

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. FA4486-09-R-0003	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 31-Mar-2009	PAGE OF PAGES 1 OF 23

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. F2N33Q9049A001	6. PROJECT NO. MQNA 07-7016
7. ISSUED BY 65 CONS/LGCA 65TH CONTRACTING SQUADRON APO AE 09720-7775 TEL: 011-351-295-571468 FAX: 011-351-295-573758	CODE FA4486	8. ADDRESS OFFER TO (If Other Than Item 7) CODE See Item 7 TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME MICHAEL CLEVINGER	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 011-351-295-571220

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):
Construct Soil Treatment Facility
- 1) The magnitude of this project is between \$500,000 and \$1,000,000 in accordance with FAR 36.204(e).
 - 2) The North American Industry Classification (NAICS) code is 236210. The size standard is \$33.5 million.
 - 3) All offerors must be registered in the Central Contractor Registration (CCR) to be considered eligible for award.
 - 4) Liquidated damages will be assessed in the amount of \$209.03 for the first day of delay and \$136.75 for each calendar day of delay thereafter.
 - 5) A site visit has been scheduled for 21 April 2009 at 1000 hrs, Bldg T-615, in the 65th Contracting Squadron.
 - 6) All specifications will only be available in electronic format. Please contact TSgt Michael Clevenger at michael.clevenger@lajes.af.mil for CD copies.
 - 7) Contracting Officer information: melissa.haase@lajes.af.mil or 351-295-57-1468.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>240</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
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.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS

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 12:00 AM (hour) local time 06 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, ☒ is not required.
 - C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
 - D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>											
OFFER (Must be fully completed by offeror)											
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>						
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> 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. <i>(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.)</i>											
AMOUNTS		SEE SCHEDULE OF PRICES									
18. The offeror agrees to furnish any required performance and payment bonds.											
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>											
AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					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 <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 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											
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> 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.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award summarizes 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 <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>						
30B. SIGNATURE			30C. DATE			TEL:			EMAIL:		
					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	Construct Soil Treatment Facility FFP MQNA 07-7016: Contractor shall provide all labor, supervision, supplies, materials, tools, equipment and transportation necessary to perform all operations required to construct a Soil Treatment Facility at Lajes Field, Azores, in strict accordance with the terms and conditions of Project Specifications. FOB: Destination PURCHASE REQUEST NUMBER: F2N33Q9049A001 SIGNAL CODE: A	1	Lump Sum		
				NET AMT	

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

CLAUSES INCORPORATED BY REFERENCE

52.246-12	Inspection of Construction	AUG 1996
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Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	240 dys. ADC	1	65 CES/CERF - F2N33Q BASE CIVIL ENGINEERING BLDG T-570 APO AE 09720 011-351-295-573495 FOB: Destination	F2N33Q

CLAUSES INCORPORATED BY REFERENCE

52.211-13	Time Extensions	SEP 2000
52.242-14	Suspension of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

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 **.240*** 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)

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 **\$209.03** for the first day of delay and **\$136.75** 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)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
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
52.215-2	Audit and Records--Negotiation	JUN 1999
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
52.216-25	Contract Definitization	OCT 1997
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-50 Alt I	Combating Trafficking in Persons (Aug 2007) Alternate I	AUG 2007
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2008
52.232-25	Prompt Payment	OCT 2008
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
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	APR 1984
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
52.236-15	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
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	DEC 2008
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	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
52.249-6 Alt I	Termination (Cost-Reimbursement) (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
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
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

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(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):

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

(End of clause)

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

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

5352.201-9101 Ombudsman.

OMBUDSMAN (AUG 2005)

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

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

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

Primary Command Ombudsman:

Mr. David Jones
 HQ USAFE/A7K, UNIT 3050, Box 10, APO AE 09094-0110
 HQ USAFE/A7K, Flugplatz Ramstein, 66877 Ramstein Germany
 E-mail: dave.jones@ramstein.af.mil
 Tel: 0049-637-147-2209, Fax: 0049-673-147-2025

Alternate Command Ombudsman:

Lt Col Paul Marks
 HQ USAFE/A7K, UNIT 3050, Box 10, APO AE 09094-0110
 HQ USAFE/A7K, Flugplatz Ramstein, 66877 Ramstein Germany
 E-mail: paul.marks@ramstein.af.mil
 Tel: 0049-637-147-2026, Fax: 0049-673-147-2025

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)

5352.223-9001 Health and Safety on Government Installations.

As prescribed in [5323.9001](#), insert the following clause in solicitations and contracts:

HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)

(a) In performing work under this contract on a Government installation, the contractor shall:

- (1) Comply with the specific health and safety requirements established by this contract;
- (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Specifications	1	17-MAR-2009
Attachment 2	Drawings	1	17-MAR-2009

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **236210**

(2) The small business size standard is **\$33.5M**

(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) 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 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)

Section L - Instructions, Conditions and Notices to Bidders

REQUIRED INSURANCE**REQUIRED INSURANCE:**

a. The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance as required by Portuguese Law:

- 1) Insurance applicable to civil construction.
- 2) Portuguese Law #2127, Labor Accidents 3 Aug 65
- 3) Automobile liability

b. The Contractor shall also procure and maintain during the entire period of performance under this contract insurance to cover injuries to persons or damage to property that may occur in Portuguese territory as a result of acts or omissions done in the performance of duty by their employees.

NOTE: Full text of the Portuguese Laws may be accessed electronically at this address:

<http://www.dr.incm.pt/dr/default.asp>

CONDUCT OF CONTRACTOR PERSONNE**CONDUCT OF CONTRACTOR PERSONNEL/DEPENDENTS.**

- a. The contractor shall report to the contracting officer, immediately upon receipt of and/or discovery, any and all information, whether or not verified, relating to physical security incidents, misconduct, crimes, and misdemeanors, including but not limited to murder; arson; larceny of any weapon, ammunition, or explosives; larceny of other property; robbery; burglary; narcotics and dangerous drugs; destruction of Government property; fraud; malfeasance and misfeasance; sabotage; subversions; disaffections; treason; espionage. The contractor shall recognize and comply with the rules and regulations promulgated by the foreign country where the work is to be performed to the extent required by pertinent international agreements.
- b. In the event that it becomes necessary for the contracting officer to remove any contractor personnel/dependents for any of the above stated reasons, the contractor shall bear all costs associated with such removal, including the costs for the replacement of any personnel so removed. The contractor shall provide the contracting officer with a list of all personnel performing work under this contract and the name of a responsible individual who may be contacted twenty-four (24) hours a day whenever questions or problems arise concerning their personnel.

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 351-295-57-3758.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

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)

52.236-27 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--

21 April 2009 at 1000 hours

(c) Participants will meet at--

**65th Contracting Squadron,
Bldg T-615, Lajes Field, Portugal**

(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):

<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](#) (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)

5352.215-9001 Notice of pre-bid/pre-proposal conference.

NOTICE OF PRE-BID/PRE-PROPOSAL CONFERENCE (MAY 1996)

(a) A pre-bid/pre-proposal conference will be conducted at **Building T-615, 65th Contracting Squadron on Tuesday, 21 April 2009** at **1000 hours** for the purpose of answering questions regarding this solicitation.

(b) Submit the names of all attendees (not to exceed [3]) to **TSgt Michael Clevenger at Unit 7775, Building T-615, 295-57-1220** prior to **14 April 2009**. This information must be provided in advance in order to ensure access to the military base/conference site and adequate seating for the conference attendees.

(c) Bidders/Offerors are requested to submit questions to the point of contact noted above not later than [insert time and date]. Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

(d) A record of the conference shall be made and furnished to all prospective bidders/offerors. The record should include minutes of the meeting, including questions (on a non-attribution basis) and answers.

(End of provision)

ALTERNATE I (MAY 1996). If access to classified documents is contemplated, the contracting officer may add substantially the same as the following paragraphs (e) and (f) to the basic provision:

(e) To receive classified documents the recipient must have a security clearance of at least [insert classification] and authorization to act as courier. Security clearance and courier authorization must be on file at the following mailing address:

[insert address of organization responsible for this information]

(f) This conference is *[insert classification]*.

INSTRUCTION

**DEPARTAMENTO DA FORÇA AÉREA NORTE
AMERICANA ESTACIONADA NAS LAJES-AÇORES
CONTRIBUINTE No. 912002697**

IVA - REGIME DE ISENÇÃO

No.8 DO ARTIGO 28 DO CIVA, ABRANGIDO PELO
ARTIGO IX DO ANEXO I DO ACORDO TECNICO
ESTABELECIDO ENTRE PORTUGAL E OS
ESTADOS UNIDOS DA AMERICA.

Translation:

Department of the U.S. Air Force” stationed at Lajes – Azores
Tax ID No. 912002697

IVA – Regime of Exemption (Exemption of Tax)

Number 8 of Article 28 of the CIVA, in conjunction
with Article 9 of Annex 1 of the Technical Agreement
established between Portugal and the United
States of America.

REQUIRED DATE FOR SUBMITTALS

(a) Material submittals as required by Contract clause "Material and Workmanship", are specified in the Technical Specifications.

(b) The Contractor shall submit Material Submittals within **10** calendar days after receipt of the Notice-to-Proceed (NTP), or as otherwise specified on the AF Form 66.(Schedule of Material Submittals).

(c) All Material Submittals shall be prepared and submitted using AF form 3000.

(d) In the event the Contractor cannot meet the established dates for submission of Material Submittals, he will advise the Contracting Officer in writing and arrange a mutually acceptable date that will not delay progress of the work.

LEGAL HOLIDAYS

This base observes the following legal holidays:

*New Year's Day	01 January
Mardi Gras	Variable
Good Friday	Variable
Day of Liberty	25 April
Day of the Worker	1 May
Holy Spirit Monday	Variable
Corpus Christi	Variable
Day of Portugal	10 June
Praia da Vitoria Day	20 June
Assumption Day	15 August
Founding of the Republic	5 October
All Saint's Day	1 November
Restoration of Independence	1 December
Immaculate Conception	8 December
*Christmas Day	25 December
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
*Independence Day	04 July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
*Veteran's Day	11 November
Thanksgiving Day	4th Thursday in November

(*) NOTE: Any of the above holidays falling on a Saturday will be observed on the proceeding Friday. Holidays falling on a Sunday will be observed on the following Monday.

CONTRACTOR GENERATED REFUSE

(a) All Contractor generated refuse and waste shall be hauled from the construction site daily to a disposal area to be selected by the Contractor and shall be located outside the physical boundaries of the installation. This refuse and waste material shall be hauled in trucks with tight fitting covers to prevent spillage on roadways. The construction site shall be kept neat, orderly, and safe for workmen at all times.

(b) The contractor shall take positive action to prevent work-generated refuse from entering the sewer system.

HOURS OF WORK

The normal hours of work on Lajes Field, unless otherwise stated, are from 8:00a.m. to 5:00p.m, Monday through Friday, excluding holidays (identified under LEGAL HOLIDAYS in Section H.) For work during other than normal hours of work, the Contractor shall submit, in writing, for the Contracting Officer's approval, a notice of any period of scheduled work at times other than the normal hours of work specified above. This notice shall be submitted IAW the Statement of Work and Specifications.

LABOR LAWS OF HOST COUNTRY

Contractors shall comply with all of the applicable labor laws of Portugal.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using 65th Comptroller Squadron in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures--
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

(End of provision)

BASIS FOR AWARD

Contract award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors IAW FAR 15.101-2 -- Lowest Price Technically Acceptable Source Selection Process. By submission of its offer, the offeror agrees to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The Contracting Officer will make a determination of the contractor's responsibility in accordance with FAR 9.104. The evaluation process shall proceed as follows:

- 1) **Price Evaluation.** 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.
- 2) **Technical Acceptability.** Next, the government technical evaluation team shall evaluate the technical proposals submitted by the lowest priced offerors (usually, the lowest 5-7 proposals) on a pass/fail basis. The proposals shall be evaluated against the following subfactor:
 - a. **Experience:** The contractor must have pertinent experience in building construction or relevant construction experience within the last 7 years. Previous project/contract numbers and any other paperwork must be submitted with the proposal showing proper experience.
- 3) Offerors are cautioned to submit sufficient information and in the format specified in Section L. Offeror's may be asked to clarify certain aspects of their proposal. 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.
- 4) 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.

