SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. FA5004-09-R-C009	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	3. DATE ISSUED 29-Apr-2009	PAGE OF PAGES 1 OF 32

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY CODE FA5004	8. ADDRESS OFFER TO (If Other Than Item 7) CODE
354 CONTRACTING SQUADRON ISSUING OFFICE 354 BROADWAY ST, UNIT 5B LGCA - CONSTRUCTION EIELSON AFB AK 99702-1801	**See Item 7**
TEL: 907-377-2464 FAX: 907-377-2547	TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	JORDAN J. OMSTEAD	907-377-6895

SOLICITATION

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

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

1. See Schedule
2. Enter prices in Section B of this solicitation.
3. Faxed and electronic proposals will not be accepted.
4. The magnitude of this project is between $500,000 and $1,000,000.
5. Offerors shall be registered in the Central Contractors Registration (CCR) in order to receive award. Contractors can register via the internet at www.ccr.gov.
6. Offerors shall be registered on the Online Representations and Certification Applications (ORCA) site in order to receive award. Contractors can register via the internet at https://orca.bpn.gov
7. See contract clause 52.236-27 Alt 1 for information concerning site visit.
8. All offerors are reminded to complete Section K.
9. Notice to offeror: Funds are not presently available for this project. No award will be made under this solicitation until funds are available. The government reserves the right to cancel this solicitation, either before or after the closing date.
10. This project is advertised under the American Recovery & Reinvestment Act. Any iron, steel or manufactured goods not produced in the US must be pre-approved. See section L for instructions on submission of non-US materials/products.

11. The Contractor shall begin performance within 10 calendar days and complete it within 150 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. (See Section F .)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) [X] YES [ ] NO	12B. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 03:00 PM (hour) local time 02 Jun 2009 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [X] is, [ ] is not required.

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

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER ***(Must be fully completed by offeror)***

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)* **See Item 14**
CODE / FACILITY CODE	

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

AMOUNTS	SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE										

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

AWARD ***(To be completed by Government)***

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY: CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31A. NAME OF CONTRACTING OFFICER *(Type or print)* TEL: EMAIL:	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1			
	Replace Power Plant Coal Crushers/Chutes FFP Provide all labor, tools, materials, equipment, supervision and perform all work in conformity with the drawings and specifications for Clear AFS. FOB: Destination SIGNAL CODE: A				
				NET AMT	

Section E - Inspection and Acceptance

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

CLAUSES INCORPORATED BY REFERENCE

52.246-12	Inspection of Construction	AUG 1996

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	150 dys. ADC	1	13 SWS/CEA-2 - F1UG13 JAMES STALTER 200 A ST, STOP 40013 BLDG #111 CLEAR AFS AK 99704-0013 585-6343 FOB: Destination	F1UG13

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 150 days after Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

SECTION G
Section G - Contract Administration Data

CONTRACT ADMINISTRATION
a. Following award, this contract will be administered by the 354th Contracting Squadron. The name, address, telephone number, and fax number of the Contracting Officer is:

Gerald F. Jacobs
354 CONS/LGCA
354 Broadway Ave Unit 5B
Eielson AFB, AK 99702

Phone: (907) 377-2464
Fax: (907) 377-2547
gerald.jacobs@eielson.af.mil

b. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

c. Contractual problems, of any nature, which might occur during the life of the contract must be handled in accordance with very specific public laws and regulations (e.g. Federal Acquisition Regulation), and must be referred to the Contracting Officer for resolution. Only the Contracting Officer is authorized to formally resolve such problems. Therefore, the Contractor is directed to submit all such contractual problems to the immediate attention of the Contracting Officer.

d. Any request for contract changes/modifications shall be submitted to the Contracting Officer.

e. All correspondence concerning this contract, such as requests for information, explanation of terms, and contract interpretations, shall be submitted to the Contracting Officer.

DESIGNATION OF TECHNICAL REPRESENTATIVE

The Clear Air Station Civil Engineer, or his authorized representative, is designated as the Contracting Officer's Representative (COR) for the purpose of technical surveillance of workmanship and inspection of materials for work being performed under this contract. This clause in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

POST-AWARD/PRE-PERFORMANCE CONFERENCE

A pre-performance conference in accordance with FAR Clause 52.236-26, "Pre-construction Conference," in Section I shall be scheduled by and held at the office issuing this solicitation prior to the commencement of any work under the contract which will be awarded as a result of this solicitation and offer. The contractor or his duly authorized representative shall be required to attend the pre-performance conference.

ELECTRONIC INVOICING, SUPPLEMENTAL INFORMATION – CONSTRUCTION

1. IAW DFARS 252.232-7003, Electronic Submission of Payment Requests, Eielson AFB is set up to receive electronic invoices through Wide Area Work Flow (WAWF). WAWF significantly accelerates all aspects of the invoicing process by removing the need for paper copy transmission of documents (i.e., faxes). In addition, contractors using WAWF will be able to check on the status of submitted invoices by simply logging into the WAWF website.

2. Electronic submission of invoices is required unless an exception at DFARS 232.7002 is met. Any request to submit a non-electronic invoice IAW DFARS 232.7002(6)(i) must be submitted in writing to the Contracting Officer and shall state why the Contractor is unable to submit an electronic invoice.

3. Contractors may self register with WAWF by logging onto the website: https://wawf.eb.mil/.

4. If a Preconstruction Conference (PRECON) is held, additional information on invoicing via WAWF will be provided during this meeting.

5. Before invoicing in WAWF, the contractor must submit an AF Form 3065 for government review and approval. The government will review and return the AF Form 3065 as either approved or disapproved. The contractor may submit an invoice only after receiving approval on the AF Form 3065. Any invoice submitted prior to government approval of the AF Form 3065 will be immediately disapproved.

6. Use the information below when submitting an invoice in WAWF

Invoice Type: Construction Invoice
Admin DoDAAC: FA5004
Contracting Officer: F1U3TR
Paying Official DoDAAC: F67100

The use of extensions is not necessary and may result in delays and/or rejection of invoices

SECTION H
Section H - Special Contract Requirements

1. BONDING REQUIREMENTS

a. Bid Bond. Each offeror shall submit, with its proposal, a bid (offer) guarantee in the form of a Bid Bond (SF 24) with good and sufficient surety or sureties acceptable to the Government, or other security as described in FAR 52.228-1, Bid Guarantee. The required amount of the bid gaurantee is twenty percent (20%) of the proposal price. The penal sum of a Bid Bond may be expressed in terms of a percentage of a bid price or as a stipulated monetary amount. When the penal sum is expressed as a percentage, a maximum dollar limitation may be stated.

b. Performance and Payment Bonds. In accordance with the Miller Act (40 USC 2701-270f), the offeror to whom award is made shall, within ten (10) Calendar days after date of award, furnish a performance bond (SF 25) and a Payment Bond (SF 265a), each with a good and sufficient surety or sureties acceptable to the Government. The penal sum of the performance and payment bonds shall equal one hundred percent (100%) of the contract price. If the contract price increases by modification to the contract, an additional amount equal to one hundred percent (100%) of the increase will be required.

2. REQUIRED INSURANCE (IAW FAR 28.306(b))
Reference FAR Clause 52.228-5, Insurance Work on a Government Installation, the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract:
a. Workers' compensation and employer's liability Insurance: $100,000
b. General liability: $500,000 per occurrence.
c. Automobile liability: $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

3. STATE/LOCAL REQUIREMENTS

Within 15 days of becoming employed in the State of Alaska, an out of state vehicle must be registered in Alaska and bare Alaska license plates.

4. FIRE SAFETY REQUIREMENTS

The Contractor shall obtain a permit from the Base Fire Department prior to conducting any welding or soldering or whenever the use of open flame is necessary during the construction phase. The Contractor and his employees will be required to adhere to any AFOSHA and OSHA requirements.

5. SEATBELTS

The wearing of seatbelts by operators and passengers of all privately owned and Government vehicles, excluding motorcycles, is mandatory whenever the vehicle is in motion on a military installation. The failure by any occupant of a vehicle to comply with this requirement will result in denial of entrance to the station. Violation of this requirement by any occupant of a vehicle traveling on Clear Air Station will result in the driver of the vehicle losing his/her driving privileges on Clear Air Station as follows: First offense: a 7 day suspension; Two (2) seatbelt violations within a 12-month period: 60 days suspension; Three (3) seatbelt violations within a 12-month period: 6 month suspension. In accordance with Alaska Statute 28.05.011 (13 AAC 04.270), certain older vehicles may be legally operated despite the unavailability of seatbelts in the vehicle. State law and the U.S. Department of Transportation require, however, that every passenger car manufactured after 1 January 1965 must be equipped with lap seat belts for use by the driver and one other front seat position. Drivers operating vehicles manufactured after

the dates described above and which have had the lap or shoulder belts removed or otherwise rendered inoperable are not exempt from the base seatbelt requirement.

6. WORK SCHEDULE

a. Working hours for the Contractor will be between the hours of 7:00 am through 7:00 pm at Eielson AFB excluding Saturdays, Sundays, and Federal holidays. The following federal holidays are observed at Clear Air Station:

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

b. If the Contractor desires to work during periods other than the above, additional Government inspection forces may be required. The Contractor must request permission to work outside the normal work schedule no later than three days in advance of his intention to work during other periods to allow assignment of additional inspection forces when the Contracting Officer determines that they are reasonably available. If such force is reasonably available, the Contracting Officer may authorize the Contractor to perform work during periods other than normal duty hours/days; however, if inspectors are required to perform in excess of their normal duty days solely for the benefit of the Contractor, the actual cost of inspection at overtime rates may be charged to the Contractor. These adjustments to the contract price may be made periodically as directed by the Contracting Officer.

7. WEATHER CONDITIONS

Historical climate conditions for Clear Air Station can be found on the World Wide Web at http://www.wrcc.dri.edu/summary/climsmak.html. Offerors are encouraged to review the data for Clear Air Station, Alaska prior to proposal submission.

8. REQUIRED DATE FOR MATERIAL SUBMITTAL/SHOP DRAWINGS

a. Material submittals as required by Section I, Clause 52.236-5 entitled "Material and Workmanship", and shop drawings as required by Section I, Clause 52.236-21 entitled "Specifications and Drawings for Construction", are listed on "Schedule of Material Submittals" attachment.

b. Contractor shall submit shop drawings and material submittals in accordance with the contract or as otherwise directed by the Contracting Officer.

c. All shop drawings and material submittals shall be prepared and submitted in accordance within this Section entitled "Material Approval Submittal Form".

d. In the event the Contractor cannot meet the established dates for submission of material submittals or shop drawings, he will advise the Contracting Officer verbally and in writing and arrange a mutually acceptable date that will not delay progress of the work.

9. MATERIAL APPROVAL SUBMITTAL FORM (AF FORM 3000)

a. All materials and articles requiring approval, as contemplated by the Materials and Workmanship clause shall be submitted by the contractor, by means of AF Form 3000. The contracting officer shall establish a suspense date on action to be taken on submittals and retain the fourth copy for necessary follow-up action.

b. In so far as practical and before commencement of work, the contracting officer shall inform the contractor of the materials or articles requiring approval.

10. CONTRACT PROGRESS SCHEDULES AND REPORTS FOR CONSTRUCTION CONTRACTS

a. AF Form 3064, Contract Progress Schedule, shall be used to satisfy the requirements of the Schedules for Construction Contracts clause (FAR 52.236-15). Upon submission of the initial AF Form 3064, the Contracting Officer and Civil Engineer shall carefully evaluate the percentage of the total job assigned to each work element. Particular attention shall be devoted to those elements to be performed in the early stages of the effort to preclude overstatement that would result in an imbalance in payments and exceed the value of work performed. Work elements shall be limited to those tasks, which will indicate the progress of the work and which, may be readily identified and measured by personnel monitoring the contractor's progress. Normally the percentage factors of each work element should be related to the total value of the contract. This may vary, however, depending on the percentage factor the Contracting Officer chooses to assign for materials stored on-site. Consideration for materials stored on-site should be limited to major high cost items. It is not the policy of the Air Force to pay the contractor for miscellaneous low dollar value items prior to installation. Payment will not be made for materials stored off-site. Payments for materials in advance of installation are at the discretion of the Contracting Officer and will be substantiated with paid invoices. The Government does not guarantee that any material payments will be made.

b. AF Form 3065, Contract Progress Report, shall be used to satisfy the requirement of periodic progress reporting by one of the following methods, at the discretion of the Contracting Officer:

1. Separate reports covering the same period will be prepared by the contractors and by the Civil Engineer or their designees.
2. The contractor shall prepare the report and route it through Civil Engineering. The Civil Engineer or their designees shall review the report and make necessary comments and forward it to the base contracting office for action.
3. Appropriate action shall be taken to resolve any significant variances of five percent or more in the percent of progress reported by the contractor and the Civil Engineer.

c. Appropriate revisions shall be made to the existing AF Form 3064, or a revised form obtained, whenever a contract modification causes a change in the original progress schedule. A revised AF Form 3064 shall be obtained whenever the performance period is extended for 60 days or more. Upon completion of the contract, the actual completion date shall be entered on the AF Form 3064 and the form, together with all supporting copies of AF Form 3065, shall be filed as permanent records.

d. Work elements entered in column B of the AF Form 3064 shall be limited to those tasks which will indicate the progress of the work under the contract, and which may be readily identified and measured by personnel monitoring the contractor's progress. Such elements as preparatory work, supervision, administration, mobilization, demobilization, and cleanup may be considered as appropriate entries when they represent actual progress upon which the Contracting Officer may make a decision regarding approval or disapproval of the contractor's payment estimates.

11. INTERRUPTION OF UTILITY SERVICES

The Government may not be held responsible for interruptions of utility service and will not be liable for contractor delays, damages, or increased costs occasioned by any such interruption of service.

12. UTILITY SERVICES

The Contractor will be required to participate in all Air Force energy conservation programs. Utility services furnished to the contractor by the Government from the Government's existing system outlets and supplies will be at no cost to the Contractor, but see contract clause titled FAR 52.236-14, "Availability and Use of Utility Services," in Section I.

13. DAMAGE TO UTILITIES

The contractor shall be responsible for any and all damages to accurately marked utilities resulting from its operations. Further, the contractor shall be held liable for all costs associated with such damages. Such costs include not only the costs to properly repair the damaged utility, but also any direct costs incurred by the government to provide emergency response to the site, as well as for any other monetary losses. Such loss may also include the value of loss of productivity experienced by the government due to loss of power and /or facility evacuation arising from the utility damage.

14. DEWATERING PERMIT

The contractor is required to comply with current applicable permits, state regulations, and requirements for any dewatering operations. Specifically, the contractor is required to comply with Alaska Wastewater Disposal Permit No. 9440-DB002 governing dewatering activities, which is hereby incorporated by reference into this contract. In accordance with the subject permit, wastewater discharged or diverted from any construction activity such as culvert placement, gravel mining, bridge construction, and building construction must comply with Alaska Water Quality Standards as well as the limitations in Permit No. 9440-DB002. In addition, the contractor is required to notify the State of Alaska at least two weeks before discharging any water from the construction site when the total volume of water to be discharged or moved exceeds 500,000 gallons. This notification must meet the requirements of Appendix A, Section I of Permit 9440-DB002. Nothing in this section relieves the contractor of its obligation under the Federal Acquisition Regulation Permits and Responsibilities Clause to comply with all applicable environmental standards and laws.

15. FINAL INSPECTION

Final Inspection will be conducted during the period of Monday through Friday between 0800 hours and 1600 hours. The Contractor must notify the Contracting Officer in writing a minimum of five (5) calendar days prior to completion date. Final Inspection falling due on weekends, legal holidays, and 354th Wing down days will be postponed to the following workday.

16. TELECOMMUNICATIONS MONITORING AND ASSESSMENT PROGRAM (TMAP)(IAW AFI 33-219)

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

17. HAZARDOUS MATERIAL REPORTING

a. The contractor shall submit an initial Hazardous Material Report within 10 calendar days after award, to the Base Contracting Office. Hazardous material is defined as any material that requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200 and Federal Standard 313c, paragraph 3.3. This initial Hazardous Material Report will be reviewed and annotated by the Base Bioenvironmental Office to identify which hazardous materials shall be tracked and reported by the contractor in a Hazardous Material Usage Report, discussed later.

b. The initial Hazardous Material Report will be returned to the contractor within 30 calendar days after submission. The initial Hazardous Material Report shall include the following information and follow the format indicated below:

1. Hazardous Material Product Name
2. MSDS Serial #, Estimated quantity that will be stored and used on Eielson AFB, in direct support of contract performance for the calendar year.

c. The contractor shall submit an annual Hazardous Material Usage Report for hazardous material used in direct support of contract performance at Clear Air Station. The report shall show:
1. Maximum quantity of hazardous material stored on Clear Air Station
2. Quantity used on Clear Air Station
3. Quantity removed from Clear Air Station.

This report is due to the Base Contracting Office within 20 calendar days after completion of the contract or within 20 calendar days after 31 December of each calendar year, whichever comes first. The annual Hazardous Material Report shall include the following information and follow the format indicated below:
Hazardous Material Product Name, MSDS Serial #, the Total Quantity of the hazardous material that was stored on Clear Air Station during the calendar year, Total Quantity used on Clear Air Station during the calendar year, and the Total Removed from Clear Air Station at the completion of subject contract.

18. DYNAMIC SMALL BUSINESS SEARCH PROGRAM

All contractors are requested to utilize the Dynamic Small Business Search Program to assist them in obtaining resources to meet their contractual requirements. Dynamic Small Business Search is an electronic gateway of procurement information – for and about small businesses. It is a search engine for Contracting Officers, a marketing tool for small firms and a "link" to procurement opportunities and important information. It is designed to be a "virtual" one-stop-procurement-shop. Dynamic Small Business Search is an Internet based database of information on small, disadvantaged, 8(a) and women-owned businesses. It is free to federal and state Government agency as well as prime and other contractors seeking small business contractors, subcontractors and/or partnership opportunities. The SBA home page address is: http://dsbs.sba.gov/dsbs/dsp_dsbs.cfm.

19. INVESTIGATION OF DAMAGE OR INJURY

The United States Government will have the right to conduct an investigation, or participate in the Contractor's investigation, of any damage or injury to United States Government property, equipment or personnel.

20. CONSTRUCTION EQUIPMENT

Equipment and vehicles to be used on base shall be safe and in good operating condition. The Contracting Officer, or authorized representative, reserves the right to inspect any on-base equipment and reject such equipment if he/she considers it unsafe, in poor operating condition, or inappropriate for work. Contractor must notify the Contracting Officer of any Contractor equipment that is broken down on roads. Every effort should be made to move broken down equipment to the nearest parking lot before leaving it.

21. CELL PHONE USE IN VEHICLES

Contractors operating motor vehicles on all PACAF installations WILL NOT use cell phones unless the vehicle is safely parked or they are using a hands-free device. Violation of this policy will result in loss of on-base driving privileges for 30 days.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
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	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	APR 2009
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
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	FEB 1988
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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
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	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2008
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	FEB 2009
52.246-21	Warranty of Construction	MAR 1994
52.248-3 Alt I	Value Engineering-Construction (Mar 1989) - Alternate I	APR 1989
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
5352.242-9000	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS	AUG 2007

CLAUSES INCORPORATED BY FULL TEXT

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(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.

(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 clause)

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):

http://farsite.hill.af.mil

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

Attachment JA-1

(End of clause)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JAN 2009)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(a) 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(b) 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Pub. L. 110-329, Division E, Section 108).

(c) 252.246-7003 Notification of Potential Safety Issues.

(d) 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

(e) 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

5352.201-9101

OMBUDSMAN (AUG 2005)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen,

354 Contracting Squadron
Attn: Maj James O'Quinn and/or Contracting Commander
354 Broadway Street, Unit 5B
Eielson AFB, AK 99702
Phone: 907-377-2441
Fax: 907-377-4647
E-mail: 354cons.cc@eielson.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

SECTION J

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS
(All listed attachments are at the end of this document)

FORM NR	TITLE	PAGES
JA1.	SPECIFICATIONS	49
JA2.	SCHEDULE OF WAGE RATES (AK080001, Dated 17 April 2009)	12
JA3.	PAST PERFORMACE QUESTIONAIRE	4
JA4.	FINANCIAL INSTITUTION REFERENCE SHEET	1
JA5.	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	1
JA6.	SCHEDULE OF MATERIAL SUBMITTALS, AF66	5

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.236-28	Preparation of Proposals--Construction	OCT 1997
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237130

(2) The small business size standard is $33,500,000.00

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(__) Paragraph (d) applies.

(__) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business).This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

------(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

------(iii) 52.219-22, Small Disadvantaged Business Status.

------(A) Basic.

------(B) Alternate I.

------(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

------(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

------(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

------(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

---X---(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

------(ix) 52.227-6, Royalty Information.

------ (A) Basic.

------ (B) Alternate I.

------(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifyingchange by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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
18%	3.5%

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 Alaska.
(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

_____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Offerors

DISCLOSURE OF THE MAGNITUDE OF CONSTRUCTION PROJECTS (IAW FAR 36.204)

The estimated amount for this project is between $500,000 and $1,000,000.

LABOR STANDARDS FOR CONTRACTS INVOLVING CONSTRUCTION (IAW DFARS 222.4)

Offerors are cautioned to check labor union practices in the area as concerns labor classification in construction projects which may affect bidding.

PROPOSAL PREPARATION INSTRUCTIONS

A. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of two (2) separately bound parts, **Part I** - Price Proposal, and **Part II** - Past Performance Information.

B. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

C. Specific Instructions:

1. **PART I – PRICE PROPOSAL** - *Submit original and one (1) copy*

(a) Complete blocks 14 through 20c of the RFP Section A, (SF 1442). In doing so, the offeror accedes to the contract terms and conditions as written in the RFP Sections A through K. These sections constitute the model contract.

(b) Insert proposed unit prices in Section B for each Contract Line Item Number (CLIN). The extended amount must equal the whole dollar unit price multiplied by the number of units.

(c) Complete the necessary fill-ins and certifications in Sections I through K. Section K shall be returned in its entirety. For Sections C through I, the offeror shall submit only those pages that require a fill-in.

(d) SF 30 – Amendment of Solicitation/Modification of Contract (Applicable if amendments are not acknowledged on Block 19 of the SF 1442).

(e) The offeror shall provide data on its financial capability. The Finanacial Data form identified in Section J, as Attachment #JA-4 shall be used to provide the financial information.

(f) If applicable, provide a letter from the Small Business Administration (SBA) showing proof of Section 8(a) status.

(g) Offerors requesting a preaward determination of the inapplicability of Section 1605 of the Recovery Act or the Buy American Act for specifically identified construction material shall comply with the provisions of 52.225-10 and 52.225-22 (substitute 52.225-12 and 52.225-24 for contracts valued at $7,443,000 or more). Offerors are cautioned that failure to submit an alternate offer based on use of equivalent domestic construction material may result in their exclusion from the competition if the Government determines that an exception permitting use of a particular foreign construction material does not apply and decides to exercise their right to make award without holding discussion or providing an opportunity for revision of proposals.

2. **PART II – PAST PERFORMANCE INFORMATION** - *Submit original plus one (1) copy.*

(a) **Quality and Satisfaction Rating for Contracts Completed in the Past Three Years**: Provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for same or similar type contract. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.

(b) **Performance Surveys**: The government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this RFP. The government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess performance. Provide a list of no more than ten (10), of the most relevant contracts performed for Federal agencies and commercial customers within the last three (3) years. Relevant contract means the performance being considered must have a logical connection to the work described in the solicitation. Normally, relevance would include such aspects as the product or service similarity, product or service complexity, contract type, program or lifecycle phase, contract environment, division of company proposing, subcontractor interaction and magnitude. Furnish the following information for each contract listed:

(i) Company/Division name
(ii) Product/Service
(iii) Contracting Agency/Customer
(iv) Contract Number
(v) Contract Dollar Value
(vi) Period of Performance
(vii) Verified, up-to-date name, address, FAX & telephone number of the contracting officer
(viii) Comments regarding compliance with contract terms and conditions
(ix) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions.

(c) Offerors shall complete Section I, Contract Information of the Past Performance Questionnaire (Attachment JA-3) and forward a copy to all past performance references listed in the above Past/Present Performance Listing.

The questionnaire must be forwarded to a verified point of contact at each agency/customer and instruct each reference to complete Sections II&III, Respondent Identification and Performance Information and return the completed questionnaire via fax directly to:

Mail to: 354th Contracting Squadron/LGCA
ATTN: Lt Jordan Omstead/FA5004-09-R-C009
354 Broadway Ave, Unit 5B
Eielson AFB, Alaska 99702

Fax : **(907) 377-2547 Attn: Lt Jordan Omstead**
Email jordan.omstead@eielson.af.mil

(d) If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past/present performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.
(e) Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

DISPOSITION OF PROPOSALS

The original proposal and related information will be retained with the contract file. All extra copies will be destroyed after completion of evaluations.

VISITOR CONTROL

Hand-carried proposals must be deposited at the 354th Contracting Squadron, 2310 Central Ave, Eielson AFB, Alaska. The sealed envelope or package used to submit your proposal must be marked "SOURCE SELECTION SENSITIVE" and must show the time and date specified for receipt, the Solicitation Number, and the name and address of the offeror. Offerors are cautioned that Eielson AFB, AK has visitor control procedures requiring individuals not affiliated with the installation to obtain a visitor pass prior to entrance. SOME DELAY SHOULD BE ANTICIPATED WHEN HANDCARRYING PROPOSALS. Offerors should allow sufficient time to obtain a visitor pass and arrive at the Contracting Squadron PRIOR to the time specified for receipt.

QUESTIONS

All questions regarding this solicitation must be submitted in writing. All questions and subsequent answers will be posted to the Federal Business Opportunities website www.fedbizopps.gov. It is the responsibility of the contractor to continuously monitor the site for updates.

Fax : (907) 377-2547 Attn: Lt Jordan Omstead
Email jordan.omstead@eielson.af.mil

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.232-13	Notice Of Progress Payments	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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)

52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. Gerald Jacobs
354th Contracting Squadron/LGCA
354 Broadway Street, Unit 5B
Eielson AFB, AK 99702

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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--
Tuesday, 13 May 2009 at 1p.m. local

(c) Participants will meet at--
Clear Air Station Power Plant

(End of provision)

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):

www.farsite.hill.af.mil
(End of provision

SECTION M
EVALUATION FACTORS FOR AWARD

BASIS FOR CONTRACT AWARD

This is a competitive best value source selection in which competing offerors' past performance history will be evaluated on a basis ***significantly more important than*** cost or price considerations. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. All such offers shall be treated equally except for their prices and performance records. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The Contracting Officer shall review any request for preaward determination of the inapplicability of Section 1605 of the Recovery Act or the Buy American Act for specifically identified construction material that accompanies an offer. If the Government determines that an exception permitting use of a particular foreign construction material does not apply any offer that proposes use of foreign construction material not previously allowed by clause 52.225-9 or 52.225-21 (substitute 52.225-11 and 52.225-23 for contracts valued at $7,443,000 or more) may be eliminated from the competition if the Government decides to award without discussion. The evaluation process shall proceed as follows:

A. Initially offers shall be ranked according to price, including any option prices if applicable. An offeror's proposed prices will be determined by multiplying the quantities identified in Section B by the proposed unit price for priced Contract Line Item Number 0001 and Subcontract Line Item Numbers 0003AA, 0003AB, 0003AC and 0003AD to confirm the extended amount for each. The extended amounts will be added together to determine the total evaluated price. When applicable, the price evaluation adjustment for HUBZone small business concerns will be applied in accordance with FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns, to arrive at an evaluated price. The price evaluation will document (for the offers evaluated under paragraph B below) the reasonableness and affordability of the proposed total evaluated price.

B. Using questionnaires, the contracting officer shall seek relevant performance information on each offeror based on (1) the past and present efforts provided by the offeror and (2) data independently obtained from other government and commercial sources. Relevant performance includes performance of efforts involving projects that have a logical connection and that are similar or greater in scope, magnitude and complexity than the effort described in this solicitation. The purpose of the past performance evaluation is to allow the government to assess the offeror's ability to perform the effort described in this RFP, based on the offeror's demonstrated present and past performance. The assessment process will result in an overall performance confidence assessment of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, or Unknown Confidence as defined in MP5315.3, Table 3. Past performance regarding predecessor companies, key personnel who have relevant experience, or sub-contractors that will perform major or critical aspects of the requirement will/will not be considered as highly as past performance information for the principal offeror. Offerors with no relevant past or present performance history or the offeror's performance record is so limited that no confidence assessment rating can be reasonably assigned shall receive the rating "Unknown Confidence," meaning the rating is treated neither favorably nor unfavorably.

Rating	Definition
Substantial Confidence	Based on the offeror's performance record, the government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's performance record, the government has an expectation that the offeror will successfully perform the required effort.

Limited Confidence	Based on the offeror's performance record, the government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's performance record, the government has no expectation that the offeror will successfully perform the required effort.
Unknown Confidence	No performance record is identifiable or the offeror's performance record is so sparse that no confidence assessment rating can be reasonably assigned.

C. In evaluating past performance, the government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.

D. If the lowest priced evaluated offer is judged to have a Substantial Confidence performance assessment, that offer represents the best value for the government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.

E. If the lowest priced offeror is not judged to have a Substantial Confidence performance confidence assessment, the next lowest priced offeror will be evaluated and the process will continue (in order by price) until an offeror is judged to have a Substantial Confidence performance confidence assessment or until all offerors are evaluated. The Source Selection Authority shall then make an integrated assessment best value award decision.

F. Offerors are cautioned to submit sufficient information and in the format specified in Section "L"

G. Offerors may be asked to clarify certain aspects of their proposal (*for example*, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

H. The government intends to award a contract without discussions with respective offerors. The government, however, reserves the right to conduct discussions if deemed in its best interest.