SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. FA2816-09-R-0034	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	3. DATE ISSUED 13-Apr-2009	PAGE OF PAGES 1 OF 45

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. HHEK081136

7. ISSUED BY CODE FA2816	8. ADDRESS OFFER TO (If Other Than Item 7) CODE FA2816
61 CONS/LGCA - MAJOR ACQUISITION FLIGHT OPERATIONAL CONTRACTING 483 N. AVIATION BLVD. EL SEGUNDO CA 90245-2808	61 CONS/CC - FA2816 OPERATIONAL CONTRACTS 483 N. AVIATION BLVD. EL SEGUNDO CA 90245-2808
TEL: (310) 653-5382 FAX: (310) 653-5376	TEL: (310) 653-5404 FAX: (310) 653-5376

9. FOR INFORMATION CALL:	A. NAME KATHERINE GLOVER	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (310) 653-5384

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):

Repair Carpet, B/37, Airmans Attic Fort Mac

RECOVERY - REPAIR CARPET AND PAINT THE WALLS OF ROOM 109 AND 110 IN THE AIRMAN'S ATTIC AT FORT MACARTHUR IN SAN PEDRO, CA.

Description of Work: This is a construction project at Fort MacArthur in San Pedro, CA. The contractor shall provide all labor, supervision, equipment and material to replace carpet and paint the walls of Room 109 and 110 in accordance with the attached Statement of Work dated 02 March 2009.

Special Award Provision: This solicitation is a small business set aside.

Magnitude of Construction is estimated at under $25,000.

NAICS: 238320 SIZE STANDARD: $14M.

Contract Specialist: Carol Glover, katherine. glover@losangeles.af.mil
Contracting Officer: Rebecca Ban, rebecca.ban@losangeles.af.mil

11. The Contractor shall begin performance within 10 calendar days and complete it within 60 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [ ] mandatory, [X] negotiable. (See 52.211-10 .)

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 13 May 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 [ ] is, [X] 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 60 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	Lump Sum		
	RA-HHEK081136 Renovate B/37 FFP The contractor shall provide all labor, supervision, equipment and material to replace carpet and paint the walls of the Airman's Attic of Bldg. 37 at Fort MacArthur, San Pedro, CA in accordance with the attached Statement of Work dated 02 March 2009. FOB: Destination SIGNAL CODE: A				
				NET AMT	

SECTION C

CLAUSES INCORPORATED BY FULL TEXT

Statement of Work

See Attachment C for Statement of Work dated 02 March 2009

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

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 days after issuance of the Notice to Proceed (NTP)	1	61 CELS - F2T0BA 483 N. AVIATION BLVD., BLDG 272 EL SEGUNDO CA 90245-2808 FOB: Destination	F2T0BA

CLAUSES INCORPORATED BY REFERENCE

52.242-14 Suspension of Work APR 1984

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 60 calendar days.. * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 $462.74 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)

Section G - Contract Administration Data

ADMINISTRATIVE DATA

(1) Contract Administrative Office:

Mailing Address: 61st Contracting Squadron
483 N. Aviation Blvd.
El Segundo, CA 90245-2808

(2) Contracting Officer: 1st Lt Rebecca Ban / PH: 310-653-5381

(3) Project Inspector/Planner: Mr. Eric Abrahamsen / PH: 310-653-5049

(4) Payment Officer: DFAS-DY
P.O. Box 369024
Columbus, OH 4321-9024

Telephone No: 1-800-756-4571

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

VENDORS NOTICE: Reference DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports. All vendors are required to submit electronic invoices through the Wide Area Workflow - Receiving and Acceptance website. Contact Dennis Hass at (310) 653-6119, 61st CONS/LGC for additional information.

Wide Area Work Flow Receipt and Acceptance (WAWF-RA) Vendor Instructions
Installation and Registration Checklist new WAWF users.

Completion of all instructions contained in this checklist must be accomplished prior to activation of the WAWF contractor and user accounts.

1. Check Central Contractor Registration System (CCR) to see if your company is registered.

- If you are registered in CCR, please go to Step 3 below.
- For help with registration in CCR, contact CCR Helpdesk, 888-227-2423 or 269-961-5757, e-mail CCR@dlis.dla.mil , or see the CCR Handbook at http://www.ccr.gov/handbook.asp

2. Register with Central Contractor Registry (CCR).

- All vendors desiring to bid on goods or services in support of Department of Defense (DoD) must be registered in the CCR at http://www.ccr.gov/ .

- Ensure that all mandatory fields are completed in your new CCR account (i.e., Telephone/FAX number, Data Universal Numbering System (DUNS) and/or Commercial and Government Entity (CAGE) codes, North American Industry Code Systems (NAICS) codes, etc.).
- **Note**: All contractors are required to update their CCR registration annually. Failure to do so will result in suspension of the account, which will prevent or delay awarding DoD contracts and payments to your firm.

3. Establish an Electronic Business Point of Contact (EB POC).

- The next step is to ensure that you have identified an EB POC for your company. You are required to establish both a primary and alternate EB POC for each CAGE/DUNS code assigned to the firm.
- To see if an EB POC is listed for your company, go to http://www.ccr.gov/ and click on "Search CCR." Where prompted, enter the DUNS or CAGE or Company Name and click "Submit Query." If you are presented with a list of DUNS numbers, you will need to pick the specific location and click on the DUNS.
- Scroll to the bottom of the Inquiry Results page. There you can see if anyone is listed as the EB POC. If no one is listed, your company has not identified an EB POC yet. If you see that there is no one listed as your company's EB POC, you need click on "Update or Renew Registrations Using TPIN" to add it.
- Each vendor organization may establish up to two EB POC's (primary and alternate) for each Cage/DUNS combination.
- The EB POC will be responsible for authorizing access to employee(s) of the vendor's organization to view and/or modify data submitted on behalf of the vendor.
- Update NAICS codes developed by the Census Bureau, which replaced the Standard Industrial Classification (SIC) codes. Until NAICS codes are updated, update will not be complete. For more info on NAICS codes, visit: http://www.census.gov/epcd/www/naics.html

4. Determine if your organization will designate a WAWF Group Administrator (GAM) (Proceed to paragraph 5 if you are not going to designate a GAM).

- In medium to large sized companies, there may be a need to establish more than one GAM.
- A GAM determines who has access to the WAWF-RA **vendor** account.
- The initial GAM shall be the person designated as the EB POC. To appoint additional GAM's, each vendor must submit an official appointment letter signed by the EB POC.
- The appointment letter should be faxed to the WAWF-RA Customer Support Center.
- The Group Administrator's Manual is available for reviewing to all WAWF-RA registered users.
- The GAM Manual can be found in the Software Users Manual link within the WAWF-RA application.

5. Establish an organizational email address

- All records created in WAWF-RA are stored in a virtual file folder and as status is updated or changes the system generates an email notification to applicable individuals identified in the firm's organizational email account.
- The GAM or EB POC shall provide the organizational email to the WAWF-RA Customer Support Center.
- Ensure that your firm's organizational email address is operational and can receive email from WAWF-RA prior to registering your email address with the WAWF-RA Customer Support Center.
- Note: If you do not set up an organizational email address, the personal email address of the first person who self-registers from your firm (CAGE/DUNS code), will be designated as the organizational email address for your firm.

6. Set up PCs to access WAWF-RA

- Set up the PCs of your organization's users to access WAWF-RA.
- Select the "Setting Up Your Machine" link on the WAWF-RA home page for more information: https://wawf.eb.mil/Instr.html.

7. Have all users self-register on the WAWF-RA web site https://wawf.eb.mil/

- Every user for your firm must self-register on the WAWF-RA web site by completing the online registration form.
- Select the "Self Register" link on the WAWF-RA home page and follow the instructions.
- Users may access WAWF-RA with either a User ID/Password combination or a PKI certificate. Users who want to use a PKI certificate must obtain it before self-registering.
- PKI Certificates **may be** obtained from one of the approved Interim External Certificate Authorities: Operational Research Consultants Inc. http://eca.orc.com , Digital Signature Trust Co.

http://www.digsigtrust.com/home.html , or Verisign: http://www.verisign.com. The web sites provide theinstructions needed to acquire a PKI Certificate.

- If further assistance is needed, contact the WAWF-RA Customer Service Center.
- Note: Registrations will not be activated until the WAWF-RA Customer Support Center receives an email from the EB POC/GAM as registered in the CCR data- base.

8. Follow-up (if necessary).

- If your (GAM or user) account hasn't been activated within 2 business days of self-registering contact the WAWF-RA Customer Service Center:

  CONUS ONLY 1-866-618-5988, Option 2
  COMMERCIAL 1-801-605-7095, Option 2
  DSN 388-7095 Option 2
  FAX Commercial: 801-605-7453 **DSN:** 388-7453
  Email: cscassig@ogden.disa.mil
  Note: Reference "WAWF" in email Subject line.

WIDE AREA WORKFLOW – RECEIPT AND ACCEPTANCE (WAWF-RA) ELECTRONIC RECEIVING REPORT AND INVOICING INSTRUCTIONS

IN ACCORDANCE WITH DFARS 252.232.7003, USE OF ELECTRONIC PAYMENT REQUESTS IS MANDATORY. USE OF WAWF WILL SPEED UP YOUR PAYMENT PROCESSING TIME AND ALLOW YOU TO MONITOR YOUR PAYMENT STATUS ONLINE. THERE ARE NO CHARGES OR FEES TO USE WAWF.

Requests for payments must be submitted electronically via the Internet through the Wide Area WorkFlow Receipt and Acceptance (WAWF-RA) system at https://wawf.eb.mil .

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Dayton/Omaha at (800) 330-8168 or faxed to (866) 244-2894. Please have your order number and invoice number ready when contacting DFAS about payment status. You can also access payment information using the DFAS myInvoice web site at https://myinvoice.csd.disa.mil//index.html . Any problems, contact DFAS Customer Service at 1-800-756-4571, Option 5.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR RECEIVING REPORTS, INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

CONTRACT NUMBER: **(input contract number)**

DELIVERY ORDER NUMBER: (input delivery order number)

TYPE OF DOCUMENT: (Contract specialists identify the type of invoice to be submitted: 2-in-1 (for services only), Combo (receiving report & invoice for supply items, commodities), or Construction payment invoice)

CAGE CODE: **(input contractor's CAGE code)**

ISSUE BY DODAAC: **FA2816**

ADMIN DODAAC: **FA2816**

INSPECT BY DODAAC: **CODE: F2T0BA**

SERVICE ACCEPTOR / SHIP TO/
CONTRACTING OFFICER: CODE: F2T0BA

LOCAL PROCESSING OFFICE: **leave blank**

PAY OFFICE DODAAC: **F03000**

SEND MORE E-MAIL NOTIFICATIONS:

Katherine.glover@losangeles.af.mil

Rebecca.ban@losangeles.af.mil

Section I - Contract Clauses

CLAUSES AND PROVISIONS

CLAUSES AND PROVISIONS

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

b. Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

c. Section K, L and M will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.

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
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
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
52.203-15	Whstleblower Protections Under the American Recovery and Reinvestment Act of 2009	MAR 2009
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
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
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
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
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
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
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984

52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes	JUN 2007
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
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
252.227-7000	Non-estoppel	OCT 1966
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
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT-REPORTING REQUIREMENTS (MAR 2009)

(a) Definitions. As used in this clause—

Contract, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that

obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

First-tier subcontract means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

Jobs created means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Jobs retained means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Total compensation means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of 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 Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. 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. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds $10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded 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) and cooperative agreements; and

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

(ii) The public does not have access to information about the compensation of the senior 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.

(9) For subcontracts valued at less than $25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under $300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over $25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

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

(vi) Funding agency.

(vii) 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.

(viii) Subcontract number (the contract number assigned by the prime contractor).

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

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

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

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior 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.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(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.

(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 exercise date specified in the contract for 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/services/contractingopportunities/sizestandardstopics/.

(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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, 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 ORCA, or does not have a representation in ORCA 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 238320- assigned to contract number .

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to 61st Contracting Squadron, 483 North Aviation Blvd., El Segundo, CA 90245.
(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAR 2009)

(a) Definitions. As used in this clause—

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.

Domestic construction material means—

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

(2) A construction material manufactured in the United States.

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

Manufactured construction material means any construction material that is not unmanufactured construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

_____

(Contracting Officer to list applicable excepted materials or indicate "none")

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

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.
(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) 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) Cost;

(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)(4) of this clause.

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

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(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 section 1605 of the Recovery Act or 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 cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or 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 Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			

Foreign construction material _____ _____ _____
Domestic construction material_____ _____ _____

Item 2:
Foreign construction material _____ _____ _____
Domestic construction material_____ _____ _____
(List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.)
(Include other applicable supporting information.)
(* Include all delivery costs to the construction site.])

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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):

www.farsite.hill.mil

www.arnet.gov

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

NONE

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 12	Bldg. 37	5 Pages

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 OMBC A-76 competition performance decisions).

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

CLAUSES INCORPORATED BY FULL TEXT

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (Aug 2007)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and the prime contractor business to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with local security procedures and regulations citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	#1 Sched of Contract Documents	2 Pages	
Attachment 3	#3 AF Form 66	1 Page	
Attachment 4	#4 SECTION 010101	31 Pages	Dated 9 Jan 09
Attachment 5	#5 SECTION 02085	23 Pages	Dated 12/5/2008
Attachment 6	#6 SECTION 02086	19 Pages	Dated 12/5/2008
Attachment 7	#7 WARRANTY LETTER SAMPLE	2 Pages	
Attachment 8	#8 DD1354 New CAT Code List	43 Pages	
Attachment 9	#9 DD1354	2 Pages	
Attachment 10	#10 SECTION 07000	23 Pages	Dated 11/13/2008
Attachment 11	#11 SECTION 07500	15 Pages	Dated 11/18/2008
Attachment 12	Atch A - Drawings	5 Pages	
Attachment 13	Atch B = Air Force Carpet Standards	46 Pages	
Attachment 14	Atch C - Statement of Work	7 Pages	Dated 3/2/2009
Attachment 15	Atach D - Wage Determination #CA080028	23 Pages	Dated 3/6/2009
Attachment 16	Performance Questionnaire	3 Pages	

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.236-28	Preparation of Proposals--Construction	OCT 1997

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 238320.

(2) The small business size standard is $14,000,000.

(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).

------(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)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

(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; 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 [ballot], have not [ballot], 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 subsidiary, 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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 239320.

(2) The small business size standard is $14,000,000.00.

(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) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

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

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

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(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)

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 Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997
52.222-5	Davis-Bacon Act--Secondary Site of the Work	JUL 2005
52.225-10	Notice of Buy American Act Requirement--Construction Materials	FEB 2009
52.225-22	Notice of Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials	MAR 2009
52.232-13	Notice Of Progress Payments	APR 1984
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

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)

52.222-23 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
10.9%	6.9%

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 Los Angeles AFB, CA.

(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 the Contracting Officer, 61st Contracting Squadron, 483 N. Aviation Blvd., El Segundo, CA 90245.

(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)

(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) Site visits may be arranged during normal duty hours by contacting:
Name: Carol Glover
Address: 61st CONS, 483 N. Aviation Blvd., El Segundo, CA 90245
Telephone: 310-653-5273

(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.mil

www.arnet.gov

(End of provision

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

NONE

SECTION L

SECTION L

L-01. 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 14-20(c) of the RFP Section A, SF1442. 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) or SubClin (SCLIN), including all option periods. 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.

2. **PART II – PAST PERFORMANCE INFORMATION** – *Limited to a total of 20 pages, excluding Contractor Performance Evaluation Questionnaires submitted by past customers. Limited to no more than 3 pages per contract listed excluding Contractor Performance Evaluation Questionnaires submitted by past customers. Only references for same or similar type contract desired. Submit original plus four (4) copies.*

(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 contracts include design and/or construction projects of a similar nature, magnitude, and scope and design and/or construction projects with government entities. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. 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) **Contractor Performance Evaluation Questionnaire**: Contractors shall provide the reproducible Contractor Performance Evaluation Questionnaire form, located in Section J, to its customers for direct response back to the Government. The Present and Past Performance Information obtained directly from contractors' customers will be used, in addition to information from other sources, to evaluate contractors' past and present performance in accordance with the criteria set forth in Section M of this solicitation. Completed Customer Satisfaction Surveys sent directly to the Government from any offeror will not be considered in the evaluations. **Past Performance Survey is available at Attachment 16.**
It is the responsibility of contractors to ensure that their customers complete Customer Satisfaction Surveys for all projects that are to be considered in the evaluation of a contractor's present/past performance and to ensure that its customers send such completed surveys directly to the Contracting Office not later than the date and time established for receipt of proposals. Any Customer Satisfaction Surveys received after the closing date for receipt of offers shall be deemed to be a late modification or revision to a proposal, within the meaning of FAR 52.215-1, Instructions to Offerors, and will not be considered, except as allowed in that provision

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.

(d) **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.

D. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

1. Requirements of the RFP (Contract Line Items Numbers (CLINs) & Performance Work Statement (PWS)), and government standards and regulations pertaining to the PWS.

2. Evaluation Factors for Award in Section M of this RFP.

3. Any limitation on the number of proposal pages. Pages exceeding the page limitations set forth in this Section L will not be read or evaluated, and will be removed from the proposal.

4. **Format for proposal Part II shall be as follows**:

(a) A page is defined as one face of an 8 ½" x 11" sheet of paper containing information.

(b) Typing shall not be less than 12 pitch.

L-02. INFORMATION REGARDING SITE VISIT

A. A site visit will be conducted at **BUILDING #37, 2400 S. Pacific Avenue in San Pedro, CA** on **21 April 2009** at **09:00 am** for the purpose of answering questions regarding this solicitation.

1. Submit the names of all attendees exactly as they appear on drivers license, and social security number to **Ms. Carol Glover, 310-653-5273, katherine.glover@losangeles.af.mil** prior to **4 pm on 21 Apr 2009.** This information must be provided in advance in order to ensure access of the military base.

2. Offerors are requested to submit questions to the point of contact noted above by 4:00 pm on 17 Apr 2009. Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

3. A record of the site visit shall be made and furnished to all prospective offerors through the Federal Business Opportunities website at https://www.fbo.gov. The

record should include minutes of the meeting, including questions (on a non-attribution basis) and answers.

4. See FAR provision 52.236-27 in Section L above for information regarding the site visit. Offeror should note the contract clause 52.236-3 "Site Investigation and Conditions Affecting the Work."

5. Offerors are cautioned that Los Angeles AFB has stringent visitor control procedures requiring individuals not affiliated with the installation to obtain a visitor pass and be cleared by the Government point of contact to be visited prior to entrance. **IT IS POSSIBLE THAT THE POINT OF CONTACT MAY NOT BE AVAILABLE TO CLEAR OFFERORS FOR ENTRANCE WHICH MAY PROHIBIT SUBMISSION OF HANDCARRIED OFFERS; CONSEQUENTLY, OFFERORS ELECTING TO HANDCARRY THEIR PROPOSALS FOR SUBMITTAL JUST PRIOR TO PROPOSAL CLOSING TIME DO SO AT THEIR OWN RISK.** Late proposals will be processed in accordance with the provision 52.215-1 entitled "Instructions to Offerors--Competitive Acquisitions."

L-03. CENTRAL CONTRACTOR REGISTRATION SYSTEM (CCRS)

A. All contractors doing business with the Department of Defense (DOD) must register with the CCRS. The CCRS applies to all contractors; those doing business electronically and those who are not. **Contractors not registered in the CCRS will not be eligible for contract award in accordance with DFARS 252.204-7004.** Register with CCRS by contacting the Defense Logistics Agency (DLA) at one of the following:

Address:	Telephone:	1-888-227-2423
Department of Defense	FAX	269-961-7243
ATTN: Central Contractor Registration	e-mail	ccr.dlis.dla.mil
74 West Washington Avenue, Suite 7	Web Site	www.ccr.gov
Battle Creek, MI 49017		

L-04. AMENDMENT OF SOLICITATION PRIOR TO PROPOSAL CLOSING TIME

A. The Government reserves the right to revise or amend the specifications, drawings or the solicitation prior to the proposal closing time. Such revisions or amendments will be communicated by amendments to this Request For Proposal. If such amendments require material changes in quantities or prices, the proposal closing date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new proposal closing date and time. ***Amendments will be posted on the Internet with the solicitation documents without notice. Offerors are responsible for accessing all amendments prior to proposal submission at www.fedbizopps.gov.***

L-05. SEQUENCE OF EVENTS DURING PROPOSAL EVALUATION

A. The following describes the sequence of events offerors can expect during proposal evaluation and negotiation:

1. The Air Force will employ **PERFORMANCE PRICE TRADE-OFF (PPT) techniques** to evaluate proposals and determine the successful offeror in this acquisition.

2. Upon receipt of the offerors' Past and Present Performance history Proposals, they will be reviewed for completeness and compliance with RFP requirements. They will receive detailed evaluation employing the criteria identified in Section M (or the "M" clauses) of this RFP.

3. Any exchanges with offerors after receipt of proposals will be conducted in accordance with FAR 15.306.

4. The Government reserves the right to make an award based upon initial offers received, without discussion with offerors. The Contracting Officer **may** conduct negotiations and/or request final proposal revisions.

L-06. PROPOSAL SUBMISSION

A. Submit your proposal in accordance with paragraph L-01 to arrive no later than 3:00 PM, PST, on **13 May 2009.**

B. Payment in advance of installation for stored materials on site if applicable will not be considered under this contract.

C. Proposals may be submitted through mail or in-person to the 61st Contracting Squadron. Facsimile or electronic mail proposals will not be accepted (Contractor Performance Evaluation

Questionnaire forms may be return by fax or email by past customers). All proposals delivered by mail or in-person in response to this solicitation shall reflect the following information on the address label:

Solicitation Number **FA2816-09-R-0034.**
The legend "To be delivered unopened to the Contracting Officer" and
The volume and copy numbers contained in each box.

f. Submit your proposal to the following address:
61 Contracting Squadron/LGCA/ ATTN: Ms. Carol Glover
483 North Aviation Blvd
El Segundo, CA 90245

L-07. NOTICE OF GOVERNMENT USE OF CONTRACTED PERSONNEL AS ADVISORS

A. The civil engineering and construction inspection functions at Los Angeles AFB are performed by contracted personnel on behalf of the Government. Subsequently, the Government will use contracted personnel from Parsons Infrastructure & Technology Group of Pasadena, CA and Engineering-Environmental Management, Inc. (d.b.a E2M) of Englewood, CO as advisors. These advisors will have access to offerors' proposal information.

SECTION M

SECTION M

M-01 **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 approximately equal to 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 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 each Contract Line Item Number or Subcontract Line Item Number 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 design and/or construction 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.

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. The government reserves the right to award a contract to other than the lowest priced offeror if the lowest priced offeror is judged to have a performance confidence assessment of "Satisfactory Confidence" or lower. In that event, the Source Selection Authority shall make an integrated assessment best value award decision.

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

G. 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.