing releasing stations, associated wiring and conduits as required.

5.2.2 Install new water tight ¾” conduit and junction boxes from the releasing stations to a height of 15 feet above the finished floor or until the conduit intersects a horizontal run. Route the conduit into the bottom of the manual foam releasing stations.

- A. Provide the low point of this conduit with a drain (See figure 1).

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- B. Where the conduit is in a hazardously classified area, Provide breathers in isolated portions of the conduit (e.g. sealed off from the remaining conduit system). Rate drains and breathers for the electrical (hazard) classification in which they are installed, but not be less than NEMA 250 Type 4. Flexible conduit is not permitted.

5.2.3 Install new NEMA 250 Type 4 manual foam releasing stations and signage.

- A. The releasing stations shall be distinctively different from the manual fire alarm pull stations.
- B. Provide tamper cover with colored portions in yellow and lettering on the cover reading "FOAM"; the words "FIRE", "ALARM", or "AGENT" are prohibited to appear on the cover or station.
- C. Provide locking type manual foam releasing stations that when activated require a key to be reset.
- D. Provide a clear plastic tamper cover over the manual foam releasing station that when lifted emits an audible alarm. Exception: Audible alarm is not required where a manual foam releasing station is installed in a hazardous (classified) location.
- E. Provide conventional manual foam releasing stations. Do not locate addressable monitor modules for the manual foam releasing stations in the hangar bay. Approved model is RSG RMS-EX-WP or approved equivalent.

5.2.4 Install manual foam releasing stations within the hangar bay so they are unobstructed, readily accessible, and located within 10 ft. (3.0 m) of each required exit or exit access from the hangar bay.

- A. Maintain a minimum separation distance of 5 ft. (1.5 m) between general fire alarm pull stations (if provided) and the manual foam releasing stations.
- B. Where possible, install the manual foam releasing stations on the opposite side of the door from the general fire alarm pull stations. If possible locate the releasing station and sign so that a future abort station and sign may be installed per figure 1.
- C. Control valves shall be electrically supervise normally open control valves. Electrical or mechanical supervision is not required for normally closed control valves, unless opening the valve is detrimental to the system operation. When supervision is required on normally closed valves, provide electrical supervision such as cable type monitoring.

5.2.5 Provide the sign for the manual foam releasing station with a yellow or lime-yellow background with "START FOAM SYSTEM" in red lettering not less than 3 inches (76 millimeters) high. The sign a minimum of 24 inches (610 mm) high by 20 inches (508 mm) wide.

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- A. Locate the manual foam releasing station with tamper cover on the lower portion of the sign.
- B. Provide the word "START" in minimum 1 inch (25.4 mm) high green lettering placed directly above the manual foam releasing station.

5.2.6 Install new abort buttons and signage at each foam releasing station.

- A. Locate the station on the support side of the door, such that it is within 5 ft. (1.5 m) of the door and not obstructed when the door is fully open.
- B. Provide a red mushroom type push button and include the word "PUSH".
- C. Provide the colored portions of the station and tamper cover in blue and lettering reading "ABORT"; the words "FIRE", "ALARM", or "AGENT" are prohibited to appear on the cover or station.
- D. Do not locate addressable monitor modules for the manual foam abort stations in the hangar bay.
- E. Provide the sign for the manual foam abort station with a white background and a minimum 1/2 inch wide blue border with "ABORT FOAM SYSTEM" in blue lettering not less than 3 inches (76 millimeters) high.
- F. Locate the manual foam abort station with tamper cover on the lower left portion of the sign.
- G. Provide the word "ABORT" in minimum 1 inch (25.4 mm) high red lettering placed directly above the manual foam abort station.

5.2.7 Install new wire as required.

- A. All conductors must be 16 AWG minimum.
- B. Pull all conductors splice free; conductors shall be continuous from device to device.
- C. The use of wire nuts, crimped connectors, or twisting of conductors is prohibited.

5.2.8 Test the system in accordance with the procedures outlined in NFPA 72.

- A. The tests shall be witnessed by the Owner's Representative and test results recorded.
- B. The required tests for the releasing station circuits are as follows:

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1. Loop Resistance Tests: Measure and record the resistance of each circuit with each pair of conductors in the circuit, short-circuited at the farthest point from the circuit origin.
2. Verify the absence of unwanted voltages between circuit conductors and ground.
3. Visually inspect wiring.
4. Test each release station and circuit for proper operation and response at the control unit and tested in accordance with manufacturer's recommended calibrated test method.

5.3. Install Surge Protection Devices

5.3.1 Contractor shall install Surge Protection Devices (SPDs) to protect all power supply circuits to the Fire Alarm and Foam releasing panels, including any subpanels (e.g. Autonomous Control Unit, amplifier panels, and Notification Appliance Circuit (NAC) booster panels).

- A. Provide SPDs to protect all signaling line circuits, indicating device circuits, or notification appliance circuits that leave or enter a Facility's exterior enclosure.
 1. SPD must be provided at the first location where connections are made that is close to where the circuit enters or leaves the Facility, prior to connection to any other devices when feasible.
 2. SPDs are not required for devices connected directly to the Facility exterior when the Facility itself is provided with lightning protection (i.e. an electric bell or speakers mounted on the exterior wall of the Facility.)
 3. SPD shall have both a UL 1449 and UL 1283 listing and shall be located in an adjacent terminal box unless the SPD is listed and installed in the control panel by the factory (e.g. Installing SPDs not listed with the panel is prohibited).
 4. A typical installation is shown in figure 2.
- B. Provide and install SPDs in accordance with UFC 3-520-01 Section 3-4, NFPA 780-28 Section 4.20., and NFPA 70 National Electric Code.

5.4 HVAC for Foam Room with Releasing Panel

5.4.1 Contractor shall install a split unit to provide HVAC in each room with a Releasing Panel.

- A. The contractor shall size the equipment based on current loading in each room.
- B. The unit shall provide HVAC to provide a temperature range between 60 degrees Fahrenheit and 80 degrees Fahrenheit.

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- C. Winter operations is required.
- D. The relative humidity requirements (RH) of the unit shall provide a maximum RH of 80%.
- E. Integrate HVAC controls into buildings direct digital control (DDC) system.

5.5 Damages: The contractor shall repair or replace any Government property that is properly marked, and damaged by the contractor at no additional expense to the Government. For any work that may require digging, an approved AF Form 103 must be obtained before any digging begins. The contractor will not be liable for damage to equipment that isn't properly marked. The Contractor shall obtain an approved Work Clearance Request for all work which involves excavation including minor digging. The Contractor shall coordinate the required base CE digging permits with the KO or COR.

5.6 Environmental Protection: The contractor shall be knowledgeable of and comply with all applicable Federal, State, and local laws, regulations, and requirements regarding environmental protection. The contractor shall ensure policies and procedures are established that protect the health and safety of employees and the community and minimize/eliminate the risk of environmental pollution.

5.6.1 Notification of Environmental Spills. If the contractor spills or releases any substance listed in 40 CFR 302 into the environment, the contractor shall immediately report the incident to the COR, base fire department, and base civil engineering. The contractor shall be liable for containment and environmental clean-up of the spill or release of such substance per Operational Plan (OPLAN) 32-7, Oil and Hazardous Substance Spill prevention and Response Plan.

5.6.2 Hazardous Material (HAZMAT): All HAZMAT contemplated for use or brought on base for the purpose of this contract must be coordinated through HAZMAT Pharmacy. Contractor shall submit the Contractor Hazardous Material Identification Form Part I, which provides information required by (EPCRA Sections 312 and 313) along with corresponding Material Safety Data Sheets (MSDS), to the Contracting Officer and QAP prior to bringing and using any hazardous materials on base. Contractors must maintain a copy of all MSDS at the work site at all times that work is being performed. Contractor shall submit 2 days prior to final acceptance the Contractor HM Identification Form Part II. Failure to comply with these requirements may result in a withholding of payment.

5.7 Safety: The Contractor shall comply with all base fire, safety, and confined spaced regulations while completing their work. In accordance with FAR 52.236-13, Accident Prevention, Contractors are required to comply with EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual. Complete text of this manual can be viewed or downloaded at

<http://cdm16021.contentdm.oclc.org/cdm/compoundobject/collection/p16021coll9/id/54/rec/1>

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5.7.1 Accident Notification: Notify the KO and COR as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident. Within notification include contractor name; contract title; type of contract; name of base or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, personal protective equipment (PPE) used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

5.7.2 Accident Reports: Conduct an accident investigation for recordable injuries and illnesses, for Medical Treatment property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The COR will provide copies of any required or special forms.

6.0 Applicable Publications: All work performed under this SOW shall be conducted in accordance with applicable state and federal laws and regulations, ANG policies and regulations.

6.0.1- UFC 3-600-01- Fire Protection Engineering For Facilities

6.0.2- UFC 4-211-01- Aircraft Maintenance Hangars: Type I, Type II and Type III

6.0.3- NFPA 11 – Standard for Low-, Medium-, and High-Expansion Foam

6.0.4- NFPA 16 – Standard for Foam-Water Sprinkler and Foam-Water Spray Systems

6.0.5- NFPA 70 – National Electrical Code

6.0.6- NFPA 72 – National Fire Alarm and Signaling Code

6.0.7- NFPA 409 – Standard on Aircraft Hangars

6.0.8 – ANG ETL 10-03 Air National Guard Design Objectives and Procedures

6.0.9- ANG ETL 11-11 Reducing Inappropriate Hangar Fire System Activations

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**Repair Fire Suppression Bldg. 75 Hangar
TECHNICAL EXHIBIT 1**

Statement of Work Requirements Summary

This Statement of Work Requirements Summary includes Work Standards. The Government will use these standards to determine contractor performance in accordance to this SOW.

SOW Paragraph	Task	Work Standards Reference	Surveillance Method / By Whom
5.1, 5.1.1-5.1.4	Reprogram/Reconfigure Releasing Panels	5.1.1-A&B, 5.1.2- A&B, 5.1.3, 5.1.4	Periodic Inspection - COR / Government Inspector
5.2, 5.2.1-5.2.8	Replace manual foam releasing (start) stations, abort stations, and conduit.	5.2.1, 5.2.2-A&B, 5.2.3-A,B,C,D,E 5.2.4-A,B,C 5.2.5-A&B, 5.2.6-A,B,C,D,E,F,G 5.2.7- A,B,C 5.2.8-A,B(1,2,3,4)	Periodic Inspection - COR / Government Inspector
5.3, 5.3.1	Install Surge Protection Devices	5.3.1-A(1,2,3,4) &B	Periodic Inspection - COR / Government Inspector
5.4. 5.4.1	HVAC for Foam Room with Releasing Panel	5.4.1 A,B,C,D	Periodic Inspection - COR / Government Inspector

TECHNICAL EXHIBIT 2

Deliverables Schedule

SOW Reference / Deliverable Title	Frequency	Number of Copies	Medium/Form at	Submit To
1.4.5.4.1 (1) MSCRTC Contractor/Subcontractor Access Affidavit Form	Due two weeks prior to scheduled start date.	(1) One per employee requiring access to Gulfport-CRTC	Electronic	COR or POC of project
1.4.5.3 Anti-Terrorism (AT) Level I Awareness Training	Contractor shall complete AT Level I awareness training within 10 calendar days after contract start date.	(1) One per employee requiring access to Gulfport-CRTC	Electronic	COR or KO
1.4.6 Operational Security (OPSEC) Training	Contractor shall complete AT Level I awareness training within 10 calendar days after contract start date.	(1) One per employee requiring access to Gulfport-CRTC	Electronic	COR or KO
1.4.9 Solid Waste Management	Upon disposal	One per disposal	Electronic	COR or POC of project
1.4.10 Warranty	Due during Final Inspection	Three	Electronic and Hard Copy	COR, KO, and POC of project
4.2 Material Submittals	AF Form 3000 within 10 calendar days of the notice to proceed	(1) One for all materials to complete project	Electronic	COR and POC of project
5.7.1 Notification of Environmental Spills	Within (1) one hour of Spill	(1) One per spill	Electronic or Verbal	COR and POC of project
5.7.2 Hazardous Material (HAZMAT):	5 business days prior to Hazardous Material being brought onto Gulfport- CRTC	(1) One for all materials to complete project	Electronic	COR and POC of project
5.8.1 Accident Notification:	Within (1) one hour of Accident	(1) One per Accident	Electronic or Verbal	COR and POC of project
5.8.2 Accident Reports:	Within (1) one Business day from Accident	(1) One per Accident	Electronic	COR and POC of project

FIGURE 1

Figure 1: Start Foam System Signage

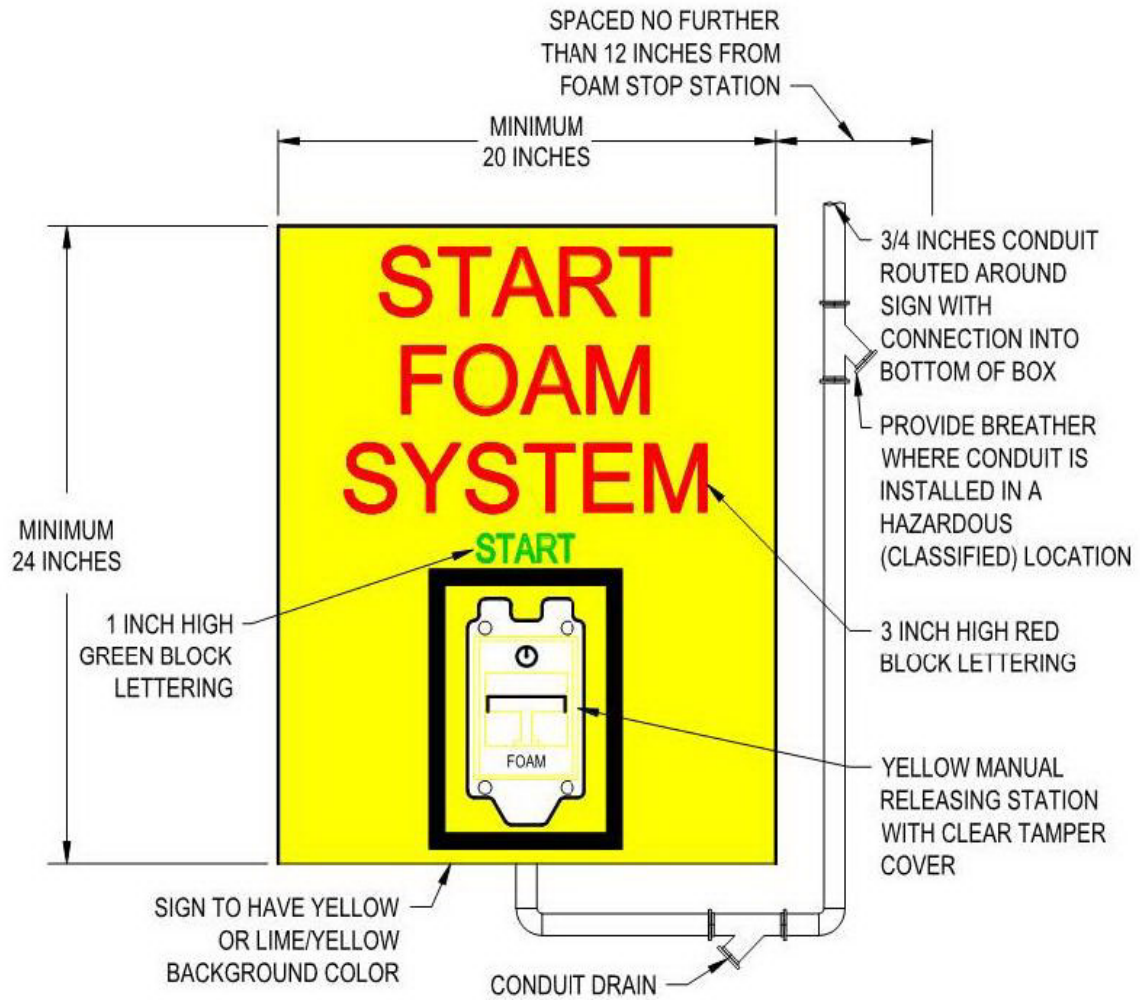


Figure 2



DBA WAGE DETERMINATION

"General Decision Number: MS20200050 03/13/2020

Superseded General Decision Number: MS20190050

State: Mississippi

Construction Type: Building
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Harrison County in Mississippi.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January

1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	03/13/2020

ELEC0903-012 12/01/2019

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 27.45	9.5%+5.52

 ENGI0624-008 01/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR Forklift.....	\$ 26.20	12.30

 IRON0798-009 01/01/2019

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.70	14.47

 * PLUM0568-007 11/01/2019

	Rates	Fringes
PIPEFITTER (Includes HVAC Unit Installation (Excludes HVAC Pipe Installation)).....	\$ 26.41	10.47
PLUMBER (Includes HVAC Pipe Installation (Excludes HVAC		

Unit Installation)).....\$ 26.41 10.47

SHEE0441-006 07/01/2014

Rates Fringes

SHEET METAL WORKER (Includes
HVAC Duct Installation).....\$ 20.00 11.72

SUMS2015-011 04/03/2017

Rates Fringes

BRICKLAYER.....\$ 22.00 0.02

CARPENTER, Includes Drywall
Hanging, Finishing/Taping and
Form Work.....\$ 15.90 0.00

CEMENT MASON/CONCRETE FINISHER...\$ 18.37 0.00

IRONWORKER, STRUCTURAL.....\$ 18.51 0.00

LABORER: Common or General.....\$ 10.91 0.00

LABORER: Mason Tender -
Cement/Concrete.....\$ 12.50 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 17.93 1.62

OPERATOR: Bulldozer.....\$ 15.14 1.03

OPERATOR: Crane.....\$ 21.40 3.58

PAINTER (Brush and Roller).....\$ 17.00 0.00

ROOFER.....\$ 14.50 0.00

SPRINKLER FITTER (Fire
Sprinklers).....\$ 21.21 0.00

TILE SETTER.....\$ 18.00 0.00

TRUCK DRIVER: Dump Truck.....\$ 14.11 0.27

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

GENERAL REQUIREMENTS
GENERAL REQUIREMENTS

SECTION 01000
Division 01 – General Requirements

1. INSURANCE - MINIMUM AMOUNTS

1.1. Reference Contract Clause titled, "Insurance -Work on a Government Installation (FAR 52.228-5). Kinds and minimum amounts are as follows:

KIND	AMOUNTS
Workmen’s Compensation	\$100,000 (see paragraph 1.2, below)
Comprehensive General Liability	\$500,000 per occurrence for bodily injury
Comprehensive Automobile Liability for bodily injury and	\$200,000 per person and \$500,000 per accident \$20,000 for property damage
(If applicable) Aircraft Public and Passenger Liability	\$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability and \$200,000 per occurrence for property damage; coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater

1.2. Except in states with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.

1.3. NOTE: Before commencing work under this contract, the Contractor shall certify to the Contracting Officer, in writing, that the required insurance has been obtained. The policies referenced in the certification (s) shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government’s interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor shall maintain a copy of proofs of required insurance, and shall make copies available to the Contracting Officer upon request. The Contractor shall maintain a copy of all subcontractors’ proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

2. ORDER OF PRECEDENCE (REFERENCE FAR 52.236-21)

Any inconsistency in this solicitation or contract will be resolved by giving precedence in the following order:

- 1) Representations and other instructions,
- 2) Contract clauses,
- 3) Other documents, to include special contract requirements Section 00800, exhibits, and attachments,
- 4) The specifications
- 5) The drawings

3. SCHEDULING

3.1. Normal base work hours for the Contractor will be between the hours of 7:00 AM through 4:30 PM, excluding Saturdays, Sundays, and Federal Holidays. If the Contractor desires to work during periods other than above, he must notify the Contracting Officer’s Representative (COR) five (5) working days in advance of his intention to work during other periods to allow assignment of additional inspection forces. When the COR determines that they are reasonably available, he may authorize the Contractor to perform work during periods other than normal duty hours/days. However, if inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the Contractor, the actual cost of the inspection, at overtime rates, will be charged to the Contractor and will be deducted from the final payment of the Contract amount.

3.2. The following Federal legal Holidays are observed by this base:

New Year’s Day	1 January
Martin Luther King’s Birthday	Third Monday of January
President’s Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October

Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

3.3. NOTE: Any of the above holidays falling on a Saturday will be observed the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

3.4. Prior to commencing work on the job initially, resumption of work after prolonged interruption (7 calendar days or more), commencement of any warranty work, and upon completion of warranty work, the contractor must notify the Contracting Officer (or the Contracting Officer's Representative). When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the Contracting Officer's Representative is sufficient. Notification should be by personal contact; however, advance notification may be by telephone, or in writing, and should be accomplished sufficiently in advance to allow scheduling of inspection forces. The purpose of the above precautions is to ensure construction inspection and recording of work proceedings.

3.5. The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

4. INVOICING AND PAYMENT

4.1. Properly prepared invoices, bearing the contract number, shall be submitted in duplicate to the Contracting Office by email to Contracting Officer, MSgt Brian Davis at brian.davis.18@us.af.mil on designated invoice forms provided at the pre-construction meeting **PRIOR to uploading in Wide Area Workflow (WAWF) the DFAS paying system**. This submission will be for review prior to submitting an electronic invoice through Wide Area Workflow (WAWF). See end of this Section for important information and codes needed.). Payment will be made by in accordance with FAR Clause 52.232-5 Fixed-Price Construction Contracts and FAR Clause 52.232-27, Prompt Payment for Construction Contracts, **All payments will be made by electronic transfer of funds (EFT)**.

4.2. To meet compliance with DFARS 252.232-7003, Electronic Submission of Payment Requests, you shall submit your request for payment (invoice) through WAWF. For more information on the WAWF system, including how to register, visit <https://wawf.eb.mil>. Payment will be made by paying office specified in the contract award in accordance with the clauses Payments under Fixed-Price Construction Contracts, FAR 52.232-5, and Prompt Payment for Construction Contracts, FAR 52.232-27.

4.3. The Government will make payment through WAWF upon satisfactory completion of work AND receipt of a proper certification for payment. **Do not input invoice into WAWF until the pre-approval of invoice is received from the contracting officer. This will lessen the need for rejections in WAWF** Payment may be withheld unless all contractual requirements including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW DAVIS BACON REQUIREMENTS, Small Business Subcontracting Reports, have been timely received.

4.4. All requests for payments through WAWF must include a Subcontractor Payment Register pursuant to FAR Clause 52.232-5 and a contractor's certification that reads as follows:
I hereby certify, to the best of my knowledge and belief that – The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract; All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and requirements of Chapter 39 of Title 31, United States Code; This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from subcontractor or supplier in accordance with the terms and conditions of the subcontract; and This certification is not to be construed as final acceptance of a subcontractor's performance.

4.5. The Government will make payment upon satisfactory completion of work AND receipt of a proper certification for payment. Payment may be withheld unless all contractual requirements, including but not limited to:

RECEIPT OF PROPER WEEKLY PAYROLLS IAW CONSTRUCTION WAGE REQUIREMENTS FAR 52.222-6, have been timely received. Payrolls shall indicate CLIN to which they are applicable.

4.6. A release of claims is required for all final payment requests and shall be submitted by the contractor with the final invoice.

5. CONTRACT ADMINISTRATION

5.1. The contracting office of the **MS ANG CRTC** is the office having administrative jurisdiction over this contract for all matters. A list of the names and telephone numbers of the Government team comprising the contract administrator, Contracting Officer's Representative (COR), consultant, and point of contact at the project site will be provided at the post-award/pre-construction conference.

5.2. All correspondence shall be addressed to the Contracting Officer. A copy of all correspondence shall be furnished to the contracting officer's representative. Enclosures attached to or transmitted with the correspondence shall also be furnished with an original and one copy. Each letter shall make reference to the contract name, contract number, project number, and project title, and shall have only one subject. For tracking purposes, a sequential numbering system should be used for all correspondence.

6. PAPERLESS CONTRACTING

6.1. The National Guard is fully committed to the Federal Government's electronic commerce and paperless contracting initiatives. As such, it is anticipated that to the maximum extent possible to include but not limited to correspondence, modification distribution, etc., to include specifications and drawings, will be issued using electronic methods, i.e., electronic mail (e-mail). Contractors shall have and maintain capability to receive documents in this manner.

6.2. Additionally, it is anticipated that within the life of this contract, other electronic processes will be enacted. These include, but are not limited to, change order proposals, and electronic invoicing. When implemented by the Contracting Officer, contractors shall participate fully in any of these new requirements at no additional cost to the Government.

7. TELEPHONE COMMUNICATIONS SECURITY MONITORING

All communications with DOD organizations are subject to communications security (COMSEC) review. Contractor personnel must be aware that telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to, or receive a call from, a DOD organization, they are subject to COMSEC procedures. The contractor shall assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DOD information.

8. UTILITY SERVICES

The Contracting Officer has determined that Government-operated utilities are adequate and will be furnished to the contractor without charge where existing outlets are available. The contractor is responsible for installing temporary service outlets, backflow preventer, utility meter, as necessary, at its expense in accordance with the clause entitled "Availability and Use of Utility Services" (FAR Clause 52.236-14).

9. PREPARATION OF MATERIAL APPROVAL SUBMITTALS

The contractor shall submit all materials and articles requiring approval, as required by the Material and Workmanship Clause, FAR 52.236-5. Submittals shall be made using AF Form 3000, or approved equal. Submittals shall be processed in accordance with the procedures in Section 01 33 00, Submittals. Submittals shall be given a distinct identification system by CLIN if multiple CLINS are applicable. Individual submittal documents shall not be comprised of items for more than one CLIN. Address for delivery of submittals will be provided at the post award/pre-construction conference. The contractor is reminded that an individual within the company who has authority to make the certification must sign the certification on the AF Form 3000.

10. WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS

10.1. A weekly meeting may be held with the Contractor, COR and Contracting Officer (KO), if necessary, to discuss work progress, problems and potential change orders. The Contractor shall attend these meetings at no additional cost to the Government. Prior to beginning work on specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials; and use of approaches, use of corridors, stairways and similar means of passage.

10.1.1. In accordance with FAR Clause 52.236-15, "Schedules for Construction Contracts", the contractor shall, 5 days prior to commencement of work, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing features of work. A composite schedule for the overall contract shall also be provided. The schedule shall be on an AF Form 3064, Contract Progress Schedule, or a KO approved computer generated format similar to the AF Form 3064. The work shall be scheduled so that, upon the start of construction, work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the construction period will be rejected. Both the Contractor and the COR are required to provide Bi-Weekly progress reports covering the period from notice to proceed through final inspection. Unless agreement cannot be made on the applicable percentage of progress a joint report will be submitted to the Contracting Officer. This reports shall be submitted on the NGB Contract Progress Report form (similar to an AF Form 3065), or an approved computer generated similar format. These reports shall track progress by CLIN, if contract contains multiple CLINs, multiple AF Form 3064 and NG Contract Progress Reports will also be required for payment purposes.

10.2. In addition to the AF FORM 3064, the contractor shall provide, if applicable, a detailed plan/map of anticipated trucking routes, anticipated staging area/ lay down area(s), and the anticipated utilization of both installation and flight line Entrance Control Points. The contractor may use their own documents / forms / software, as long as the Government can view, decipher, and distribute the information electronically. Five days prior to commencement of work, the contractor shall provide these things and obtain approval by the Contracting Officer / COR. They shall be kept current, and re-approved as changes occur.

10.3. The schedule shall be submitted to the Contracting Officer, in the number of copies as directed. Reference Contract Clause FAR 52.236-15, "Schedules for Construction Contracts". The reports contemplated by the clause herein titled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to AF Form 3064, "Contract Progress Schedule" and a National Guard Contract Progress Report".

10.4. An AF FORM 3065 "Contract Progress Report" shall be updated and provided Bi-Weekly.

10.5. An AF FORM 66 shall be maintained, and provided Bi-Weekly.

10.6. An RFI Log shall be maintained, and provided Bi-Weekly.

10.7. Joint Progress Meetings shall be held Bi-Weekly during contract performance. (Period of Performance)

11. NOTICE OF COMPLETION OF CONSTRUCTION/PRE-FINAL AND FINAL INSPECTION

11.1. The contractor shall conduct a pre-final inspection in the presence of the Contracting Officer's Representative (COR) prior to the date scheduled for Final Inspection. Any discrepancies noted shall be corrected prior to Final Inspection.

11.2. The contractor shall request scheduling of a final inspection in writing to the Contracting Officer at least five (5) working days prior to the desired date or as otherwise negotiated with the Contracting Officer.

11.3. Civil Engineering personnel and the Contracting Officer will perform the Final Inspection in the presence of the contractor, and any discrepancies noted shall be corrected within the time specified by the Contracting Officer.

11.4. Final Inspection shall not constitute acceptance of a project unless so stipulated by issuance of a separate acceptance notice.

11.5. The contractor is cautioned to ensure they have completed adequate Quality Control reviews prior to scheduling pre-final or final inspections. In the event the Contracting Officer finds that the project is not ready for the applicable inspection, (too many discrepancies) the contractor may be held liable for the costs of a repeat inspection. If the inspection involves A/E personnel these costs may include additional labor, travel and miscellaneous expenses.

12. DESIGNATION OF TECHNICAL REPRESENTATIVE

The Contracting Officer will appoint a qualified Contracting Officer's Representative (COR) for the purposes of technically administering the contract; however, all matters concerning this contract or any work ordered placed against this contract must first be approved by the Contracting Officer. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

13. CONTRACTOR STAFF AND EMPLOYEES

13.1. Prior to commencing on-site construction, the contractor shall provide the Contracting Officer with a telephone number and FAX number at which the contractor or his representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate attention.

13.2. Supervision. The Government shall not exercise any supervision or control over the contractor employees performing services under this contract; such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.

13.3. Contractor's Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise objectionable.

14. CONTRACTOR OFFICE AND STORAGE

14.1. Parking of contractor vehicles shall be restricted to the contractor's designed on-site area or the work area. The company name shall be prominently displayed on all construction vehicles parked on the job site.

14.2. Security of material storage areas on the job site shall be the responsibility of the contractor. The area shall be kept neat and orderly and free of debris.

15. RECORD DRAWINGS

During construction of a project and on the job site, the contractor shall maintain a completed record of all changes and corrections from the layout shown on the drawings, if applicable. The contractor shall enter such changes and corrections on contract or record drawings promptly, and submit the "red line" drawings to the Contracting Officer upon completion of the project. The record drawings shall indicate all changes and corrections concerning the actual locations of all sub-surface utility lines. In order for the location of these lines and appurtenances to be determined in the event the surface opening or indicators become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of the each run including each change in direction. Valves splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. The Government does not guarantee the accuracy of existing record drawings; it is the contractor's responsibility to verify all as-built conditions.

16. VERIFICATION OF DIMENSIONS

The contractor shall be responsible for the coordination and proper relation of all aspects of the work. He/she shall field verify all dimensions and advise the Contracting Officer of any discrepancies prior to proceeding with any phase of the work. Where exact locations are not given for the positioning of equipment and devices, they shall be positioned to permit easy access for maintenance and for removal and replacement of component parts.

17. SECURITY REQUIREMENTS

Access and General Protection/Security Policy and Procedures. This standard language is for contractor employees with an area of performance within Government controlled installation, facility, or area. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the local installation's Security Forces, Director of Emergency Services or local Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DoD, HAF and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

For Contractors that do not require CAC, but require access to a DoD Facility and/or Installation. 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) (AFI 31-101 and AFI 10-245), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

17.1. The contractor shall comply with all security regulations imposed by the base/post commander and/or agency occupying the space where work is to be performed. Any necessary security clearances shall be obtained prior to commencement of work.

17.2. It is expected that new security requirements to satisfy contractor personal identification requirements in Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," and Federal Information Processing Standards Publication (FIPS PUB) Number 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" are incorporated in the life of this contract. Contractor shall comply with all requirements, at no additional cost to the Government.

17.3. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.

17.4. Contractors shall follow instructions provided by the Security Forces for access to the MS ANG CRTC. If a gate pass is not granted to a contractor allowing the delivery of goods, execution of warranty support, or performance of services please contact the contracting officer. Be sure that all of your employees have the proper ID (drivers license, state ID, immigration card, U.S. Passport, etc.). If they do not have the proper ID, they will be turned away.

17.5. The Prime Contractor and all of its subcontractors will be required to wear orange or lime colored safety vests while performing work on the installation.

17.6. U.S. Government will not be held liable for any delays or breach of contract caused by refusal of the Security Forces to allow entry.

17.7. All prospective contractors MUST be U.S. citizens or MUST have established and maintain legal residence in the U.S., and are authorized by the US government to work in the United States (i.e. Green card, worker authorization, etc.). All prospective contractors MUST have at least one form of U.S. government issued photo identification (drivers license, U.S. passport, U.S. work visa, etc.) for entry to the installation. Security Forces will review any questionable identification documents for determination as to whether or not said identification is authorized for access to the installation.

17.8. All prospective contractors/contractor employees, once it has been established that they maintain the appropriate credential as described in one above, are subject to a Criminal History Check.

17.9. Note: For the purposes of Contracting services, it is implied that, that any and all parties agree to a Criminal History Background Check once entered into any contract. Any documents that are provided and found fraudulent to include, but not limited to driver's licenses, contracting licenses, etc., will result in an arrest and potential termination for default from the contract. All contractors are subject to search in order to obtain entry onto the installation and while working on the installation. Any refusal to submit to a search of their person or vehicle will be deemed as a violent act of aggression against the installation and will be cause for dismissal from the installation and revocation of future privileges and installation access.

17.10. AT Level I Training. This provision/contract text is for contractor employees with an area of performance within a National Guard controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to National Guard installations, facilities and controlled access shall complete AT Level I awareness training. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the Contracting Officer's Representative (COR).

17.10.1. AT Level I awareness training is available at the following website: <https://atlevel1.dtic.mil/at>

18. REGULATIONS

18.1. The contractor shall comply with all applicable Federal, State, Local, DOD, National Guard Bureau, Army and Air Force regulations pertaining to safety, traffic control and fire prevention.

19. TRANSPORTATION, HANDLING AND STORAGE

19.1. The contractor shall coordinate with suppliers and shippers to ensure that incoming materials are properly identified with the contractor's name, contract number and project title. The contractor shall designate an authorized individual to be available to receive shipment. The Government will not provide storage other than that available at the project site.

19.2. Storage of supplies, materials and equipment on the project site shall be accomplished in such a manner so as to prevent mechanical and climatic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material removed from the job site for temporary storage until reuse shall be the responsibility of the contractor.

20. CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS

20.1. At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the Contracting Officer or his designated representative. Upon completion of a project, the contractor shall ensure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the contract or by the Contracting Officer, disposal of debris shall be made at the contractor's expense and shall be delivered to a state approved disposal site located off base. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area (i.e., on nearby runways, ramps or taxiways).

20.2. The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of the contractor. Disposal shall be in accordance with applicable state and local regulations.

21. ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law. Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

22. HAZARDOUS MATERIALS

22.1. Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract.

22.2. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

23. POLLUTION ABATEMENT

23.1. All work shall be performed in a manner minimizing pollution of air, water and land as required.

23.2. Transporting materials to or from the site shall be accomplished in a manner preventing materials or particles from becoming airborne. Earth materials shall be wetted or otherwise protected. Gravel, sand and concrete shall be contained within vehicles to prevent spillage. Tarpaulins must be fastened over load before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the contractor.

23.3. Burning of any material is strictly prohibited.

23.4. Stream beds, lakes, drainage ways, sanitary and storm sewers, etc., shall not be polluted by fuels, oils, bitumen, acids or other harmful materials. Grading shall be accomplished to prevent surface drainage from the construction site containing harmful amounts of sediment from draining onto adjacent areas.

23.5. Flushing of concrete trucks is restricted to the location specifically designed for this purpose by the Contracting Officer's Representative.

23.6. Excess mortar, plaster or drywall materials shall not be disposed of on Government property. Water utilized for plastering or drywall equipment shall be disposed of in accordance with the instructions of the COR, and under no circumstances shall water be disposed of in areas which are planted or scheduled to be planted.

24. COORDINATION WITH GOVERNMENT ACTIVITIES

24.1. If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so must be requested in writing to the Contracting Officer five working days prior to commencing work on the planned interruption and shall be subject to Civil Engineering approval. Written requests for street closing shall be submitted for approval of the Civil Engineer five working days prior to closing the street.

24.2. Work in connection with this contract which requires utility outages, including electrical, water, gas, steam, etc., which will close down or limit (as determined by the Contracting Officer) normal activities in the building, construction area or other affected areas, shall be performed by the contractor at a time other than the regular work period of the organization occupying the facility. Work required by the contractor on a non-standard basis or at premium pay shall be done at no additional cost to the Government. Request for utility outages shall be submitted to the Civil Engineer, in writing five working days prior to commencing work and shall be subject to his/her approval.

24.3. Any temporary construction for facilities used by the contractor for preventing interruption of normal work activity or loss of utility services shall be subject to Contracting Officer's approval.

25. UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices, and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

26. PERFORMANCE EVALUATION OF CONTRACTOR

26.1. As a minimum, the contractor's performance will be evaluated upon final inspection. Any specific requirements for contract quality control and quality assurance by the Government personnel will be defined in the specifications. The contractor will be rated as outstanding, satisfactory or unsatisfactory in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety standards. The contractor will be notified of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be available to all DoD Contracting Officers for their future use.

26.2 Past Performance evaluations will be posted via <https://www.cpars.gov>. It is the responsibility of the contractor to request access to this site.

27. CONTRACTOR QUALITY CONTROL

27.1. The contractor shall comply with the quality control provisions as specified herein. The Contractor shall perform all quality control inspection and/or testing required by this contract unless specifically designated to be performed by the Government. The quality control system consists of plans, workmanship, fabrication, construction, and operations that comply with contract requirements. The system shall cover construction operations, including fabrication both on-site and off-site, and shall be keyed to the proposed construction sequence. If the contractor fails to submit an acceptable quality control plan within the time herein prescribed, the Contracting Officer may refuse to allow construction to start if an acceptable interim plan is not furnished or may withhold funds from progress payments in accordance with the contract clause titled, "Payments under Fixed Price Construction Contracts", until such time as the contractor submits an acceptable final plan.

27.2. Quality Control Plan

27.2.1. General. Upon receipt of the Notice of Contract Award, the contractor's quality control plan (2 copies) shall be submitted for acceptance in accordance with 5.0 (PDF Page 3) of the Statement of Work (SOW).

27.2.2. Acceptance. The Contracting Officer's Representative will review the quality control plan. The contractor shall make such changes and additions as necessary for clarity and completeness as requested by the Contracting Officer's Representative through the Contracting Officer. Acceptance of the contractor's plan is predicated on satisfactory performance during construction. Acceptance is conditional and the Government reserves the right to require the contractor to make changes in quality control plans, personnel and operations to correct deficiencies and to assure contract compliance.

27.2.3. Changes. When the contractor proposes changes in the quality control plan or implementation during construction, the Contracting Officer shall be notified in writing. The contractor shall implement no changes prior to acceptance in writing by the Contracting Officer.

28. SAFETY ASSURANCE

28.1. Compliance with Regulations. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subpart A. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply. The Safety Manual is available at the following web site:

<http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx>

28.2. Contractor Responsibility. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government shall not be held liable for any actions on the part of the contractor, his employees or subcontractors, which result in illness, injury or death.

28.2.1. Inspections, Tests and Reports. The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers and others as required, shall be at the contractor's expense.

28.2.2. Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work shall comply with applicable regulations.

28.2.3. Traffic Control Devices. The contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administration's "Manual on Uniform Traffic Control Devices", 2003 edition with Revision 2 available at <http://mutcd.fhwa.dot.gov/> to ensure proper warnings to motorists and adequate traffic control. The contractor shall provide all warning lights, barricades and other traffic control devices and signs.

29. Reserved.

30. Reserved.

31. PRE-CONSTRUCTION CONFERENCE

Before work commences on this contract, the Contracting Officer will conduct a conference to acquaint the contractor with Government policies and procedures that are to be observed during the execution of the work and to develop mutual understanding relative to the administration of the contract. Contractors and/or major subcontractors shall attend this meeting at no additional cost to the Government.

32. PARTNERING

The Government intends to encourage the formation of cohesive partnerships with the contractors on selected contracts. This partnership will be structured to draw on the strengths of each organization in order to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule, and in accordance with the Plans and Specifications. This partnership between the contractor and the Government will be voluntary and its implementation will not be a part of the contract requirements nor will it result in a change to the contract price or terms.

33. MILITARY REAL PROPERTY DATA – DD FORM 1354

33.1. Contractors shall furnish real property data to the Government for each new construction and/or renovation project awarded, unless otherwise notified. The real property data shall be furnished via DD Form 1354, Transfer

and Acceptance of Military Real Property, or in a format prescribed on the DD Form 1354. The Contractor is responsible for accuracy of data current up to the time of submission.

33.2. For major renovation and/or complex projects, or those expected to exceed 12 months, the Contractor shall furnish real property data no less than on a quarterly basis. Frequency of submission shall be standard throughout the duration of the project. Contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses, due to the volume of data required to be furnished. Upon completion of the project, the Contractor shall furnish a final, comprehensive DD Form 1354.

33.3. DD Form 1354 accounts for zero (5%) of the total contract amount and therefore, zero (5%) be shown on the AF Form 3065 or similar breakdown of costs submitted for payment purposes. Upon acceptance of data by the real property specialist, the contractor may invoice for submission of real property data.

33.4. Contractors should contact 127th Michigan ANG Consolidated Contracting Office with questions pertaining to the DD Form 1354. For construction data assistance, Contractors may consult the COR assigned to the project.

33.5. O&M Manuals for equipment supplied through this contract, shall be provided.

34. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

34.1. This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

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

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

34.1.3. Weather delays will be based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect consideration of these anticipated adverse weather delays in all weather dependent activities.

34.1.4. Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily Contractor Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

34.1.5. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a bilateral modification.

35. The Following is provided to assist in the subcontractor reporting required by 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
AGENCY CODE _____ **57 TAS 3840** _____

36. The Following is provided to assist in submission of WAWF Invoices
PARTIAL PAYMENTS ARE AUTHORIZED FOR THIS ORDER

WIDE AREA WORKFLOW STATEMENT (FEB 2006)

IAW 252.232-7003, all invoices must be submitted via WAWF. It is mandatory that you use this E-Invoicing

system to ensure timely payment of your invoice.

The web site for this system is <https://wawf.eb.mil>. There are no charges to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden. Their number is 1-866-618-5988.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR INVOICES AND ADDITIONAL EMAILS

CORRECTLY THROUGH WAWF.

TYPE OF INVOICE SUBMISSION:

_____	Invoice
_____	Invoice and Receiving Report (Combo)
X	Invoice as 2-in-1 (Services Only)
X	CAGE Code*: Six (6) digit code in Block 14
X	Pay DoDAAC*: Six (6) digit code in Block 27
X	Issue DoDAAC: Six (6) digit code in Block 7
X	Admin DoDAAC*: Six (6) digit code in Block 7
X	Inspect By DODAAC*: Six (6) digit code found at Ship to Address Delivery Information
X	Contracting Officer*: Six (6) digit code in Block 7

Required Fields in WAWF

Contractor: **WAWF will prompt asking for "additional E-mail submissions" after clicking "SIGNATURE".**
The following E-Mail addresses MUST be input in order to prevent delays in processing:

Inspector (COR): justin.reynolds.10@us.af.mil

Contracting Officer: brian.m.davis22.mil@mail.mil

Invoices: damien.battles@us.af.mil ; Erica.harper.1@us.af.mil

The paying office DoDAAC and mailing address can be located on the front of your award. You can easily track your payment information on the DFAS website at <http://myinvoice.csd.disa.mil/index.html>. Your purchase order/contract number or invoice number will be required to inquire status of your payment.

END OF SECTION