

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Repair Ventilator's and Awnings on Magaz FFP Repair Ventilator's and Awnings on Magazines FOB: Destination PURCHASE REQUEST NUMBER: ACQR3891063	1	Project		
NET AMT					

PROJECT RELATED INFORMATION

**PUBLIC WORKS DEPARTMENT JACKSONVILLE
NAVAL AIR STATION JACKSONVILLE, FLORIDA**

Repair Ventilator's and Awnings on Magazines

"New Division 1 specifications, which includes the new safety specifications, are posted on the NAVFAC Southeast Public Portal. The below link takes you directly to the tab where the specifications are located. The posted specifications have been specifically edited for NAVFAC Southeast requirements, but will still require project specific editing. These specifications are identified in the title as "NAVFAC SE VERSION". The use of these NAVFAC Southeast specifications is mandatory for all new projects. Unified Facilities Guide Specifications can be accessed through:

https://portal.navy.mil/portal/page/portal/navfac/navfac_ww_pp/navfac_southeast_pp/about_us:tech_specs "

Any and all earthwork onboard NAS Jacksonville shall require 40 hour OSHA certified personnel.

“OFFERORS ARE ADVISED THAT FUNDING MAY NOT BECOME AVAILABLE. IF FUNDS ARE NOT AVAILABLE, NO AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERORS WILL NOT BE REIMBURSED FOR ANY EFFORT OR PROPOSAL COSTS RESULTING FROM THIS SOLICITATION.”

GENERAL PARAGRAPHS

GENERAL DESCRIPTION:

The contractor shall provide all labor, material, equipment, transportation and supervision necessary to repaint awnings and rooftop ventilators on above ground munition bunkers located at NAS Jacksonville.

WORKING HOURS:

Normal working hours for projects are between 7:00 a.m. until 3:30 p.m., Monday thru Friday, excluding Saturday, Sunday and Federal holidays, unless otherwise specified.

WORK OUTSIDE REGULAR WORKING HOURS:

If the Contractor desires to work outside of regular working hours, or on a Saturday, Sunday or Holiday, he/she shall submit a written application to the Contracting Officer at least 15 calendar days in advance. The Contracting Officer will return their approval or disapproval to the contractor within 5 calendar days.

MINIMUM WAGE RATES:

The minimum wages required to be paid for work under this specification are attached.

DEFINITIONS:

Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference to the drawings accompanying this Specification is made unless stated otherwise. Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Contracting Officer is intended unless stated otherwise. As used herein, "provide" shall be understood to mean "provide complete in place", that is "furnish and install".

Where "replace" is used, it is understood to mean the contractor shall remove and dispose of the existing item and all of its supporting hardware or supplementary components referenced as described and to provide and install a new item in place of the existing item removed.

REGULATORY AND CODE REQUIREMENTS:

All work performed, including disposal of waste/debris, shall comply with the current version (at time of award) of all applicable Federal, State and local requirements of the Environmental Protection Agency (EPA), Occupational Safety & Health Administration (OSHA), NAS Jacksonville Instruction 5090.1, USACE EM 385-1-1 and the International Building Code (IBC).

SUPERVISION:

Have at least one qualified supervisor capable of reading, writing, and conversing fluently in the English language on the job site during working hours. In addition, if a separate Quality Control (QC) representative is required on the contract, then that individual shall also have fluent English communication skills. Most projects of this size and awarded by the Facilities Engineering and Acquisition Division (FEAD) will have a single individual that will function in three capacities of Superintendent, Safety Office and Quality Control Manager. Deviations from this arrangement will be indicated in the Statement of Work section.

PRECONSTRUCTION CONFERENCE:

Prior to construction or demolition start, meet with representatives of the Contracting Officer to discuss and develop mutual understanding relative to administration of the safety programs, environmental issues, safety of building occupants and surrounding area, hazardous materials, waste disposal, construction QC procedures, construction schedule, labor provisions and other construction phase contract procedures.

ORAL MODIFICATION:

No oral statement by any person other than the Contracting Officer will in any manner or degree modify or otherwise affect the terms of this contract. See clause 5252.201-9300, Contracting Officer Authority.

SCHEDULES:

The default schedule required is a Bar Chart. If NAS is required it shall be specified in the Statement of Work section. Within fifteen (15) working days from time of award, prepare and submit to the Contracting Officer for acceptance a Baseline Schedule in the form of a Bar Chart or Network Analysis Schedule (NAS) in accordance with the terms in Contract Clause "FAR 52.236-15, Schedules for Construction Contracts," except as modified in this contract. Acceptance of an error free Baseline Schedule and updates is a condition precedent to processing the Contractor's pay request.

SCHEDULE FORMATS

... Bar Chart Schedule

Bar Chart schedules shall show submittals, government review periods, material/equipment delivery, utility outages, on-site construction, inspection, testing, and closeout activities. The Bar Chart shall be time scaled and generated using an electronic spreadsheet or schedule program. Submit initial and updated schedules in hard copy and electronic media.

... Network Analysis Schedule (NAS)

The Contractor shall use the critical path method (CPM) to schedule and control project activities. Project schedules shall be prepared and maintained using Primavera P6, Primavera SureTrak or current mandated scheduling program. Save files in Concentric P6 or current mandated scheduling program file format, compatible with the Government's version of the scheduling program. Importing data into P6/SureTrak/current mandated scheduling program using data conversion techniques or third party software will be cause for rejection of the submitted schedule. The schedule shall be built as follows:

The Project Schedule shall show submittals, government review periods, material/equipment delivery, utility outages, all on-site construction, inspection, testing, and closeout activities. Government and Contractor on-site work activities shall be driven by calendars that reflect Saturdays, Sundays and all Federal Holidays as non-work days.

With the exception of the Contract Award and End Contract milestone activities, no activities shall be open-ended; each activity shall have predecessor and successor ties.

Each activity shall be assigned its appropriate Responsibility Code indicating responsibility to accomplish the work indicated by the activity, Phase Code and Work Location Code.

Date/time constraint(s) and/or lags, other than those required by the contract, shall not be allowed unless accepted by the Contracting Officer. The Contractor shall include as the last activity in the contract schedule, a milestone activity named "Contract Completion Date". The "Contract Completion Date" milestone shall have a "Mandatory Finish" constraint equal to the contract completion date.

Submit all network analysis and updates in hard copy and on electronic media that is acceptable to the Contracting Officer. Submit an electronic back-up of the project schedule in an import format compatible with the governments scheduling program.

SCHEDULE UPDATES

Update the Construction schedule at monthly intervals or when the schedule has been revised. The updated schedule shall be kept current, reflecting actual activity progress and plan for completing the remaining work. Submit copies of purchase orders and confirmation of delivery dates as directed.

SAFETY REQUIREMENTS:

The provisions of the Department of the Army Corps of Engineers', "Safety and Health Requirements Manual", EM-385-1-1 latest edition shall apply to the work under this contract. OSHA 29 CFR 1910 and OSHA 29 CFR 1926 shall apply.

In addition to the detailed requirements included in the provisions of this contract, work performed shall comply with USACE EM 385-1-1, and federal, state, and local laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

EMR and DART

Neither Contractor nor any subcontractor shall enter into contract with any subcontractor who fails to meet the following requirements. The term subcontractor in the following paragraphs shall mean all subcontractors on the project, whether in contract with the Contractor or any subcontractor.

- a. No subcontractor on the project shall have an effective EMR greater than 1.10 when entering into a subcontract agreement with the prime contractor or a subcontractor at any tier as computed by the National Council on Compensation Insurance (NCCI) or if not available, as computed by the state agency's rating bureau in the state where the subcontractor is registered.
- b. No subcontractor on the project shall have a DART rate calculated from the most recent, complete calendar year greater than 3.0 when entering into a subcontract agreement with the prime contractor or a subcontractor at any tier.
- c. Prime Contractor may submit a written request for additional consideration to the Contracting Officer where the specified acceptable range/rate cannot be achieved for a particular subcontractor whose performance is uniquely critical to the construction project. Relaxation of the range/rate shall only be considered and/or granted on a case-by-case basis for special conditions and shall not be anticipated as tacit approval.

Prior to commencement of the work, the Contractor shall meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to the administration of the safety program.

Accident Notifications

Notify the Contracting Officer 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. A full written report in CIRS/ESAMS shall be completed within 5 work days.

Near Misses:

Contractor shall report to the applicable Government Designated Authority (GDA) all near-misses that occur during

the contract timeframe, through the electronic format provided by the GDA.

Radiation Safety Requirements:

License Certificates for radiation materials and equipment shall be submitted to the Contracting Officer and Radiation Safety Office (RSO), and Contracting Oversight Technician (COT) for all specialized and licensed material and equipment that could cause fatal harm to construction personnel or to the construction project.

In accordance with EM 385-1-1 (appropriate portions):

The Contractor is required to submit for acceptance an Accident Prevention Plan for the project and an Activity Hazard Analysis for each definable feature of work prior to start of work. Work shall not commence until the Accident Prevention Plan and the Activity Hazard Analysis are accepted.

The contractor is required to have at least one qualified superintendent capable of reading, writing, and conversing fluently in the English language on the job site during working hours or whenever work is in progress. If a qualified superintendent is NOT in control of the job site, the work will be shut down and the site secured until corrective measures have been taken and approved by the Contracting Officer. A minimum of two personnel are required on the project whenever work is in progress.

The Contractor shall provide a Safety oversight team that includes a minimum of one (1) person at each project site to function as the Safety and Health Officer (SSHO). The SSHO will typically also function as the project superintendent. The SSHO must meet the requirements of EM 385-1-1 section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. The SSHO or an equally-qualified Designated Representative/alternate shall be at the work site at all times to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.

All weight handling equipment used for suspended loads (e.g. cranes, hoists, Lull's, Forklifts, JLG's, etc., including hydraulic excavators if used for such purposes) will be inspected and approved prior to the commencement of work on NAVFAC job sites. Any crane/hoist work involving critical lifts, including personnel lifts require special attention/review/approval.

The use of fall protection devices, full body harnesses, lanyards, and anchorages shall meet the requirements in the fall protection section of the EM 385 or appropriate OSHA standard, whichever is more stringent.

All confined space work requires inspections and air quality testing/monitoring by a competent person as well as rescue capability.

All excavations require dig permit approval and job specific AHA's relative to trenching depth, soil type, benching/sloping, egress, and rescue provisions as appropriate.

The use of any type of respiratory protection above/beyond the level of "voluntary use" dust masks used for nuisance dust will trigger the need for a site specific Respiratory Protection Program to be included in the accident prevention plan. The site specific plan will include medical evaluations, medical surveillance, and fit testing elements as applicable, whether air purifying or supplied air devices are used.

Energized Work:

Submit Electrical Work Request, Plan of Operations and Electrical AHA 45-days prior to work commencing. Submittals shall comply with NFPA 70E, IEEE C2, and EM 385-1-1 requirements.

Hot Work:

Prior to performing "Hot Work" (e.g., welding, cutting) or operating other flame-producing/ spark-producing

devices, request a written permit from the Fire Division. Contractors are required to meet all criteria before a permit is issued. It is mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on location for the duration of the Hot Work Permit.

SECURITY REQUIREMENTS:

Installation Access:

The contractor shall comply with all NAS JAX security requirements to obtain access to the work area. Ensure that Contractor personnel employed on this Activity become familiar with and obey Activity regulations. Keep within the limits of the work and avenues of ingress and egress. Wear hard hats in designated areas. Do not enter any restricted areas unless required to do so and until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers, and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy Installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Two forms of identification such as a driver's license, social security card, voter's registration, etc., are required when requesting access. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at the vendor's own cost through a designated independent contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy Installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract.

Additional information on the requirements, registration and cost for using the NCACS can be obtained by calling 1-877-727-4342.

Flight-line Access and Ramp Stamp Training:

If the project location is within the boundaries of the Airfield Flight-line these additional security and training requirements apply: "Ramp Stamp" training is required for all personnel that will work inside the flight-line. Ramp Stamp training is approximately 4-hours in length and can be coordinated through the Contracting Officer. The training is taught by the Navy and there is no fee associated with it.

Additionally, personnel who will be driving vehicles onto the airfield will need to obtain a "Flight Line Badge" in addition to the Ramp Stamp. These personnel will be subjected to an additional background screening and credentialing that is totally separate from that which is completed to gain access on the Installation (via NCACS Program). There is no charge for the flight line background screening, but the process may take 90-120 calendar days before approval is obtained.

Fleet Readiness Center Southeast (FRCSE) Access:

Projects within the FRCSE fence line also involve an additional badging process by their command. There is no fee associated with this badging process. An application will be provided to the contractor at the preconstruction meeting and upon completion and submission badges are available within five (5) calendar days.

STORM PROTECTION:

Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize the danger to persons, to the work, and the adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and equipment from exposed locations, and removing or securing scaffolding, securing field trailers and other appropriate equipment and other temporary work.

LOCATION OF UNDERGROUND UTILITIES:

Obtain digging permits prior to start of excavation by submitting the required paperwork to the Contracting Officer 21 calendar days in advance of desired date to commence excavation. Dig Permits shall be maintained and updated by the contractor throughout the duration of the project.

Notify the contracting office at least 48 hours prior to starting excavation work.

CONTRACTOR PRODUCTION REPORT/CONTRACTOR QUALITY CONTROL REPORT:

The Contractor will be required to submit these reports on the forms furnished for this purpose. The forms shall be completed daily and delivered to the Contracting Officer daily. Data to be reported includes data on workers by classification, the move on and move off of construction equipment furnished by the prime and subcontractors or furnished by the Government, and materials and equipment delivered to the site. The contractor is also required to submit certified payrolls for prime and all subcontractors and submit them to the Engineering Technician weekly. (NOTE: This applies to construction contracts only).

INVOICES:

Contractor shall submit invoices electronically through Wide Area Work Flow (WAWF) in accordance with contract clause 5252.232-9301.

Requests for payment will be processed in accordance with the Contract Clause FAR 52.232-27, Prompt Payment Construction Contracts and FAR 52.232-5, Payments Under Fixed-Price Construction Contracts. The requests for payment shall include the documents listed below.

- a. Updated Project Schedule and reports required by the contract.
- b. Contractor Safety Self Evaluation Checklist.
- c. Other supporting documents as requested.
- d. Updated copy of submittal register.
- e. Invoices not completed in accordance with contract requirements will be returned to the Contractor for correction of the deficiencies.
- f. Contractor's Monthly Estimate for Voucher (NAVFAC LANT Form 4-330/110 (New 7/84)) with Subcontractor and supplier payment certification.
- g. Affidavit to accompany invoice (NAVFAC LANT NORVA Form 4-4235/4 (Rev.5/81)).
- h. Materials on Site.

MATERIALS AND WORK:

Materials and work not specifically mentioned herein, but necessary for the proper service, operation or completion of the specified work, shall be furnished without additional cost to the Government. The finished product must be a complete and usable system. Materials and accessories shall be furnished and installed in strict accordance with the specifications, listings and manufacturer's recommendations.

INTERRUPTION OF UTILITY SERVICES:

- a. Make utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and Government holidays. Request outages by notifying Contracting Officer 30 calendar days prior to planned outage date(s).

- b. Ensure that new utility lines are complete, except for the connection, before interrupting existing service.
- c. Interruption to water, sanitary sewer, storm sewer, telephone service, electric service, air conditioning, heating, fire alarm, and other communications infrastructure shall be considered utility cutovers pursuant to the paragraph entitled "Work Outside Regular Hours."

ENVIRONMENTAL SPECIFICATION:

State of Florida (FL)

FL 62-770

FLORIDA ADMINISTRATIVE CODE

Definitions - Petroleum Contaminated Wastes

Surface water, groundwater, soil, or sediment that has the presence of petroleum or petroleum products or their chemical constituents in quantities that exceed the applicable cleanup target levels as stated in FL 62-770.

Environmental Protection Requirements

NAS Jacksonville was placed on the EPA's National Priorities List in December 1989. This is a list of sites in the United States with contaminated soil and/or groundwater. The Navy has been cleaning up these sites for many years but some sites remain contaminated. There are 55 sites at NAS Jacksonville currently on the list, which can be viewed upon request of the Station Environmental office. Contaminated sites are most often identified on the station through the dig permit process. Most earth-disturbing operations in these contaminated sites are allowed provided all workers are properly trained in accordance with OSHA's 29 CFR 1910.120 requirements. Many of these sites have signs indicating specifically where the contamination exists and warning related to the site conditions. Contractors on NAS Jacksonville are required to obey the restrictions identified on these signs, complete the OSHA required training and comply with personal protective equipment requirements.

In addition to 40 CFR 265.16 Employee Training requirements specified elsewhere in this section, the contractor and sub-contractor personnel listed below are required to complete a training course entitled "NAS Jacksonville Environmental Compliance Training" using the internet site developed by the U.S. Navy and Florida Department of Environmental Protection. The course is to be completed 30 days prior to starting work on this project. The web-site address is <http://navfac.ecatts.com>. Personnel required to be trained are superintendents for the prime and subcontractors. The training module is entitled "Military Base Employee or Related Personnel". The Contractor shall maintain a copy of training certificates at the jobsite showing they have completed this course and shall carry a wallet size card demonstrating they have completed this training which will be presented to FDEP personnel upon request.

ECATTS Training

Each Contractor and Sub-contractor performing construction work on this project shall complete "Environmental Compliance Assessment Training and Tracking System (ECATTS)" training. This training is web-based and can be accessed from any computer with Internet access using the following instructions. Contractors shall submit a list of Company Names of all sub-contractors doing work on this Contract Number to the Contracting Officer immediately after award of a contract. This list shall be updated and re-submitted as sub-contracts are awarded.

NAVFAC Southeast's Environmental Compliance Assessment, Training and Tracking System

HOW TO REGISTER FOR NAVFAC Construction TRAINING

1. Log on to <http://navfac.ecatts.com>

2. At the Welcome page, click **Enter**
3. In the New Users box, enter the registration password: **navfac**
4. Enter information requested:
 - ... Name, email
 - ... Create a login ID and password
 - ... Training type(use dropdown menu to find what kind of contractor you are)
 - ... Work location (use dropdown menu to determine work location – (Florida), base, location use drop down menu and select (NAS Jacksonville), It will then ask for Company Name(use drop down menu, if not listed, choose not listed and it will ask for company name) enter company name, contract title, and contract number. If the info is not known at the time, enter any title and any number.
 - ... Check block for “I agree”
 - ... Click on **Register**
5. You are now in ECATTS – Click on “go to your training” click on “go to my training modules” and take the training.

Personnel in the positions listed below shall complete ECATTS Training prior to starting their respective portions of on-site work under this contract. If personnel changes occur for any of these positions after starting work, replacement personnel shall complete ECATTS training within 14 days of assignment to the project.

Prime Contractor

Project Manager
 Project Superintendent
 Quality Control Manager (if applicable)
 Environmental Manager (if applicable, as specified in this specification)

Sub-Contractors

Project Manager (or equivalent office person)
 Superintendent (or equivalent job-site person)

This training has been structured to allow contractors to receive credit under this contract for ECATTS training from previous NAVFAC construction contracts containing these requirements and also to carry forward credit to future contracts. Contractors or sub-contractors shall ensure that all personnel review their training plans for new modules or updated training requirements prior to beginning work. Some training modules are tailored for specific State and installation regulatory requirements; therefore, Contractors working in multiple states or at multiple installations within the same State will be required to re-take modules tailored to the specific location where the contract work is being performed.

Protection of Natural Resources

Remove trees and other landscape features scarred or damaged by equipment operations, and replace in accordance with the NAS Jacksonville Tree Mitigation Plan. Obtain Station Natural Resources Manager approval via the Contracting Officer before removal and replacement.

Control and Disposal of Hazardous Wastes and Universal Wastes

The Contractor shall identify all construction activities which will generate regulated waste/hazardous waste/hazardous debris/industrial waste/ universal waste/paint chips/latex paint/ballasts. The Contractor must provide a documented waste determination for all resultant waste streams. Hazardous waste/debris shall be identified, labeled, handled, stored, and disposed of in accordance with all Federal, State, and local regulations, including 40 CFR 260-268, 40 CFR 273 and the current version at time of award of NAS Jacksonville Instruction 5090.1. Accumulate and store waste in approved DOT containers in accordance with 49 CFR 173 and 49 CFR 178.

Waste generated within the confines of the Government facilities shall be identified as being generated by the Contractor. No hazardous waste shall be brought onto Government property. Provide to the Contracting Officer a copy of the waste determination documentation for any solid waste streams that have the potential to be hazardous waste or contain any chemical constituents listed in 40 CFR 372- Subpart D. For spills, verbally notify the Contracting Officer immediately and call 911.

Wastes above shall be disposed of through PWD Jacksonville and **shall not be taken off station by the contractor**. The contractor shall be responsible for paying all disposal costs in accordance with PWD Jacksonville rates. Air drying containers to render them empty is prohibited.

For waste accumulation areas, submit weekly hazardous waste inspection logs to the Station Hazardous Waste Manager via the Contracting Officer and maintain compliance with 40 CFR 265.15 training requirements. The Contractor shall ensure all containers are kept closed, except when adding or removing waste, that containers remain in good condition and are properly labeled, per 40 CFR 265 Subpart I requirements. Labels will be provided by PWD Jacksonville.

Directional Drilling of Utilities

For projects involving horizontal drilling, the bentonite slurry can be decanted in a lined container or rolloff. Once the water has either evaporated or was disposed in the Station sanitary system, the soil may be placed on station where directed by the Contracting Officer. If the soil/slurry is to be disposed of off station, it must be sampled for rcra metals, voc's, svoc's and tph for Contracting Officer determination of proper disposal location.

Batteries

Dispose of lead acid batteries that are not damaged or leaking at the NAS Jacksonville MWR Recycling Center battery-recycling facility. For lead acid batteries that are leaking or have cracked casings, dispose of the battery by calling PWD Jacksonville for disposal. The management and disposal of waste lead-acid batteries and electrolyte shall comply with requirements for management and disposal of hazardous waste.

Alkaline batteries, non-alkaline batteries, lithium batteries, metal hydride batteries, and nickel-cadmium batteries shall be collected and segregated by type for turn-in to the activity for disposal/recycling.

Mercury Containing Devices

Prior to starting work, remove bulbs, thermostats, switches, and other components that contain mercury. Upon removal, place items containing mercury in DOT approved containers, label and turn over as stated below:

For projects at NAS Jacksonville fluorescent bulbs shall be turned in to PWD JAX for recycling. For projects at FRCSE and Naval Hospital, turn bulbs in to the appropriate environmental office as directed by the Contracting Officer. The management of mercury containing devices shall comply with the requirements for management and disposal of hazardous waste or Universal Waste as applicable. All bulbs will be boxed, stenciled with the word 'spent mercury containing devices for recycling' and the date of accumulation.

Aerosol Cans

Aerosol cans shall not be disposed of as solid waste or construction and demolition debris. Cans shall be collected and disposed of through PWD JAX.

Disposal of Petroleum Contaminated Waste

Dispose of petroleum contaminated waste in accordance with Federal, State, and local regulations. Removal of petroleum contaminated waste from Government property shall not occur without prior notification and coordination with the Contracting Officer.

Contractor Hazardous Material Inventory Log

Submit a copy of the “Hazardous Material Inventory Log”, to the Contracting Officer on the 10th day of each month for the preceding month. (Copies of the station specific forms are included in the preconstruction meeting package).

QUALITY CONTROL PROGRAM:

Contractor shall establish a quality control program to assure adherence to the requirements of this agreement and to report on the installation quality. Quality Control (QC) is the Contractor’s system to control the quality of design, material, equipment and construction. The contractor shall maintain quality control for and inspect all work under the contract. The Quality Control Manager, Superintendent, and Site Safety and Health Officer may be combined.

1. The contractor shall submit a QC Plan for Government review and acceptance. The QC plan shall include the following:
 - a. NAMES, QUALIFICATIONS and RESPONSIBILITIES: For each person in the QC organization (design and construction).
 - b. OUTSIDE ORGANIZATIONS: Outside organizations, including architectural and consulting engineering firms and a description of the services these firms will provide.
 - c. INITIAL SUBMITTAL REGISTER: Include submittal reviewer, estimated date of delivery, and identify which design submittals require Government approval prior to construction.
 - d. TESTING LABORATORIES: Accredited laboratories as applicable.
 - e. TESTING PLAN AND LOG: Tests required, referenced by specification paragraph number requiring the test, frequency, and person responsible for each test.
 - f. LIST OF DEFINABLE FEATURES: A Definable Feature of Work (DFOW) is a task, which is separate and distinct from other tasks, and has the same control requirements and work crews.
 - g. COMMUNICATION PLAN: Provide a plan for key decisions and possible problems the Contractor and Government may encounter during the design phase of the project. Communication Plan shall indicate the frequency of design meetings and what information is covered in those meetings, key design decision points tied to the Network Analysis Schedule and how the DOR plans to include the Government in those decisions, peer review procedures, interdisciplinary coordination, design review procedures, and comment resolution.

2. QC Manager Responsibilities:
 - a. Participate in all meetings pertinent to the contract: the Post Award Kick-off, Partnering, Coordination Meetings and Production Meetings.
 - b. Ensure that no construction begins before construction submittals are approved as required in the QC Plan.
 - c. Immediately stop any work that does not comply with contract plans and specifications, and direct the removal and replacement of any defective work.
 - d. Prepare QC Reports.
 - e. Hold biweekly QC meetings with Superintendent and Government technical team; participation shall be suitable for the phase of work. Submit minutes of meeting.
 - f. Ensure that safety inspections are performed. Attend weekly Toolbox meetings.
 - g. Maintain submittal log.
 - h. Maintain updated as-built drawings on site.
 - i. Maintain testing plan and log. Ensure that all testing is performed per contract.
 - j. Maintain deficiency log on site, noting dates deficiency identified, and date corrected.
 - k. Certify and sign statement on each invoice that all work to be paid under the invoice has been completed in accordance with contract requirements.
 - l. Perform Punch-out and Pre-final inspections, and participate in Final Inspections. Establish list of deficiencies; correct prior to the Final inspection
 - m. Ensure that all required keys, operation and maintenance manuals, warranty certificates, and the As-built drawings are submitted to the Contracting Officer.

3. Use the Three Phases of Control process for construction QC.
 - a. Preparatory Phase: Review all applicable documents for compliance with all applicable laws, codes, regulations, and the requirements of the contract, including contract drawings and specifications. Determine requirements for testing and certification. Review submittal approvals for materials, equipment, shop drawings, and applicable methods of construction and installation. Include all Preparatory Phase items in the QC Report
 - b. Initial Phase: Observe and inspect the initial portion of the work performed under a DFOW to establish the quality of the workmanship, resolve conflicts in construction, ensure that testing is done and certified as required, and to check all work procedures to ascertain the work is in conformance with required safety requirements. Record and report nonconforming work and work not of acceptable quality and requiring correction or rework. Include all Initial Phase items, along with initial phase checklist and, in the QC Report.
 - c. Follow-Up Phase: Occurs at the completion of each DFOW. Ensure the work is in compliance with contract requirements, quality of workmanship for all work is maintained, and all work performed meets safety requirements. Include all Follow-Up Phase items, including date, in the QC Report.
 - d. The QC Manager must possess a current certificate showing successful completion of the NAVFAC Contractor Quality Management (CQM) Training.

SUBMITTALS:

The contractor shall provide submittal information in both hard copy (4-copies) and electronic (via e-mail or CD) formats for review and approval to the Contracting Officer in accordance with UFGS 01 33 00 "Submittal Procedures". All items listed in the submittal section shall be approved by the Contracting Officer prior to ordering, purchasing or installation of any product or material. Additional submittal requirements to those listed below are included in the Statement of Work Section.

The required submittals are as follows:

1. Prior to any work starting on-site the contractor will provide a narrative technical proposal outlining how the contractor will perform the project, how the project will be phased, and what measures will be taken by the contractor so that construction of the project will have minimal affect on the building operations.
2. Schedule
3. Submittal register (initial and subsequent updates with invoice (or as requested))
4. Accident Prevention Plan (and applicable Activity Hazard Analysis)
5. Prime and Subcontractor EMR and DART information
6. QC Plan
7. Environmental Protection Plan (EPP)

After completion of the project and prior to final payment the contractor shall provide the following Close-out Submittals (as applicable):

1. Interim 1354
2. Hazardous Material Log
3. Construction and Demolition Log
4. As-Builts
5. Extended Warranty Information (Roof, Compressors, etc.)
6. O & M Information

STATEMENT OF WORK:

The contractor shall provide all labor, material, equipment, and other incidental work required to complete this project. Other incidental work required includes any and all items necessary to ensure a complete, usable and maintainable final product including the demolition work not specifically stated elsewhere in this Statement of Work (SOW). Work includes, but is not limited to, the following:

1. GENERAL:

This project shall include but not limited to eight above ground munitions bunkers located at NAS Jacksonville Florida. The work shall be done on the following buildings that are located in the Munitions Compound: 320, 321, 322, 332, 333, 334, 335 & 336. Work will include lead based paint (LBP) remediation, prime, and paint on the exterior of each building. New bird control spikes will also be installed to replace the deteriorated existing ones under the soffits of each building. (The color will match that currently on building 320).

Access to the work area is restricted. All contractor personnel shall register with the Weapon's Office prior to starting work and will also need to check in and out on a daily basis.

The project duration is 115-Calendar days.

2. PROJECT INFORMATION:

The following Munition Magazines buildings (321, 322, 332, 333, 334, 335 & 336) will require these tasks. All work shall be completed in accordance with EPA, OSHA, and EM 385-1-1 regulations as it pertains to LBP.

- a- Prepare the areas under and around the awning and the rooftop ventilators for removal of LBP
- b- Hand scrape/wire brush the deteriorated/rusted LBP from the steel framework, supports of the awning as well as rooftop ventilators
- c- LBP shall be properly captured during scraping/brushing process and disposed of in accordance with Station Regulation
- d- Prepare and prime all of the awnings steel framework, supports and ventilators with epoxy primer, prep and spot prime needed areas on the entrance doors/shutters
- e- Paint the awnings steel framework and supports, ventilators and the entrance doors/shutters with two (2) coats of water-based epoxy maintenance coating
- f- Remove the existing bird spikes from under the soffits and replace with new stainless steel bird spike anchoring them as per the manufactures instructions
- g- Munition Magazine building 320 has already been remediated and painted, this magazine shall have these tasks performed:
- h- Paint the entrance doors/shutters with two (2) coats of water-based epoxy maintenance coating
- i- Remove the existing bird spikes from under the soffits and replace with new stainless steel bird spike anchoring them as per the manufactures instructions
- j- The multiple work sites shall be kept in a neat orderly fashion with all debris remove on a daily basis.
- k- All OSHA/EPA applicable safety rules, regulations and directives will be followed.
- l- All material stored on site will be stored in the contractor supplied storage box.

3. Material Specs:

- a- Bird-X or equal Stainless Bird Spikes
Long-lasting polycarbonate and stainless steel material provides maintenance-free protection. Stainless Bird Spikes won't mar the look of

a building. The spikes function as a 'keep-out' sign for birds. The density of stainless steel spikes are branched from the clear polycarbonate base to offer impenetrable coverage. The flexibility of spikes allows mounting on most surfaces and is easy to install with adhesive (not included) Each section of spikes covers two linear feet, and a "spread" or width of up to 6 inches.

b- Rust-Oleum Latex Epoxy or equal

The Water-based Epoxy Maintenance Coating shall be a zero VOC†, zero HAP††, very low odor, two component, water-based epoxy. This water-based epoxy finish is designed for general maintenance use in a moderate industrial environment. It can be used on steel, non-ferrous, concrete, masonry, and previously coated surfaces. The durable epoxy finish is ideal for walls and other surfaces subjected to frequent wash downs and cleaning. On steel surface use a Water-based Epoxy Primer to optimize corrosion protection.

The product used complies with USDA FSIS regulatory sanitation performance standards for food establishment facilities. This coating is impervious to moisture and easily cleaned and sanitized.

The product used meets the Green Seal™ environmental standard for paints and coatings based on performance requirements and reduced use of hazardous substances and reduced volatile organic compounds (VOCs).

4. Lead Based Paint (LBP) Environmental Requirements:

(The following requirements are in addition to those already spelled out in the Environmental Specification provided earlier in this document)

- a- All LBP work shall be completed in accordance with EPA, OSHA and EM 385-1-1 requirements.
- b- A work plan and environmental management plan shall be submitted to the Government for approval prior to commencing work.
- c- All LBP chips and debris shall be collected and disposed of through the Station's "Part B" hazardous waste processing facility.
- d- The Part B facility will provide containers for the contractor to place LBP chips into for disposal.
- e- The Part B facility's rate for hazardous material disposal is **\$1.56/lb.**

(End of Document)

BASE ACCESS SITE INFORMATION

Base access:

The Visitor's form needs to be filled out completely and sent back 2 working days prior to when you need access to the base. Please provide the visitor form to tammy.knox@navy.mil

The SECNAC 5512 Security form is also required if you have not been on base within the last 6 months to a year, you need to fill this out completely and bring it with you when you come to get your Daily Pass at either the Yorktown Gate or the Commercial Gate.

Please insure your visitor forms are presented to tammy.knox@navy.mil not later than April 09, 2015

An organized site visit has been scheduled for--

[April 14, 2015 at 13:00]

Participants will meet at--

[PWD Bldg 27 main lobby (NAS JAX) Naval Air Station Jacksonville, FL 32218]

STATEMENT OF MAGNITUDE

This procurement is a competitive Small Business (SB) Set-Aside 100%.

This is a Firm Fixed Price Solicitation.

Project Magnitude is between \$100,000 and \$250, 000.

The NAICS code for this procurement is 238320. The FSC/SVC code is Z1EA.

The applicable Davis-Bacon Wage Determination
General Decision Number: FL150013 03/20/2015 FL13.

EVAULATION OF QUOTES

The Government will award a contract resulting from this solicitation to the responsible contractor whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following criteria shall be used to evaluate quotes: Price and Past Performance.

Quotations will be evaluated as follows:

The contractor's total proposed price and past performance will be evaluated in accordance with FAR Subpart 13.106-2(b) and 14.408-2.

Contractors responding to this solicitation are advised that, prior to award, the government may request contractors to submit additional information/data to support price reasonableness such as copies of paid invoices for the same or similar items, sales history for the same or similar items, price list with effective date and/or copies of catalog pages along with any applicable discounts. Failure to submit the requested information may result in disqualification of the submitted quote.

SELECTION

The Government will award a contract using the simplified acquisition procedures of FAR Subpart 13.1 to the offeror whose quotation, conforming to the solicitation, offers the lowest price and is determined responsible under FAR Subpart 9.1. The Government reserves the right to not award a contract if a contract award is not in the best interest of the Government.

QUOTE SUBMISSION PROCESS

Quotes may be electronically submitted, faxed or mailed.

Electronic submission is preferred and highly encouraged.

Email/mail to attention Rosalind Whitfield, rosalind.whitfield@navy.mil, fax number (904) 542-5286, hard copy mail, or hand delivered to PWD Bldg. 27 Naval Air Station (NAS) Jacksonville, FL 32218.

All offerors must be registered in the System for Award Management (SAM) database before contract award.

A Bid Bond is required with all offers/quotes in accordance with FAR 52.228-1 BID GUARANTEE (SEP 1996).

Please include fill-in clauses:

FAR 52.204-3, 52.209-5, 52.209-7 , 52.219-1, 52.219-28, 252.219-7009, and 252.209-7992, with your offer/quote.

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	UIC
0001	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-2	Security Requirements	AUG 1996
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-12	Data Universal Numbering System Number Maintenance	DEC 2012
52.204-13	System for Award Management Maintenance	JUL 2013
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-1	Qualification Requirements	FEB 1995
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.213-1	Fast Payment Procedure	MAY 2006
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	JUL 2013
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009

52.222-54	Employment Eligibility Verification	AUG 2013
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-5	Trade Agreements	NOV 2013
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
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
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-24	Prohibition of Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-27	Prompt Payment for Construction Contracts	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.236-2	Differing Site Conditions	APR 1984
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
52.236-12	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

52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2013
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-5	Familiarization With Conditions	APR 1984
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.248-3	Value Engineering-Construction	OCT 2010
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
52.249-2 Alt II	Termination For Convenience Of The Government (Fixed Price) (Apr 2012) - Alternate II	SEP 1996
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
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7998 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation. (DEVIATION 2015-O0010)	FEB 2015
252.203-7999 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-O0010)	FEB 2015
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAY 2013
252.204-7006	Billing Instructions	OCT 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial

Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

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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 contract award date, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 115 days after date of award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ 200.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

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52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DO-C2 rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (July 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013).

(vii) 52.233-1, Disputes (JUN 2008).

(viii) 52.244-6, Subcontracts for Commercial Items (July 2013).

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xi) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

(IFAR: <https://farsite.hill.af.mil>, <http://www.arnet.gov/far>;

DFAR: <http://www.acq.osd.mil/dpap/dars/index.html>;

NMCARS: HTTP://ACQUISITION.NAVY.MIL/POLICY_AND_GUIDANCE/NMCARS_NMCAG;

NFAS: <HTTP://ACQ.NAVFAC.NAVY.MIL>

nsert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject

to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

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52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor. (1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal--

(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

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

Added value means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

Subcontract means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor, as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;

- (1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and
- (2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.
- (e) Access to records. (1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.
- (2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.
- (f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Applicability. This clause applies only to--
- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
- (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).
- (c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for

at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(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
17.1%	15%

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 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 **Duval County, Jacksonville, Florida**.

(End of provision)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEP 2010)

(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);

(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 section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), 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 the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act 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.

(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 Act 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 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 Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(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) \1\
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)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

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

Performance and Payment Bond.

(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)

52.232-18 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)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **[FIFTEEN (15%) insert the appropriate number in words followed by numerals in parentheses]** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

[April 14, 2015 at 13:00]

(c) Participants will meet at--

[PWD Bldg 27 main lobby (NAS JAX) Naval Air Station Jacksonville, FL 32218]

(End of provision)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

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

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):

FAR: <https://farsite.hill.af.mil>, <http://www.arnet.gov/far>;
DFAR: <http://www.acq.osd.mil/dpap/dars/index.html>;
NMCARS: HTTP://ACQUISITION.NAVY.MIL/POLICY_AND_GUIDANCE/NMCARS_NMCAG;
NFAS: <HTTP://ACQ.NAVFAC.NAVY.MIL>
Insert one or more Internet addresses]

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

_FAR: <https://farsite.hill.af.mil>, <http://www.arnet.gov/far>;
DFAR: <http://www.acq.osd.mil/dpap/dars/index.html>;
NMCARS: HTTP://ACQUISITION.NAVY.MIL/POLICY_AND_GUIDANCE/NMCARS_NMCAG;
NFAS: <HTTP://ACQ.NAVFAC.NAVY.MIL>

[Insert one or more Internet addresses]

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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 Central Contractor Registration at <https://www.acquisition.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.

(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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

1) Document type. The Contractor shall use the following document type(s).

Progress Payment
Navy Construction/Facilities Management Invoices

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

"Not Applicable"

(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*

Field Name in WAWF	Data to be entered in WAWF
--------------------	----------------------------

Pay Official DoDAAC..... N68732

Issue By DoDAAC..... N69450

Admin DoDAAC..... N44226
 Inspect By DoDAAC..... N44226
 Ship To Code..... N44226
 Ship From Code..... "Leave Blank"
 Mark For Code....."Leave Blank"
 Service Approver (DoDAAC).... N44226
 Service Acceptor (DoDAAC).... N44226
 Accept at Other DoDAAC: "Leave Blank"
 LPO DoDAAC..... N44226
 DCAA Auditor DoDAAC..... "Leave Blank"
 Other DoDAAC(s)..... "Leave Blank"

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) 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.

Inspect (ET)	robert.w.ashley2@navy.mil
Accountable Official (CM)	william.yun@navy.mil
Operations Assistant (OA)	rachel.p.miller@navy.mil
Activity Fund Administrator (KO)	rosalind.whitfield@navy.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.

Rachel Miller, rachel.p.miller@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

FAC 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a change in work to be performed or increases in the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

FAC 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within 10 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

 A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

 X A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

FAC 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

FAC 5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

FAC 5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

When available, the Government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the contractor. Information concerning the location of existing outlets may be secured from the OIC. The contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electric
Water
Compressed Air

Contractor Furnished Utilities. In the event that the Government is unable to provide the required types of utilities, the contractor shall, at his expense, arrange for the required utilities.

Contractor Energy Conservation. The contractor shall be directly responsible for instructing employees in utilities conservation practices. The contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

- a. Lights shall be used only in areas where and at the time when work is actually being performed.
- b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines. Telephone lines for the sole use of the contractor will not be available. Government telephones shall not be used for personal reasons.

Contractor Availability. The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the contractor or his representative be available to a toll free telephone 24 hours per day, seven days per week, including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change.

FAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

_____ The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

_____The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

FAC 5252.245-9302 LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government-owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph.

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under "Permits and Responsibilities," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause.

DAVIS-BACON WAGE DECISION

General Decision Number: FL150013 03/20/2015 FL13

Superseded General Decision Number: FL20140013

State: Florida

Construction Type: Building

County: Duval County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	02/06/2015
2	03/20/2015

ENGI0673-002 05/01/2013

	Rates	Fringes
OPERATOR: Concrete Pump, Truck Mounted		
Trailer Type.....	\$ 19.52	9.05
With Boom.....	\$ 22.70	9.05
OPERATOR: Crane		
Gantry Crane & Bridge Crane..	\$ 22.70	9.05
Tower Crane; Locomotive Crane; Crawler Crane;		
Truck Crane; & Hydro Crane..	\$ 23.50	9.05
OPERATOR: Mechanic.....	\$ 23.50	9.05
OPERATOR: Oiler.....	\$ 19.52	9.05
OPERATOR: Boom Truck		
Boom Truck.....	\$ 23.50	9.05

* IRON0597-003 02/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL AND REINFORCING.....	\$ 22.26	9.10

PAIN0164-003 08/01/2014

	Rates	Fringes
PAINTER, Includes Brush, Prep Work, Roller, Spray, and Steel (Excludes Drywall Finishing/Taping).....	\$ 17.50	8.83

PLUM0234-008 08/31/2014

	Rates	Fringes
PIPEFITTER (Including HVAC		

Pipe Installation).....\$ 26.64 12.30

 PLUM0234-009 08/31/2014

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 26.64	12.30

 SHEE0435-005 07/01/2014

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 22.52	14.12

A: Holiday: 3% of the employee's regular rate of pay times
 the number of hours worked (excluding fringe benefit
 contributions), with the first effective holiday beginning
 Memorial Day, 2008.

 SUFL2009-009 05/22/2009

	Rates	Fringes
BRICKLAYER.....	\$ 18.93	0.00
CABINET INSTALLER.....	\$ 10.00	1.46
CARPENTER, Includes Acoustical Ceiling Installation, and Form Work (Excludes Cabinet Installation, and Drywall Hanging).....	\$ 16.33	3.62
CEMENT MASON/CONCRETE FINISHER...	\$ 12.00	0.91
DRYWALL FINISHER/TAPER.....	\$ 14.50	0.31
DRYWALL HANGER.....	\$ 14.33	0.00
ELECTRICIAN.....	\$ 18.00	0.00
FENCE ERECTOR.....	\$ 11.08	0.00
GLAZIER.....	\$ 13.96	0.00
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 14.85	2.14
INSTALLER - DRAPERY BLINDS.....	\$ 12.13	0.00
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03
IRONWORKER, STRUCTURAL.....	\$ 15.50	0.00

LABORER: Asphalt Raker.....	\$ 10.17	0.00
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 9.48	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 10.75	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.66	1.90
LABORER: Pipelayer.....	\$ 8.75	0.35
LABORER: Roof Tearoff.....	\$ 8.44	0.00
LABORER: Landscape and Irrigation.....	\$ 10.37	0.68
OPERATOR: Asphalt Spreader.....	\$ 10.87	0.00
OPERATOR: Backhoe/Excavator.....	\$ 13.15	0.00
OPERATOR: Bulldozer.....	\$ 15.01	0.00
OPERATOR: Distributor.....	\$ 13.50	0.00
OPERATOR: Forklift.....	\$ 13.50	0.00
OPERATOR: Grader/Blade.....	\$ 13.73	0.00
OPERATOR: Loader.....	\$ 12.20	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.12	0.00
OPERATOR: Roller.....	\$ 10.57	0.00
OPERATOR: Screed.....	\$ 10.73	0.00
OPERATOR: Tractor.....	\$ 9.92	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PLASTERER.....	\$ 16.50	0.00
ROOFER (Installation of Metal Roofs Only).....	\$ 14.26	0.59
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....	\$ 15.00	0.00
SPRINKLER FITTER (Fire		

Sprinklers).....	\$ 17.00	1.34
TILE SETTER.....	\$ 15.57	1.74
TRUCK DRIVER: 4 Axle Truck.....	\$ 11.25	0.00
TRUCK DRIVER: Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.18	0.00

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

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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