

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. FA4861-10-B-A005	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08-Feb-2010	PAGE OF PAGES 1 OF 41
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. F3GHFA0022A003	6. PROJECT NO. RKMF 00-0021
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7. ISSUED BY 99 CONS/LGCA 5865 SWAAB BLVD, BLDG 588 NELLIS AFB NV 89191-7063 TEL: 702-652-9113 FAX: 702-652-2532	CODE FA4861	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME JENNIFER M. DORAN	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 702-652-6196
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SOLICITATION

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

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

Repair Fire Protection System, Bldg 200
RKMF 00-0021

PROJECT MAGNITUDE: Between \$1,000,000 to \$5,000,000

This project will be solicited as a competitive HUBZONE set-aside.

All times listed are LOCAL time, Pacific Standard Time (PST).

The North American Industry Classification Code (NAICS) is 238220 and the small business size is \$14 million.

***Submit all financial institution points of contact and financial institution information with proposal for verification and determination of contractor responsibility.

11. The Contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See FAR 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.)

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 02:00 PM (hour) local time 12 Mar 2010 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RKMF 00-0021, Rpr Fire System Bldg 200 FFP Contractor shall provide all labor, materials, equipment, supplies, supervision, transportation, and all else necessary to complete project RKMF 00-0021, REPAIR FIRE SYSTEM, BLDG 200, Nellis AFB, Nevada. All work shall be accomplished in conformance with the terms and conditions specified, referenced, or attached herein. FOB: Destination PURCHASE REQUEST NUMBER: F3GHFA0022A003 PROJECT: RKMF 04-0020 SIGNAL CODE: A	1	Lot		

NET AMT

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY REFERENCE

52.236-21 Alt I Specifications and Drawings for Construction (Feb 1997) - APR 1984
Alternate I

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:

See Section J

(End of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

CLAUSES INCORPORATED BY REFERENCE

52.246-12	Inspection of Construction	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	365 Calendar Days after receipt of Notice to Proceed (NTP)	1	99 CES/CEPM - F3GHFA 6020 BEALE AVE, BLDG 812 NELLIS AFB NV 89191-7260 702-652-8440 FOB: Destination	F3GHFA

CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract or task order, the Contractor shall pay liquidated damages to the Government in the following amounts:

- (1) the sum of **\$207.18** for each day of unexcusable delay past the scheduled completion date until the date of beneficial occupancy (i.e., substantial completion as determined by the Contracting Officer);
- (2) an additional sum of **\$53.79** for the first and last day of unexcusable delay exceeding the scheduled completion date; and
- (3) the sum of **\$51.79** for each day of unexcusable delay exceeding the date of the beneficial occupancy (i.e. substantial completion as determined by the Contracting Officer) or the established completion date, whichever, occurs later, until the project is accepted by the Government, including but not limited to the completion of all punchlist items, final submittals, and cleanup.

(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)

F-100**FEDERAL HOLIDAYS**

This base observes the following Federal legal holidays:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday In January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

NOTE: Holidays falling on a Saturday will be observed on the preceding Friday.
Holidays falling on a Sunday will be observed on the following Monday.

(End of Clause)

F-101**NORMAL HOURS OF WORK**

(a) Normal work hours for Contracting personnel are from 7:30 a.m. to 4:30 p.m., Monday through Friday, excluding Federal holidays. In order to ensure availability of personnel, please schedule your meetings and visits at least 24 hours in advance.

(b) Normal work hours for Base Engineering personnel are from 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding Federal holidays and the day after Thanksgiving. Access to work sites will be restricted to these hours and days, unless otherwise specified in the project documents.

(1) Deviations to this schedule will be considered if it is in the best interest of the government as determined by the Contracting Officer. If the Contractor desires to work hours other than normal work hours, he/she must submit to the Contracting Officer for review, a written request at least three working days prior. The request shall note the activities planned and the planned hours/days of work so that the construction inspectors can plan their work schedule. If inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the contractor, the actual cost of inspection at overtime rates will be charged to the contractor. These adjustments to the contract price shall be deducted from the next payment authorized after overtime rates have been determined.

(2) Work that cannot be fully inspected after its completion will normally not be allowed to be done during other than normal work hours/days, or as otherwise specified in the project documents, without written Contracting Officer approval.

(End of Clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

G-700

ADMINISTRATION AND PAYMENT

- (a) The resulting contract shall be administered by the following Contract Activity:

99 CONTRACTING SQUADRON/LGCA
5865 Swaab Blvd, Bldg 588
Nellis AFB NV 89191-7063

- (b) A properly prepared invoice shall be submitted electronically as identified in Clause G-701 below. Invoices may be submitted MONTHLY unless a more frequent submission is authorized by the Contracting Officer. Such requests should be provided in writing by the contractor to substantiate the requested increase in payment frequency.

- (c) Each invoice shall identify the Contract Line Item Number (**CLIN**) or Subcontract Line Item Number (**SLIN**) and its corresponding two-digit Account Contract Reference Number (**ACRN**).

(1) PROGRESS PAYMENTS (NET-14) will be based on the last verified, approved progress report received. If a variance exists between the Contractor's and the Government's estimate, the contractor will be given the opportunity to support their position. If the additional information is not adequate or is not provided within one day, the invoice will be rejected and the Contractor will be provided the opportunity to resubmit at the Government's estimated percentage of work completed. A maximum amount of **90%** of the contract price may be paid as progress payments.

(2) FINAL PAYMENT (NET-30) will be for an amount not less than 10% of the contract amount and will be approved for payment after completion (including clean-up and submission of final warranties, as-built drawings, payrolls, and all other documents as required under the terms and conditions of this contract/task order) and final acceptance (including correction of all punchlisted items) of the project work.

- (d) With each electronic request for payment, the contractor shall also attach a scanned copy of the following document(s) in Wide Area Workflow-Receipt and Acceptance (WAWF-RA) invoice:

(1) **PROGRESS REPORT/DOS**: The most recent, signed progress report – or – daily quantity sheet for which work required by the contract has been completed and inspected;

(2) **SUBCONTRACTOR PAYMENT LIST**: A listing of the amount included for work performed by each subcontractor under the contract, the total amount of each subcontract under the contract, the amounts previously paid to each such subcontractor under the contract; and

(3) **RELEASE OF CLAIMS**: For FINAL invoices, a fully executed, signed Release of Claims. NOTE: The original, signed Release of Claims shall be concurrently provided by mail or hand carried to the Contracting Office.

(End of clause)

G-701

SUBMIT INVOICES ELECTRONICALLY

(a) To expedite payment, reduce lost documents, and increase visibility into the status of payments, the Department of Defense (DoD) has implemented electronic invoicing. The goal is to enable authorized Defense contractors and DoD personnel the ability to create invoices and receiving reports and access contract related documents quickly and efficiently. In conformance with Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.232-7003, *Electronic Submission of Payment Requests*, which is incorporated herein by reference, contractors shall submit invoices ELECTRONICALLY through the Defense Finance and Accounting System (DFAS) Web Invoicing System [Wide Area Workflow – Receipt and Acceptance (WAWF-RA)] at <https://wawf.eb.mil/>. Select **CONSTRUCTION Payment Invoice** when creating the invoice.

(b) Applicable codes necessary for submission of invoices against this contract are as shown below.

- | | | |
|-----|---------------------|---|
| (1) | ADMINISTERED BY: | FA4861 |
| (2) | ISSUED BY: | FA4861 |
| (3) | CONTRACTING OFFICE: | FA4861 |
| (4) | PAYMENT OFFICIAL: | F67100 (DFAS-Limestone) |
| (5) | INSPECT BY/SHIP TO: | F3GHFA |
| (6) | LPO: | Leave BLANK |
| (7) | DESCRIPTION: | Project RKMF 00-0021,
Repair Fire Protection System, Bldg 200,
and include cumulative percentage being invoiced |

(c) Paper invoices will be rejected and returned and the contractor advised to invoice electronically.

(d) For assistance regarding specific electronic invoicing issues, please contact the WAWF Customer Service at 866-618-5988. Web-based training is available at the WAWF site (<http://www.wawftraining.com/>).

(End of Clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.228-1 BID GUARANTEE (SEP 1996)

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

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

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$200,000; whichever is less.-

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

H-100

REQUIRED INSURANCE (IAW FAR 28.306(b))

(a) In conformance with FAR 52.228-5 clause, *Insurance—Work on a Government Installation*, the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

(1) Workmen's Compensation and Employers Liability Insurance as required by law (except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory). The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

(2) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.

(3) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

(b) An "Insurance Certificate of Compliance" form can be obtained upon request from the 99th Contracting Squadron contract administrator assigned to this requirement.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

H-101

PAYMENT AND PERFORMANCE BONDS

(a) After contract award (i.e., Notice of Award, Executed Contract or Task Order), the Contractor shall furnish two bonds, a *Performance Bond* (on Standard Form (SF) 25) and a *Payment Bond* (on Standard Form (SF) 25A), each with good and sufficient surety or sureties, acceptable to the Government. The penal sums of such bonds will be based on the awarded amount; or (if this is the initial award of an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract) the guaranteed contract minimum or the amount of the first task order, whichever is larger. Each project under an IDIQ contract shall be bonded. When the award price is increased by modification, the penal sum of the bond shall be increased. The payment and performance bond amounts shall be as specified in FAR Clause 52.228-15, *Performance and Payment Bonds--Construction*. A Notice to Proceed (NTP) with the work awarded will not be issued by the Contracting Officer and no work shall begin until good and sufficient surety has been received and accepted by the Contracting Officer.

(b) All required bonds and bond increases shall be furnished by the Contractor to the Government within the timeframe prescribed on page 1 of this document after finalization of the award or modification document.

(c) Bonds shall be in the form of a firm commitment, supported by corporate sureties whose names appear on the list contained in Department of the Treasury's Listing of Approved Sureties (Department Circular 570), individual sureties acceptable to the Contracting Officer, or other acceptable security such as a postal money order, certified check, cashier's check, irrevocable letter of credit or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Services, Surety Bonds Branch, 401 14th St NW FL West, Washington DC 20227-1017. The listing may also be accessed electronically at the following address: <http://www.fms.treas.gov/c570/index.html> .

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

H-108

WEATHER CONDITIONS

(a) Weather Hazards: The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any U.S. Weather Bureau office. Additional performance time will only be considered for time lot as a result of unusual and severe weather.

(b) High Winds: When warnings of winds of gale force or stronger are issued, Contractor shall take every practicable precaution to minimize damage (including overspray) to persons, work, and adjacent property. These precautions may include removing all stored materials, tools, and/or equipment from exposed locations and removing or securing any temporary structures.

(c) Time Extensions: In conformance with Federal Acquisition Regulation Clause (FAR) 52.249-10, *Default (Fixed-Price Construction)*, only unusually severe weather will be considered by the Contracting Officer in determining if the time for completing the work is excuseable as a result of weather and the performance period should be extended.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

H-109 PAYROLLS

(a) The Contractor shall submit weekly payrolls in conformance with FAR Clause 52.222-8, *Payrolls and Basic Records*. This information may be submitted on Optional Form WH-347 and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington DC 20402. When OF WH 347 (or an equivalent form that provides the same data and identical representation) is not used, a DD Form 879, *Statement of Compliance*, must be submitted with each payroll report. Payroll information must be certified but may be submitted in any form desired.

(b) The prime contractor shall submit both its and its subcontractor's weekly payrolls within seven (7) calendar days after the regular payment date of the payroll week covered. When no work has been accomplished during the week, by either the prime or a subcontractor who has started work, the contractor shall certify a "Statement of Non-Performance" for itself and/or its subcontractors.

(c) Subcontractor payrolls shall be provided under transmittal cover letter from the prime contractor to show their review and approval.

(d) The contractor shall request conformance of any class of laborers or mechanics not listed in the attached wage determination but who are to be employed under the contract on Standard Form (SF) 1444, *Request for Authorization of Additional Classification and Rate*.

(e) A copy of the applicable Apprenticeship or Training Agreement must accompany the payroll when a worker is listed as an apprentice or trainee. Such agreement must be approved by the appropriate agency and shall identify the allowable ratio of apprentices/trainees to journeymen, the applicable rate of pay allowed, and the employee's level of progress expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(f) The last payroll of the prime and each subcontractor shall be clearly marked "FINAL" when submitted.

(g) FAILURE TO TIMELY SUBMIT COMPLIANT PAYROLLS MAY DELAY PAYMENT FOR COMPLETED WORK.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

H-113

REQUEST TO USE RADIOACTIVE DEVICE

In conjunction with FAR Clause 52.223-7, *NOTICE OF RADIOACTIVE MATERIALS*, the contractor shall submit a notice in the following format (included on the following page) 30 to 60 calendar days prior to anticipated use of radioactive material, or equipment utilizing radioactive material, on a government installation.

CONTRACT NUMBER: _____ PROJECT NUMBER: _____

PROJECT TITLE: _____

The contractor anticipates using equipment containing the following radioactive material:

- Radioactive material requiring specific licensing under the regulation issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract.
- Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

The following pertains to the part(s) of the item(s) which contain radioactive materials:

DESCRIPTION OF MATERIALS: _____

NAME & ACTIVITY OF THE ISOTOPE: _____

MANUFACTURER OF THE MATERIALS: _____

NAME OF LOCAL REPRESENTATIVE: _____

LOCAL ADDRESS OF LOCAL REPRESENTATIVE: _____

TELEPHONE # OF LOCAL REPRESENTATIVE: _____

NAME OF RSO NAMED ON LICENSE: _____

LOCAL ADDRESS OF RSO NAMED ON LICENSE: _____

TELEPHONE # OF RSO NAMED ON LICENSE: _____

STATEMENT OF STORAGE AND SECURITY CONDITIONS IF THE MATERIAL WILL BE STORED ON BASE:

THE FOLLOWING DOCUMENTS ARE ATTACHED AS APPROPRIATE:

- A copy of the appropriate NRC or Agreement State license to operate/own the radioactive device.
- A copy of the operator's qualifications and/or radiation safety training.
- A copy of the safety and health plan.
- Copies of the last two (2) leak tests, if appropriate.
- Any other information known to the contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-01070).

By submission of this notice, the contractor acknowledges that the Base RSO can make periodic checks to ensure that contractor personnel follow radiation safety practices to prevent exposure to AF personnel and avoid contamination of government property.

SIGNED BY: _____ DATE: _____

Signature

Date

End of Clause

Section I - Contract Clauses

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
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-13	Time Extensions	SEP 2000
52.214-26	Audit and Records--Sealed Bidding	MAR 2009
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-8 (DEV)	Utilization of Small Business Concerns (DEVIATION)	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
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 (Dev)	Payrolls and Basic Records (Deviation)	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
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	DEC 2007
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (Aug 2003) Alternate I	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	SEP 2009
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
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
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
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984

52.243-4	Changes	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2009
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	SEP 2006
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
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
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
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Material (If none, insert "None")	Identification No.
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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, **30** days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(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 99 CONS/LGCA. 5865 Swaab Blvd Bldg 588, Nellis AFB, NV 89191-7063.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."-----

The Contractor shall insert the name of the substance(s).

(End of clause4)

CLAUSES INCORPORATED BY FULL TEXT

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (FEB 2009)

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

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

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

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

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

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

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: **NONE**.

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....
Domestic construction material...
Item 2			
Foreign construction material....
Domestic construction material...

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

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

Include other applicable supporting information.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **25 percent** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

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 address:

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

5352.201-9101 OMBUDSMAN (10 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, Mr. Eric F. Thaxton, 129 Andrews Street, Suite 102, Langley AFB VA 23655 (e-mail: Eric.Thaxton@langley.af.mil). Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number 703-588-7004, facsimile number 703-588-1067.

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

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

(End of clause)

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

(a) The contractor shall obtain base identification and vehicle passes 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) At least 10 days (or longer period if identified elsewhere) prior to required access, the contractor shall submit a written request on company letterhead to the contracting officer listing the following:

- (1) Contract number;
- (2) Location of work site;
- (3) Start and stop dates when access is required;
- (4) Subcontractor Firm Name, if applicable;
- (5) EMPLOYEE PASSES
 - a. Names (Last, First, Middle and Suffix, if applicable – no nicknames) of employees and subcontractor employees needing access to the base and their
 - b. Social Security Number
 - c. Date of Birth, and
 - d. Driver's License Number/State Issued
- (6) VEHICLE PASSES: Vehicle Registration and insurance must be current and provided for review if requested. The following information must also be provided for each individual requesting a pass:
 - a. The Make, Model, Color, License Number/State of Issue of the vehicle
 - b. The name of the individual who will be using the vehicle
- (7) By separate letter or in the initial request letter, the contractor will also specify the individuals authorized to sign for a request for base identification credentials or vehicle passes.
- (8) The Contracting Officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. Once authenticated, each visitor will be required to stop at the Visitor Control Center (VCC) to obtain a short term pass to enter the site and shall then proceed to the Pass and ID Section (Bldg 20) to obtain the pass. When reporting to the VCC or registration office, the authorized contractor individuals must then provide a valid driver's license (with picture), current vehicle registration, and valid vehicle insurance certificate, to obtain a vehicle and/or personnel pass.
- (9) A background check [e.g. National Crime Institute Center (NCIC)] may be conducted on each employee and vehicle prior to issuance of a pass and/or during the performance period of the contract. Adverse information or failure to consent to such check may result in such individual being prevented from entering the installation.
- (10) Contractors are required to ensure their employees and those of their subcontractors have the proper credentials allowing them to work in the United States (reference FAR Clause 52.222-54, *Employment Eligibility Verification*). Persons found to be undocumented or illegal aliens will be remanded to the proper authorities.
- (11) The contractor shall not be entitled to any compensation for delays or expenses associated with complying with the provisions of this clause.

(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 AFI 31-101, Volume 1, The Air Force Installation Security Program, and [AFI 31-501](#), Personnel Security Program Management, 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.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	RKMF 00-0021 Specifications	29	29-JAN-2010
Attachment 2	Wage Determination NV080004 (Bldg) through Mod 25	6	08-JAN-2010
Attachment 3	Macrotec Asbestos and Lead Based Paint Survey, Bldg 200	27	18-NOV-2009

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country JAN 2009

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 238220.

(2) The small business size standard is \$14 million.

(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.)

--X--(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.

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

----- (A) Basic.

----- (B) Alternate I.

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

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

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

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

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

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

----- (A) Basic.

----- (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications

currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change 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
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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)

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238220**.
- (2) The small business size standard is **\$14 MILLION**.
- (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 (c) 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 (b) 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 (c) applies.
 - Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://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 have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by 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/DFARS clause No.	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)

K-999

CONTRACTOR'S DECLARATION (IAW FAR 4.102)

Bidders are cautioned to furnish the information required by paragraphs (a) (Individual), (b) (Partnerships), (c) (Corporations), or (d) (Joint Ventures), as appropriate.

(a) **CONTRACTS WITH INDIVIDUALS.** If the resultant contract is with an individual it shall be signed by the individual in his own name. A contract with an individual doing business as a firm shall be signed by that individual and will ordinarily take the following form.

<u>INDIVIDUAL CONTRACTOR DECLARATION</u>	
I	<div style="text-align: center;"><i>(Typed Name)</i></div>
	am an individual doing business as
	<div style="text-align: center;"><i>(Name of company)</i></div>
	<div style="text-align: center;"><i>(Signature)</i></div>

(b) **CONTRACTS WITH PARTNERSHIPS.** If the resultant contract is with a partnership, it need be signed by only one partner provided the member signing has the authority to legally bind the partnership and proof of such authority is provided with the proposal. . In addition, the following statement shall be completed:

<u>PARTNERSHIP DECLARATION</u>

is a partnership composed of:

<i>(List all partners and indicate if any is limited in partnership authority)</i>

(c) **CONTRACTS WITH JOINT VENTURES.** If the resultant contract is with a joint venture created specifically to provide a proposal for this specific requirement, it need be signed by only member provided the member signing has the authority to legally bind the joint venture and proof of such authority is provided with the proposal. The joint venture must also be registered in the Central Contractor Registration (CCR) database and complete the On-Line Representations and Certifications Application (ORCA) at <https://orca.bpn.gov/>. In addition, the following statement shall be completed:

<u>JOINT VENTURE DECLARATION</u>	
is a Joint Venture composed of:	
_____	_____
<i>Printed Name</i>	<i>Signature</i>
_____	_____
<i>Printed Name</i>	<i>Signature</i>
_____	_____
<i>Printed Name</i>	<i>Signature</i>
_____	_____
<i>Printed Name</i>	<i>Signature</i>
_____	_____
<i>Printed Name</i>	<i>Signature</i>
<i>(All members of the joint venture must be identified above and sign the declaration. Identify those with signature authority.)</i>	

(d) **CONTRACTS WITH CORPORATIONS.** If the resultant contract is with a corporation, it shall be executed in the corporation name, followed by the word "by" after which the person who has been authorized to execute the contract on behalf of the corporation shall sign his name, with the designation of his official capacity. In addition, the following shall be completed:

<u>CORPORATION DECLARATION</u>	
I, *	_____
	<i>(Printed or Typed Name)</i>
certify that I am the _____	<i>(Title)</i>
of the corporation named as contractor herein, and that	

<i>(Printed or Typed Name)</i>	
who signed this contract on behalf of the corporation was then	

<i>(Title)</i>	
of said corporation; that the signature thereto is genuine; and that said contract was duly signed, sealed, and attested for an in behalf of said corporation by authority of the governing body and is within the scope of its corporate powers.	
Witness my hand and the seal of this corporation	
this _____ day of _____, 19 _____.	
*By:	_____
	<i>(Signature)</i>
	<i>Place Corporate Seal Here</i>

* The declaring Official cannot be the same person who signed the contract.

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-12	Preparation Of Bids	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price (FFP)** 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
13.9%	9.6%

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 **Nellis AFB, Clark County, Nevada.**

(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

**99th Contracting Squadron/LGCA
5865 Swaab Blvd, Bldg 588
Nellis AFB, NV 89191-7063**

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

(End of provision)

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

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

(b) An organized site visit has been scheduled for **THURSDAY, 25-FEB-2010, at 8:00 am**

(c) Participants will meet at--

**99th Contracting Sq/LGCA
5865 Swaab Blvd, Bldg 588
Nellis AFB NV 89191-7063
FAX 702-652-2532 or 702-652-4161**

(d) In order to access Nellis AFB to attend the site visit, the contractor must identify those individuals wishing to attend by providing their full name and date of birth, as well as the name and address of the firm they will be representing to the Nellis Contracting Office. Ensure the solicitation number is included on the request letter and is signed by an authorized representative of the sponsoring company. The information must be received not later than TUESDAY, 23-FEB-2010 -- please verify receipt of the request. All participants requiring a temporary pass will meet at the Visitor Control Center at the **Nellis AFB Main Gate by 7:45 a.m.** and must have a picture Identification Card (e.g., driver's license).

(f) Important Dates:

23-FEB-2010, TUESDAY by 4:30 pm: LIST of Site Visit Participants provided to above address

24-FEB-2010, WEDNESDAY by 1:30 pm: Written QUESTIONS provided

25-FEB-2010, THURSDAY at 8:00 a.m.: SITE VISIT held

26-FEB-2010, FRIDAY, by 4:30 p.m.: Additional written QUESTIONS generated as a result of the site visit will be considered if provided in writing and received by COB.

(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 address:

<http://farsite.hill.af.mil>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

L-601

MAGNITUDE OF CONSTRUCTION

The estimated magnitude of this project is **between \$1,000,000 and \$5,000,000..**

(End of clause)

Section M - Evaluation Factors for Award

BASIS OF AWARD - SEALED BID

The Government intends to award one contract to the, responsive, responsible contractor who has met all terms and conditions of the solicitation and submitted the lowest price.

(End of Provision)

CLAUSES INCORPORATED BY REFERENCE

52.214-19 Contract Award-Sealed Bidding-Construction AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2009)

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

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

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)