

|  |   |  |   |                          |
|--|---|--|---|--------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i>  | 1. SOLICITATION NO.<br>FA4486-09-R-0013 | 2. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br>29-Jul-2009   | PAGE OF PAGES<br>1 OF 28 |
| <b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>  |   |  |   |                          |
| 4. CONTRACT NO.  | 5. REQUISITION/PURCHASE REQUEST NO.     |  | 6. PROJECT NO.<br>MQNA 07-1504  |                          |
| 7. ISSUED BY<br>65 CONS/LGCA<br>65TH CONTRACTING SQUADRON<br>APO AE 09720-7775<br><br>TEL: 011-351-295-571468      FAX: 011-351-295-573758   |   | CODE FA4486  | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE<br><div style="text-align: center; padding: 10px;"> <b>See Item 7</b> </div> |                          |
| 9. FOR INFORMATION CALL:   | A. NAME<br>NATHAN ALAN WALLACE          |  | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i><br>011-351-295-573104  |                          |
| <b>SOLICITATION</b>  |   |  |   |                          |
| <b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>  |   |  |   |                          |
| 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <span style="float: right;"><i>(Title, identifying no., date):</i></span><br>REPAIR GOLF SOUTH APRON PHASE I<br><br>1) The magnitude of this project is between \$250,000 and \$500,000 in accordance with FAR 36.204(d).<br><br>2) All offerors must be registered in the Central Contractor Registration (CCR) to be considered eligible for award.<br><br>3) A site visit is scheduled for 5 Aug 2009 at 1000 hrs, Bldg T-615, in the Contracting Squadron.<br><br>4) "Notice to Offerors: funds are not presently available for this project. No award will be made under this solicitation until funds are available. The government reserves the right to cancel this solicitation, either before or on 1 Oct 09, with no obligation to the offeror by the government."   |   |  |   |                          |
| 11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>120</u> calendar days after receiving<br><input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>   |   |  |   |                          |
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br><i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i><br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO   |   |  | 12B. CALENDAR DAYS  |                          |
| 13. ADDITIONAL SOLICITATION REQUIREMENTS:<br><br>A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>12:00 PM</u> <i>(hour)</i><br>local time <u>28 Aug 2009</u> <i>(date)</i> . 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.<br><br>B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.<br><br>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.<br><br>D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. |   |  |   |                          |

| <b>SOLICITATION, OFFER, AND AWARD (Continued)</b><br><i>(Construction, Alteration, or Repair)</i>   |  |                                       |           |             |   |  |  |                 |  |  |      |  |
|---|--|---------------------------------------|-----------|-------------|---|--|--|-----------------|--|--|------|--|
| <b>OFFER (Must be fully completed by offeror)</b>   |  |                                       |           |             |   |  |  |                 |  |  |      |  |
| 14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>   |  |                                       |           |             | 15. TELEPHONE NO. <i>(Include area code)</i>  |  |  |                 |  |  |      |  |
| CODE                      FACILITY CODE   |  |                                       |           |             | 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i><br><br><b>See Item 14</b>  |  |  |                 |  |  |      |  |
|   |  |                                       |           |             | 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.   |  |                                       |           |             |   |  |  |                 |  |  |      |  |
| <b>19. ACKNOWLEDGMENT OF AMENDMENTS</b><br><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 |  |  |      |  |
| <b>AWARD (To be completed by Government)</b>  |  |                                       |           |             |   |  |  |                 |  |  |      |  |
| 21. ITEMS ACCEPTED:   |  |                                       |           |             |   |  |  |                 |  |  |      |  |
| 22. AMOUNT  |  | 23. ACCOUNTING AND APPROPRIATION DATA |           |             |   |  |  |                 |  |  |      |  |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN<br><i>(4 copies unless otherwise specified)</i>   |  |                                       |           | <b>ITEM</b> | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO<br><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 |  |
| 28. <input type="checkbox"/> <b>NEGOTIATED AGREEMENT</b> <i>(Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.</i> |  |                                       |           |             | 29. <input type="checkbox"/> <b>AWARD</b> <i>(Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.</i>  |  |  |                 |  |  |      |  |
| 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<br>BY   |  |                                       |           |             | 31C. AWARD DATE   |  |  |                 |  |  |      |  |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0001    | REPAIR GOLF APRON PHASE I<br>FFP<br>Repair Golf Apron Phase I, MQNA 07-1504. The contractor shall provide all labor, equipment, supervision, and specified material to perform all operations required to Repair Golf Apron Phase I, at Lajes Field, Azores, in strict accordance with the Project Specifications.<br>FOB: Destination<br>SIGNAL CODE: A | 1        | Lump Sum |            |        |
|         |  |          |          | NET AMT    |        |

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS   | UIC    |
|------|---------------|----------|---|--------|
| 0001 | 120 dys. ADC  | 1        | 65 CES/CERF - F2N33Q<br>JOSE BARBOSA<br>BASE CIVIL ENGINEERING<br>BLDG T-570<br>APO AE 09720<br>295-57-6839<br>FOB: Destination | F2N33Q |

## CLAUSES INCORPORATED BY REFERENCE

|           |                    |          |
|-----------|--------------------|----------|
| 52.242-14 | Suspension of Work | APR 1984 |
|-----------|--------------------|----------|

## CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 120 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

## Section H - Special Contract Requirements

**INSTRUCTIONS****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 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 | 3 <sup>rd</sup> Monday in January  |
| President’s Day               | 3 <sup>rd</sup> Monday in February |
| Memorial Day                  | Last Monday in May                 |
| *Independence Day             | 04 July                            |

|                  |                                      |
|------------------|--------------------------------------|
| Labor Day        | 1 <sup>st</sup> Monday in September  |
| Columbus Day     | 2 <sup>nd</sup> Monday in October    |
| *Veteran's Day   | 11 November                          |
| Thanksgiving Day | 4 <sup>th</sup> 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.

#### LABOR LAWS OF HOST COUNTRY

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

#### 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.

#### 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>

#### 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.

#### CONTRACTOR PAYMENT IN EUROS

Payment will be made in Euros. Contractor shall submit invoice, in accordance with FAR Clause 52.232-5 entitled Payments under Fixed Price Construction Contracts and FAR Clause 52.232-34 entitled Payment by Electronics

Funds Transfer – Other than Central Contract Registration, to the Contracting Office monthly after current progress report is approved and Contracting will certify the invoice. Contractor must follow electronic procedures for submission of invoices, to include providing the necessary bank information for payments to be deposited directly to the Contractor's bank account by filling out the Remittance Information Form and Fax Cover Sheet. DFAS Limestone will use Electronic Funds Transfer to make the payment to the contractor in accordance with FAR Clause 52.232-27 entitled Prompt Payment for Construction Contracts.

**SAFETY BARRICADES AND WARNING SIGNS**

Adequate barricades and warning signs shall be furnished, installed, and maintained by the contractor for indoor and outdoor hazards related to the subject construction in accordance with the contract clause 52.236-13 in Section I.

**INSURANCE UNDER FIXED-PRICE CONTRACTS** (IAW FAR 28.306)

Reference FAR clause entitled "Insurance under Fixed-Price Contracts" the contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

- a) 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 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 "As required by Portuguese Law"
- b) General Liability Insurance. Liability insurance covering bodily injury and property damage in the minimum limits of "As required by Portuguese Law" per occurrence shall be required on the comprehensive form of policy.
- c) Automobile Liability Insurance. This insurance shall be required of 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 "As required by the Portuguese Law" per person and "As required by the Portuguese Law" per occurrence for bodily injury and "As required by the Portuguese Law" per occurrence for property damage shall be required.

**VENDOR CAREFULLY READ AND ABIDE BY THESE SHIPPING INSTRUCTIONS. ULTIMATE DESTINATION IS FOR A REMOTE LOCATION AND IT IS CRITICAL THESE PROCEDURES ARE FOLLOWED EXACTLY AS WRITTEN BELOW.**

**\*\*VENDOR SHIPPING INSTRUCTIONS\*\***

CAREFULLY READ AND ACCOMPLISH THE FOLLOWING ACTIONS:

Vendor should contact buyer/contract administrator via email: [nathan.wallace@lajes.af.mil](mailto:nathan.wallace@lajes.af.mil), or send fax to 011-351-295-57-3758 when utilizing U.S.-flag vessels for transporting supplies by sea under this contract. The contractor should include the type, weight, and cube of cargo, and a statement stating if any there is any classified or hazardous material associated with the shipment.

A Transportation Control Number (TCN) will be created and sent to the contractor prior to the shipment of any supplies. You will be provided shipping labels prior to shipment. **AFFIX THE SHIPPING LABELS TO EACH PACKAGE AND ENSURE THESE LABELS ARE CLEARLY VISIBLE. FAILURE TO PROPERLY LABEL THE SHIPMENT WILL RESULT IN FRUSTRATED CARGO AND DELAYS IN PAYMENT.**

When a TCN and TAC Code is received by the contractor, supplies should be sent to the following depot location:

TCN:

TAC Code:

Fleet and Industrial Supply Center Norfolk

FISC Ocean Terminal  
BLDG CEP 201  
9248 Virginia Avenue  
Norfolk, VA 23511

**NOTE: FRUSTRATED CARGO CAN CAUSE SERIOUS MISSION DEGRADATION FOR THIS REMOTE LOCATION. WE DEPEND ON YOU TO PROPERLY LABEL YOUR SHIPMENTS TO AVOID ANY DELAYS. THANKS FOR YOUR ATTENTION.**

After shipment to the FISC Ocean Terminal in Norfolk, VA, contractor must fax or email a copy of the delivery receipt to the buyer/contract administrator via email: [nathan.wallace@lajes.af.mil](mailto:nathan.wallace@lajes.af.mil), or send fax to 011-351-295-57-3758.

**Note: Call Norfolk ahead of time to schedule a delivery appointment within 48 hours in advance at 757-444-4170, Ext. 109.**

NOTE: If an item exceeds 10,000 lbs or dimension requirements, contact Norfolk for direct booking instructions. POC at Norfolk for direct booking is Mr. Kerry Foerst ([kerry.foerst@navy.mil](mailto:kerry.foerst@navy.mil)).

**EMPLOYEE RECRUITING (PORTUGUESE NATIONALS):**

It is the Contractor's responsibility to comply with the following requirements for Portuguese National employees.

- a) The Contractor, using his own contracting forms, may contract directly with, or request assistance from the Civilian Personnel office, civilian recruitment section, Headquarters Azores Air Command (SRPC, HAAZ), in contracting Portuguese National employees. The Contractor's contract form must include, as a minimum, the following: name, social welfare number, date and place of birth, residence (village and council), parent's name, marital status, spouse's maiden name, professional degree or skill, salary, meal and transportation allowances.
- b) It will be the Contractor's responsibility once he has obtained his employees, to clear them through SRPC/HAAZ in order for them to gain access to this installation.
- c) The Contractor shall request on SRPC/HAAC forms the number of passes needed. A pass will be issued to each employee. The employee will proceed with the pass directly to the Portuguese Air Police Identification Section at the Main Gate for proper clearance and return to SRPC/HAAZ to have the pass laminated.
- d) The Contractor shall inform SRPC/HAAZ when the contract period of performance is changed and return all passes to SRPC/HAAC upon completion of the contract.
- e) Failure to comply with paragraph (b) or (c) of this clause may result in the denial of entrance to this installation.
- f) U.S. citizens and Third Nation personnel, who are residents of Terceira Island at the time they are hired by the Contractor, must comply with the Portuguese Laws regarding work permits. It is the responsibility of the Contractor to insure compliance with these laws. Failure to do so may result in the employee being denied access to Lajes Field.

**RECORD DRAWINGS**

Record drawings showing existing underground utilities are located in Building 570, Lajes Field, Azores, Portugal. Contractor shall call **011-351-295-57-6828** for record drawings, the POC is **Tony Avila** at 65 CE/CECN. Any utility



lines shown on the record drawings (or made known to the Contractor) and damaged during construction work, will be repaired immediately by the Contractor at no cost to the Government.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

|           |  |          |
|-----------|--|----------|
| 52.202-1  | Definitions  | JUL 2004 |
| 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 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions   | SEP 2007 |
| 52.204-4  | Printed or Copied Double-Sided on Recycled Paper   | AUG 2000 |
| 52.204-7  | Central Contractor Registration  | APR 2008 |
| 52.204-9  | Personal Identity Verification of Contractor Personnel   | SEP 2007 |
| 52.209-6  | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | SEP 2006 |
| 52.211-13 | Time Extensions  | SEP 2000 |
| 52.215-2  | Audit and Records--Negotiation   | MAR 2009 |
| 52.215-8  | Order of Precedence--Uniform Contract Format   | OCT 1997 |
| 52.222-50 | Combating Trafficking in Persons   | FEB 2009 |
| 52.223-5  | Pollution Prevention and Right-to-Know Information   | AUG 2003 |
| 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 |
| 52.232-27 | 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 |
| 52.236-15 | 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 |
| 52.243-4           | Changes   | JUN 2007 |
| 52.244-6           | Subcontracts for Commercial Items   | MAR 2009 |
| 52.246-12          | Inspection of Construction  | AUG 1996 |
| 52.246-21          | Warranty of Construction  | MAR 1994 |
| 52.249-2           | Termination For Convenience Of The Government (Fixed-Price)                                     | MAY 2004 |
| 52.249-2 Alt I     | Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I            | SEP 1996 |
| 52.249-10          | Default (Fixed-Price Construction)  | APR 1984 |
| 52.253-1           | Computer Generated Forms  | JAN 1991 |
| 252.201-7000       | Contracting Officer's Representative  | DEC 1991 |
| 252.203-7001       | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies            | DEC 2008 |
| 252.204-7003       | Control Of Government Personnel Work Product  | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A  | SEP 2007 |
| 252.205-7000       | 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 |
| 252.225-7041       | 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 |

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

## 52.211-12 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 \$191.66 for the first day of delay and \$119.38 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)

## 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

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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)

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](mailto: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](mailto: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/ATTACHMENTSLIST OF DOCUMENTS

## Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION                    | PAGES | DATE        |
|---------------|--------------------------------|-------|-------------|
| Attachment 1  | Specifications                 | 9     | 30-JUN-2009 |
| Attachment 2  | Drawings                       | 6     | 02-JUL-2009 |
| Attachment 3  | Past Performance Questionnaire | 3     | 02-JUL-2009 |

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

252.225-7031 Secondary Arab Boycott Of Israel

JUN 2005

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

(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 (d) of this provision applies.

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

☐ Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Contracting Officer check as appropriate.)

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

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

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

----- (A) Basic.

----- (B) Alternate I.

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

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

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

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

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

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

----- (A) Basic.

----- (B) Alternate I.

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

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

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

INSTRUCTIONS TO OFFERORS**I. INSTRUCTIONS TO OFFERORS**

- a. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or sub factors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of two (2) separate parts; **Part I** - Price Proposal **Part II** - Past Performance.
- b. The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the Contracting Officer will review this determination and if, in the Contracting Officer's opinion, adequate price competition exists no additional cost information will be requested and certification under [FAR 15.406-2](#) will not be required. However, if at any time during this competition, the Contracting Officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the Contracting Officer to determine the reasonableness and affordability of the price.

**II. SPECIFIC INSTRUCTIONS:**

- a. **PART I – PRICE PROPOSAL** - *Submit original and one (1) copy*
  - i. Complete blocks 14, 15, 17, 19, and 20a – 20c of the RFP Section A, SF Fm 1442. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP Sections A through K. These sections constitute the model contract.
  - ii. Insert proposed unit and extended prices in Section B for each Contract Line Item Number (CLIN).
  - iii. Complete the necessary fill-ins and certifications in Sections I through K. Section shall be returned in its entirety. For Sections C through I, the offeror shall submit only those pages that require a fill-in.
- b. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:
  - i. Requirements of the RFP (CLINs & Specifications) and Government standards and regulations pertaining to the Specifications.
  - ii. Evaluation Factors for Award in Section M of this RFP.
  - iii. Any limitation on the number of proposal pages. Pages exceeding the page limitations set forth in this Section L will not be read or evaluated, and will be removed from the proposal.
  - iv. Format for proposal Part II shall be as follows:
    - a. The proposals will be 8 1/2" x 11" paper except for foldouts used for charts, tables, or diagrams, which may not exceed 11" x 17".

- b. A page is defined as one face of a sheet of paper containing information.
  - c. Typing shall not be less than 12 pitch.
  - d. Elaborate formats, bindings or color presentations are not desired or required.
- c. **PART II – PAST PERFORMANCE INFORMATION** - Only references for same or similar type contracts are desired. Submit original and two (2) copies.
- i. **Quality and Satisfaction Rating for Contracts Completed in the Past Three Years:**  
Provide information currently available (letters, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for same or similar type contract. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.
  - ii. **Past Performance Questionnaires:** The government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this solicitation. The government will use information submitted by the offeror and obtained from other sources such as other Federal Government offices and commercial sources, to assess performance. Provide a list of no more than ten (10), of the most relevant contracts performed for Federal agencies and commercial customers within the last three (3) years. Relevant contracts include concrete and asphalt paving that is similar or greater in scope, magnitude and complexity than the effort described in this solicitation. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. Furnish the following information for each contract referenced:
    - a. Company/Division name
    - b. Product/Service
    - c. Contracting Agency/Customer
    - d. Contract Number
    - e. Contract Dollar Value
    - f. Period of Performance
    - g. Verified, up-to-date name, address, FAX and telephone number of the Contracting Officer
    - h. Comments regarding compliance with contract terms and conditions
    - i. Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions.
  - iii. If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past/present performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.
  - iv. Only past performance information for recent and relevant contracts is desired relevancy and recency, is defined in the table immediately following:

Relevancy Definitions

| RATING        | DEFINITION  |
|---------------|---|
| Relevant      | A Government or construction contract in which the contractor performs or performed concrete and asphalt paving similar or greater in scope to those identified in the Specifications included in the "List of Attachments" of this Request for Proposal (RFP.) |
| Semi-Relevant | A Government or construction contract in which the contractor performs or performed concrete and asphalt paving somewhat similar in scope to those identified in the Specifications included in the "List of Attachments" of this Request for Proposal (RFP.)   |
| Not Relevant  | A Government or construction contract that does not involve any significant aspects of this solicitation as identified in the Specifications included in the "List of Attachments" of this Request for Proposal (RFP.)  |
| Recent        | Within last three (3) years (Aug 2006 to current date)  |

- i. Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

#### **General Information**

INFORMATION REGARDING SUBMISSION OF PROPOSAL: Hand carried proposals must be submitted to SSgt Nathan A. Wallace, 65<sup>th</sup> Contracting Sq., Unit 7775 Bldg T-615, APO AE 09720. The sealed envelope or package used to submit your proposal must show the time and date specified for receipt, the Solicitation Number, and the name and address of the offeror.

Offerors are cautioned that Lajes Field, Terceira Island, Azores, Portugal has visitor control procedures requiring individuals not affiliated with the installation to obtain a visitor pass prior to entrance. **SOME DELAY SHOULD BE ANTICIPATED WHEN HANDCARRYING PROPOSALS.** Offerors should allow sufficient time to obtain a visitor pass and arrive at Bldg T-615 PRIOR to the time specified for receipt. Late proposals will be processed in accordance with FAR 52.215-1 "Instructions to Offerors – Competitive Acquisitions"

#### CLAUSES INCORPORATED BY REFERENCE

52.215-1                      Instructions to Offerors--Competitive Acquisition                      JAN 2004

#### 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)



## 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

## 52.233-2 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:

MSgt Zane R. Rohwedder  
65 CONS/LGCA  
Unit 7775  
APO AE 09720-1401

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

(End of provision)

## 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) An organized site visit has been scheduled for--  
5 Aug 2009 at 1000 hrs

(c) Participants will meet at—  
65<sup>th</sup> Contracting Squadron, Bldg T-615, 1<sup>st</sup> Floor Conference Room.

(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)

## Section M - Evaluation Factors for Award

**BASIS FOR AWARD**

## Section M - Evaluation Factors for Award

**BASIS FOR CONTRACT AWARD:** Price Performance Tradeoff (PPT). This is a competitive selection in which competing offerors past and present performance history will be evaluated on a basis approximately equal to price IAW FAR 15.101-1 – Tradeoff 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:

- (a) **Price Evaluation.** Initially, offers shall be ranked according to price. 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.
- (b) **Past Performance Evaluation.** Using questionnaires, the Contracting Officer shall seek relevant performance information based on (1) the references provided by the offeror and (2) data independently obtained from other Government sources. Relevant performance includes performance of efforts involving concrete and asphalt paving that are similar or greater in scope, magnitude and complexity than the effort described in this solicitation. The Government reserves the right to seek information on higher priced offerors if none of the lower priced offerors receive a "Substantial Confidence" or HIGHER performance assessment rating. The purpose of the past performance evaluation is to allow the Government to assess the offeror's ability to perform the effort described in the solicitation, based on the offeror's demonstrated present and past performance. The assessment process will result in an overall performance confidence assessment rating of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, or Unknown Confidence, as defined in AFFARS MP5315.3, Table 3.

The Government will evaluate each offeror's past performance information provided. Each offeror will then be assigned an overall Performance Confidence rating. In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings listed in the table below.

| <b>AFFARS MP5315.3 TABLE 3- PERFORMANCE CONFIDENCE ASSESSMENTS</b> |   |
|--|---|
| <b>Rating</b>  | <b>Description</b>  |
| SUBSTANTIAL CONFIDENCE   | Based on the offeror's performance record, the Government has a high expectation that the offeror will successfully perform the required effort.        |
| SATISFACTORY CONFIDENCE  | Based on the offeror's performance record, the Government has an expectation that the offeror will successfully perform the required effort.            |
| LIMITED CONFIDENCE   | Based on the offeror's performance record, the Government has a low expectation that the offeror will successfully perform the required effort.         |
| NO CONFIDENCE  | Based on the offeror's performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort. |
| UNKNOWN CONFIDENCE   | No performance record is identifiable or the offeror's performance record is so sparse that no confidence assessment rating can be reasonably assigned. |

Past performance regarding predecessor companies, key personnel who have relevant experience, or sub- contractors that will perform major or critical aspects of the requirement will not be considered as highly as past performance information for the principal offeror. Offerors with no relevant past or present performance history shall receive the rating "Unknown Confidence", meaning the rating is treated neither favorably nor unfavorably.

- (c) In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this solicitation.
- (d) Using responses to the past performance questionnaires included in the attachment titled, "Past Performance Questionnaire", references provided by the offeror, and data independently obtained from other Government and commercial sources, the Government will evaluate past performance information. The Government will consider Recency, Relevancy, Magnitude of the past performance, and size and complexity of the past performance relative to this RFP. The Government will focus on the following subfactors of equal importance:
  - (a) Recency: All projects submitted must have been completed within the past three years from the solicitation issue date.
  - (b) Relevancy: Offerors shall submit past experience with concrete and asphalt paving. The offeror shall submit documentation to prove their experience with concrete and asphalt paving from previous projects.
  - (c) Magnitude: Projects submitted as experience must be within the magnitude of greater than \$100,000.00.
- e. Offerors are cautioned to submit sufficient information and in the format specified in section L. Offerors may be asked to clarify certain aspects of their proposal or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

Note: The evaluation will be based on, but not limited to the contractor's RELEVANT present and past performance questionnaires.
- (f) 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.

# **Specifications for**

## **Repair Golf South Apron Pads and AGE Equipment Pad**

### **PHASE I**

## **MQNA 07-1504**



**USAFE**  
**Lajes Field, Azores, Portugal**

**65th Civil Engineer Squadron**  
**APO AE 09720**

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## **SECTION 01010**

### **STATEMENT OF WORK**

**1.01 GENERAL:** The Contractor's scope of work includes supplying all plant, labor, equipment, supervision and specified material to perform all operations required to complete all work as specified in the contract.

**1.02 LOCATION:** The work site will be adjacent to Hangar (being demolished), Golf Apron South, Lajes Field, Azores, Portugal.

**1.03 PRINCIPAL FEATURES:** The following list of principal features is intended as a guide only and should in no way be considered an all inclusive description of the work and does not relieve the Contractor from the responsibility to complete the work in accordance with the applicable construction drawings, schedules, and specifications.

A. Remove and dispose asphalt, base and subbase to an average depth of 24 inches of turf.

B. Compact the remaining base.

C. Place 18 inches of concrete (5,000 psi).

E. Paint lines disturbed by the construction.

F. Maintain the area cleaned at all times.

**1.04 EXECUTION/PHASING:** Contractor will be provided any drawings, special phasing requirements or any other added requirements to accomplish the work.

**1.05 SANITATION:** Adequate sanitary conveniences, to include restroom facilities, of a type approved for use of persons employed on the work shall be incorporated, properly secluded from public observation, and maintained by the Contractor. These conveniences shall be maintained at all times without nuisance. Upon completion of the work, the conveniences shall be removed by the Contractor from the premises, leaving the premises clean and free from nuisance.

**1.06 BASE CIVIL ENGINEERING WORK CLEARANCE REQUEST:** Prior to performance of this project, the Contractor shall request an AF Form 103, Base Civil Engineering Work Clearance Request.

**1.07 NOTIFICATION FOR START AND STOPPAGE OF SITE WORK:** The Contractor shall notify the Contracting Officer or his authorized representative if he plans to stop work on the job site for one (1) or more consecutive work days. He shall notify the Contracting Officer or authorized representative one (1) work day prior to the resumption of work.

### **1.08 INSPECTION SERVICES:**

A. Accomplish work in an orderly progression of phases to satisfy performance requirements of this specification. Repeat work disapproved by the Contracting Officer at no additional cost to the Government until approval is obtained.

B. Items of work to be concealed will be Government inspected prior to concealment.

C. Notify the Contracting Officer 2 working days prior to proposed date of final inspection. The final inspection shall be preceded by a prefinal inspection (or multiple inspections if necessary) at which time a list of deficiencies in the work will be furnished to the Contractor. Discrepancies noted in the prefinal inspection(s) shall be corrected by the Contractor and reinspected by the Government prior to final inspection of the work.

**1.09 CONTRACTOR'S TEMPORARY FACILITIES:** Contractor shall submit a plan detailing specific temporary facilities for approval through the Contracting Officer prior to commencing work. Temporary facilities shall be of sufficiently strong material and constructed so as to minimize hazards to nearby facilities during high winds. Temporary facilities will be removed by the Contractor and area restored to its original condition.

### **1.10 CONTRACTOR USE OF PREMISES:**

A. Confine operations at site to areas permitted by contract.

B. Do not unreasonably encumber site with materials or equipment.

C. Assume full responsibility for protection and safekeeping of material, equipment, and products stored on premises.

D. Move stored products which interfere with operations.

E. Obtain additional storage needed for operations.

F. Limit use of premises to construction operations. Do not disrupt operations of nearby existing buildings. Coordinate use of premises under the direction of the Contracting Officer.

**1.11 HAUL ROADS:** Haul roads to be used for this project shall be as designated at the preconstruction meeting; spillage of materials or trash shall be cleaned up by the Contractor immediately after each spillage.

**1.12 DISPOSAL OF RUBBISH AND DEBRIS:** Haul rubbish and debris from construction operations to the Island Landfill. The Contractor shall not use any base trash receptacles to dispose of rubbish or debris.



**1.13 FIRE PREVENTION STANDARDS DURING CONTRACT PERFORMANCE:**

A. Contractor's operations and personnel shall comply with the requirements of the Base Fire Prevention Standards and NFPA 241-86, Safeguarding Building Construction and Demolition Operations. The most stringent shall apply in all cases.

B. Smoking shall be prohibited in the vicinity of hazardous operations and in the airfield area.

C. Waste material and rubbish shall not be stored nor allowed to accumulate within the area but shall be removed from the site daily. Rubbish shall not be burned on base.

D. Construction Equipment: Gasoline powered air compressors, hoists, derricks, pumps, etc., shall have at least a 6-inch clearance maintained between piping and combustible material.

E. The Contractor shall furnish his own fire extinguisher during construction. They shall be appropriate size and type for the type of fire hazards expected to be found.

**1.14 CONFORMANCE TO SAFETY CODES:** The Contractor's method of operation, work conditions, procedures, and equipment shall comply with all applicable requirements stipulated by the Occupational Safety and Health Act, Federal Acquisition Regulation Contract clauses, and Army Corps of Engineers Manual EM 385-1, Safety and Health Requirements Manual.

**1.15 STORAGE AND PROTECTION:** No covered storage area is available for the Contractor's use; however, the Government will supply an open storage area at a location designated by the Contracting Officer. The Contractor may, at no additional expense to the Government, provide a temporary structure in the designated area but must remove structure upon completion of each delivery order. Ownership or use of structure cannot be transferred to another Contractor, or to an individual or group of individuals, while structure is on Government property. Any material which becomes stained, deteriorated, contaminated, or otherwise damaged as a result of exposure to the elements shall not be installed. Any new or existing work which is damaged due to inadequate protection shall be removed and replaced at the Contractor's expense.

**1.16 CLEANING:** Maintain and clean work and storage areas on a daily basis. Materials removed and not reused and debris resulting from the Contractor's work shall become the property of the Contractor. The sale of any materials or debris on Lajes Field is prohibited. All materials and debris that become the Contractor's property shall be removed and legally disposed of in accordance with local regulations at no additional charge to the Government.

END OF SECTION 01010

## **SECTION 01560 ENVIRONMENTAL PROTECTION**

### **PART 1 - GENERAL**

**1.01 SCOPE:** This section specifies the requirements applicable to the environmental protection.

**1.02 ENVIRONMENTAL REFERENCES:** The Contractor is responsible for strict adherence to any Federal or local environmental regulations relating to this project. The critical environmental regulations for this project are as follows: Hazardous Waste Transportation 49 CFR 172-177, Resource Conservation Recovery Act 40 CFR, MO 10 CSR, Toxic Substance Control Act 40 CFR 763, National Emission Standards for Hazardous Air Pollutants 40 CFR 61 Subpart M, Toxic Substance Control Act 10 CSR 10-6, Air Force Occupational Safety and Health (AFOSH) Standard 48-8, and Federal Compliance with Pollution Control Standards E.O. 12088 & 12580. This is not intended to be an exclusive listing of Contractor legal responsibilities and cannot in any way release the Contractor from any regulatory requirements not listed. 65 CES/CEV is the base expert on environmental compliance/noncompliance issues and will provide assistance to the Contractor whenever interpretations of environmental regulations and procedures are required.

### **1.03 HAZARDOUS MATERIAL CERTIFICATION REQUIREMENTS:**

A. Certifications shall be required for all hazardous materials. For the purposes of this project hazardous material shall be defined as any material or mixture of materials which may present a danger to the public health or safety or the environment and includes:

1. Materials containing chemicals defined under Section 1910.122-C of Title 29 of the Code of Federal Regulations, and hazardous substance; any extremely hazardous substance listed in 40 CFR part 355; and any pesticide for which a registration has been canceled or suspended under the provisions of section 263.00, RSMO, or the Federal Insecticide, Fungicide and Rodenticide Act of 1972, or P.L. 92A516 and.
2. Materials containing any element, compound, mixture, solution or substance designated pursuant to sections 101(14) and 102 of the Comprehensive Environmental Response, Compensation, and Liabilities Act (CERCLA) or designated pursuant to section 304 of the Emergency Planning and Community Right-to-Know Act, and
3. Any hazardous material designated by the Secretary of the United States Department Transportation under the Hazardous Materials Act.

B. Prior to the final closeout of the construction project any hazardous material brought onto Lajes Field by the Contractor must have a current copy of the

manufacturer's Material Safety Data Sheet (MSDS). The Contractor must ensure through certification that the MSDS contains at minimum, the following information:

1. Manufacturer's Name
2. List 100% of the hazardous chemical components
3. Chemical Abstract Number (CAS Number) for each chemical component
4. Specific Gravity/Unit Volume and or Unit Weight
5. Ph (Acidity or Alkalinity) if applicable
6. Flash Point/Ignitability
7. Exact weight in pounds/ounces of the material initially brought on base

C. Reuse of Surplus Hazardous Materials: Surplus hazardous materials will be the responsibility of construction Contractor. A certification of surplus hazardous material is required prior to construction project closeout certifying both the quantity and reuse of that hazardous material.

D. Prior to final acceptance of this project the Contractor shall compile a listing of all hazardous materials relating to this project. The listing will include the product name, manufacturer, and exact weight of material remaining. All material tracking shall be done on the Hazardous Material Tracking List.

E. Requirement for special haul routes to deliver or remove hazardous materials for this project shall be addressed by the Contractor.

#### **1.04 HAZARDOUS WASTES DISPOSAL REQUIREMENTS:**

A. All hazardous wastes generated by this project shall be handled and disposed of at Contractor's expense, in the manner required by Federal and local regulations (40CFR, 49CFR) and approved by the Contracting Officer. For this project hazardous waste shall be defined as any solid wastes satisfying the criteria listed in 40 CFR 261.3.

B. The Contractor shall be responsible for proper handling, containerization, labeling and storage of hazardous wastes created from this project.

C. The Contractor shall be responsible for obtaining all necessary manifest forms and for proper completion of each form.

1. The Contractor shall obtain all manifest numbers from 65 CES/CEV, who can be reached at 295-57-6323 or 295-57-6558.
2. Each manifest line item must have the quantity listed on the manifest in pounds except PCBs that shall have the quantity listed in Kilograms.
3. Each manifest line item must have supporting documentation to allow proper chemical characterization of the hazards as defined in 40 CFR.

Sampling and analysis will be required on all wastes that have been contaminated or altered during the course of this project.

4. The Contractor shall ensure all hazardous wastes are moved off base only by properly licensed hazardous waste transporters.

5. 65 CES/CEV shall be the only authorized agency to sign each manifest for wastes being transported off Lajes Field. Each shipment must be evaluated by 65 CES/CEV for compliance with applicable environmental regulations prior to signing the manifest. Generator's original copy of the manifest shall be retained by 65 CES/CEV. The Contractor shall retain the responsibility for correction of all discrepancies noted during the pre-transport evaluation.

**1.05 INSPECTION LIABILITY:**

A. The Contractor should understand that any operations on Lajes Field property are fully inspectable by the 65 CES/CEV and other federal regulatory, Air Force, or local agencies. Compliance with all requirements in areas where called for in this project is mandatory.

B. By accepting this project the Contractor will also permit no notice inspections of all activities related to the project by 65 CES/CEV (Base Environmental Flight). Issues of noncompliance will be addressed directly to the Contracting Officer to assure rapid correction of the unsatisfactory features.

C. Any breach of environmental regulations deemed serious by the Contracting Officer shall result in withholding of all progress or final payments related to this project until environmental compliance has been restored.

END OF SECTION 01560

**SECTION 32 00 00**  
**EXTERIOR IMPROVEMENTS**

**General.**

All standard specifications, pertaining to metals and applicable to the scope of effort identified in each delivery order in the most recent version (as of the award date of this contract) of the Unified Facilities Guide Specifications (UFGS) Guide Specifications are incorporated into this specification by reference. If there is a conflict between these specifications, the most stringent requirement shall apply.

End of Section 32 00 00

MQNA 07-1504, PHASE I

REPAIR

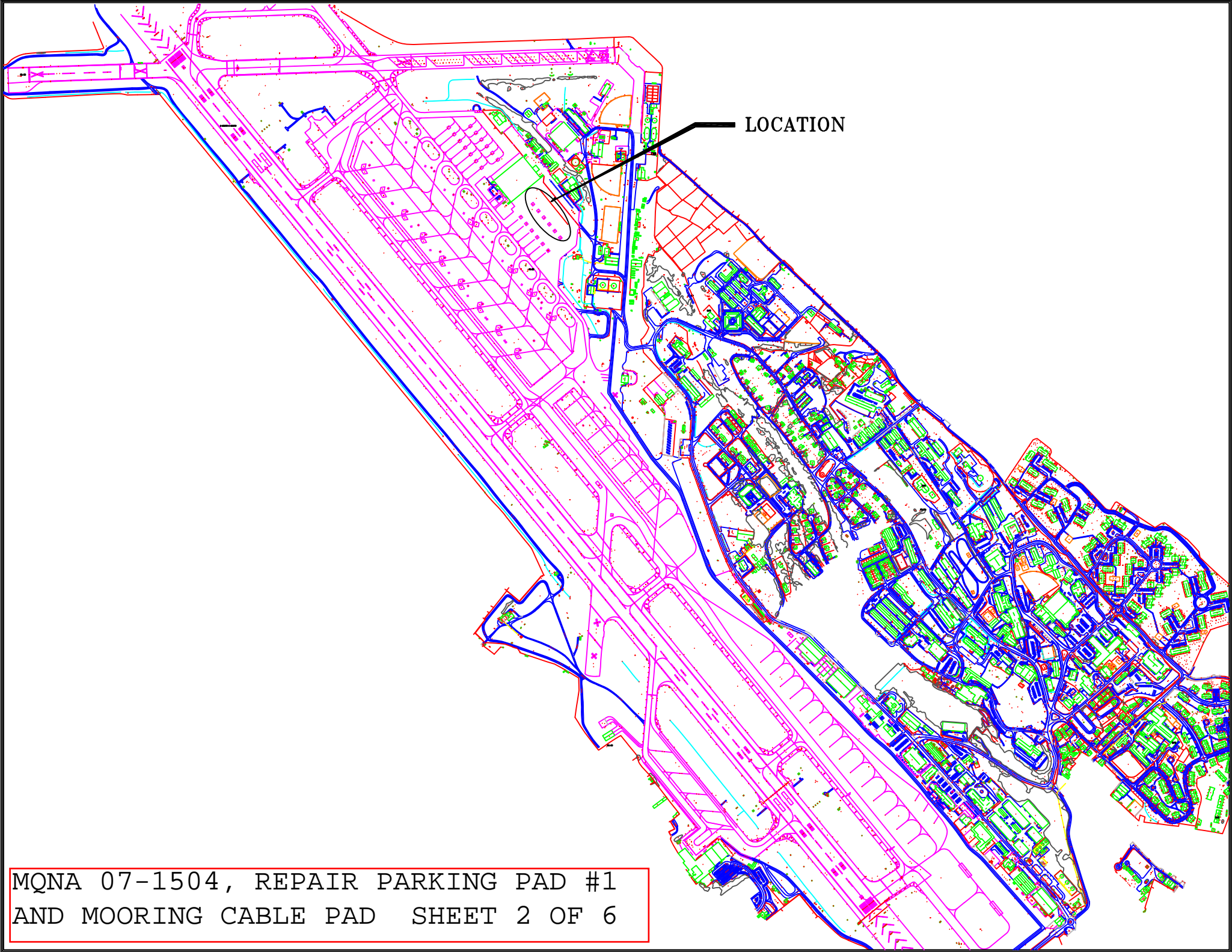
PARKING PAD #1

AND

MOORING CABLE PAD

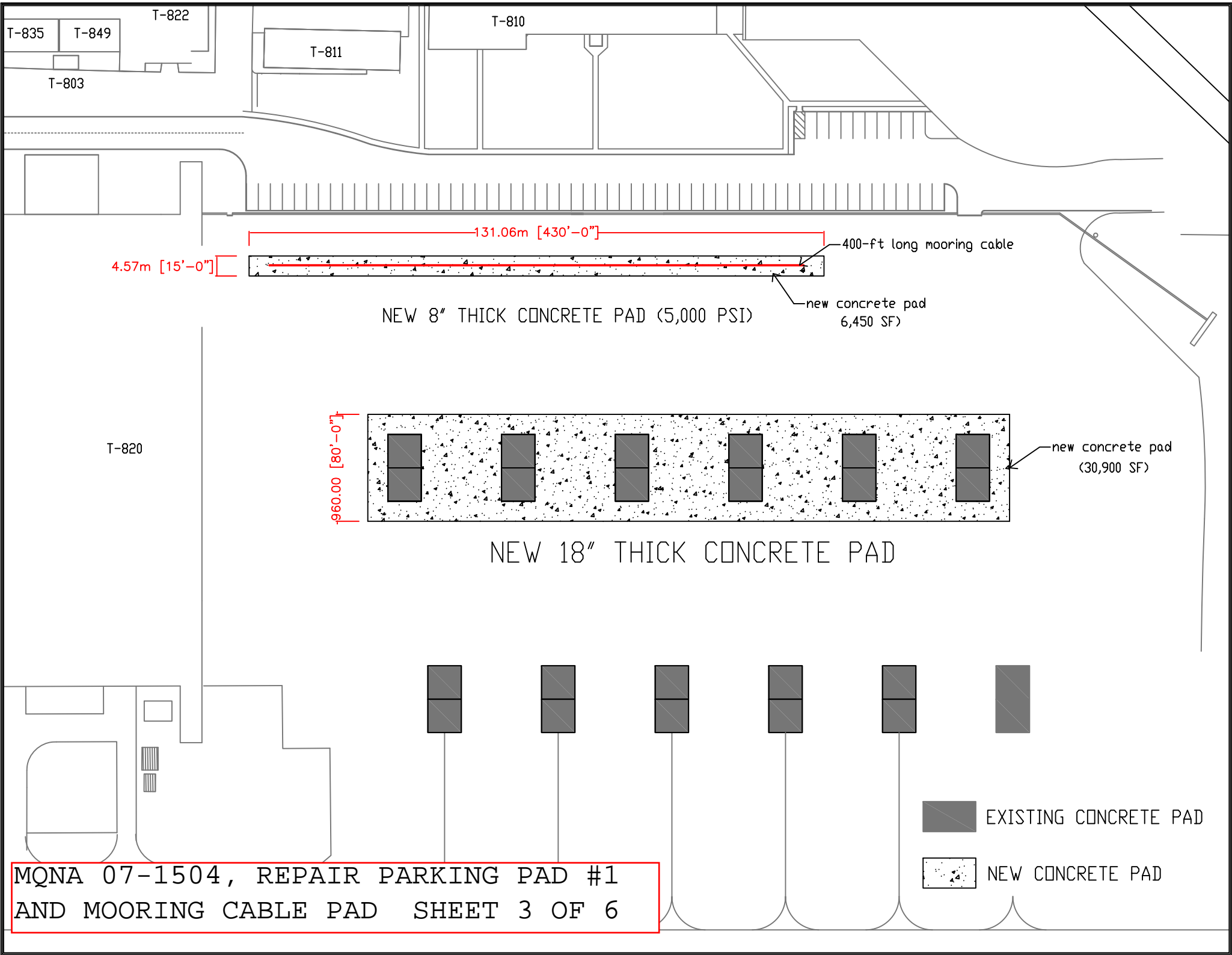
GOLF APRON — SOUTH

MQNA 07-1504, REPAIR PARKING PAD #1  
AND MOORING CABLE PAD SHEET 1 OF 6

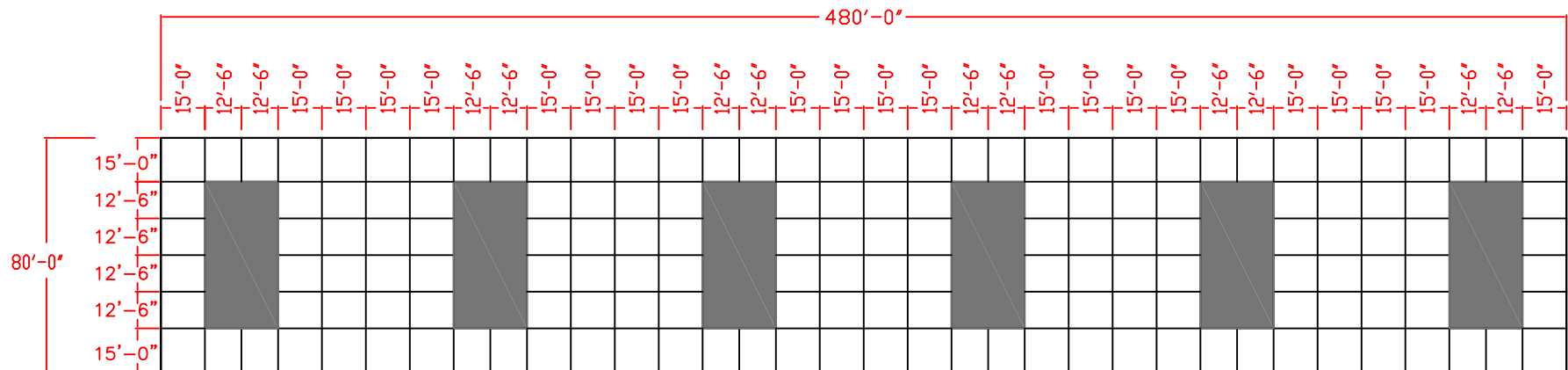


LOCATION

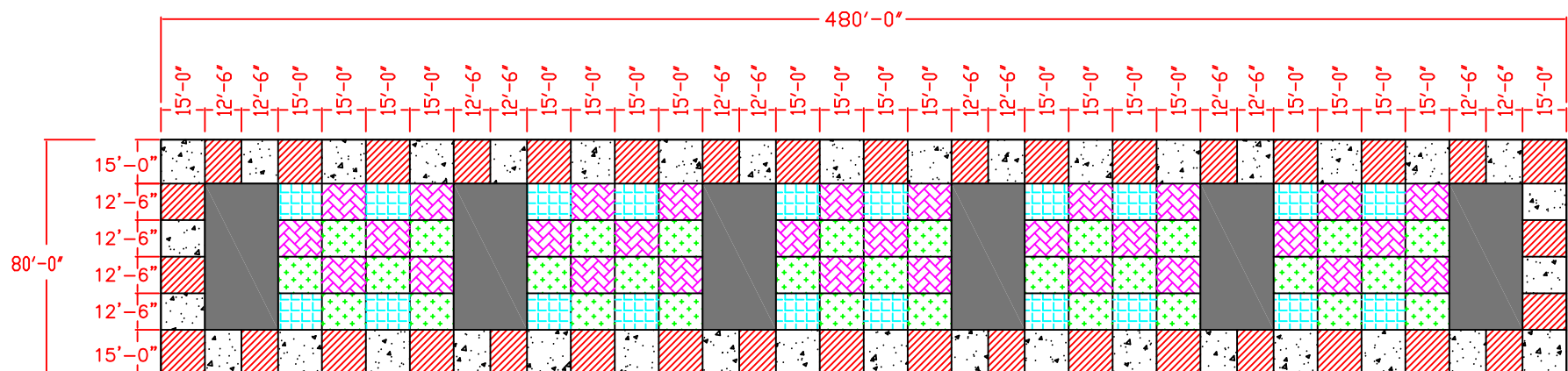
MQNA 07-1504, REPAIR PARKING PAD #1  
AND MOORING CABLE PAD SHEET 2 OF 6







## JOINT SPACING




MQNA 07-1504, REPAIR PARKING PAD #1  
AND MOORING CABLE PAD SHEET 4 OF 6


## SEQUENCY OF CONCRETE POUR - 6 WEEKS

 1ST POUR (5 PER DAY) - 8 DAYS

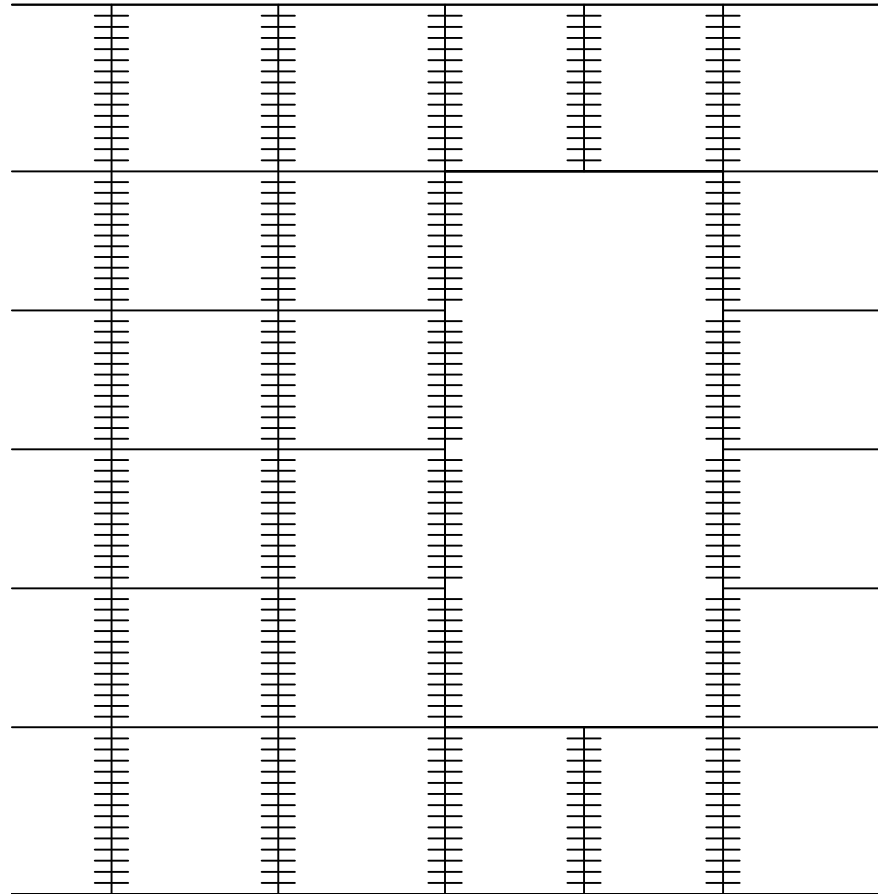
 2ND POUR (5 PER DAY) - 8 DAYS

 3RD POUR (4 PER DAY) - 5 DAYS

 4RD POUR (6 PER DAY) - 5 DAYS

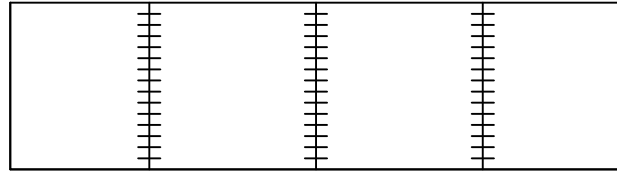
 5TH POUR (6 PER DAY) - 5 DAYS

 EXISTING CONCRETE PADS TO REMAIN

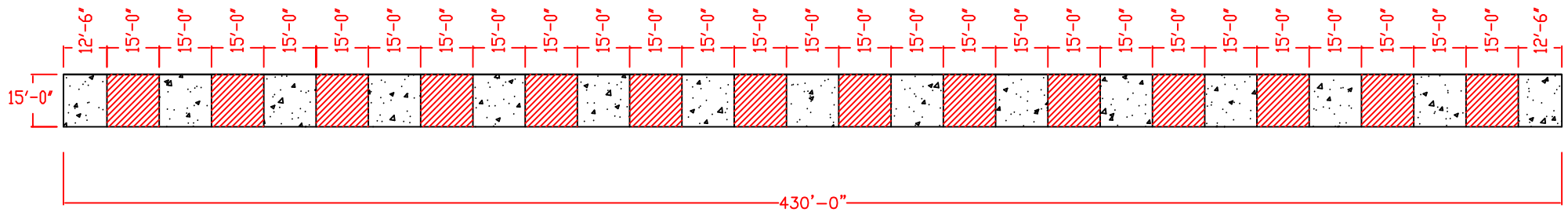


DOWELS FOR PAD #1

MQNA 07-1504, REPAIR PARKING PAD #1  
AND MOORING CABLE PAD SHEET 5 OF 6



DOWELS (2' LONG x 12" SPACING)




NEW 8" THICK CONCRETE PAD (5,000 PSI) JOINT SPACING

SEQUENCY OF CONCRETE POUR - 1 WEEK

GENERAL NOTE: ALL EXISTING TIE DOWNS SHALL REMAIN. WORK AROUND THE TIE DOWNS.

 1ST POUR (3 PER DAY) - 6 DAYS

 2ND POUR (3 PER DAY) - 6 DAYS

MQNA 07-1504, REPAIR PARKING PAD #1  
AND MOORING CABLE PAD SHEET 6 OF 6

**PAST AND PRESENT PERFORMANCE QUESTIONNAIRE**

A. **GENERAL INFORMATION**: The individual most knowledgeable of the contractor's day-to-day operations should complete this survey. However, this individual is encouraged to supplement his or her knowledge with the judgment of others within his or her organization. Please complete the questionnaire as thoroughly as possible by indicating your ratings and providing comments, wherever applicable. Furthermore, please print neatly and submit all information in the English language. Follow up phone calls will be conducted by the contracting office to ensure the accuracy of this questionnaire.

Contractor's Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
\_\_\_\_\_ Point of Contact: \_\_\_\_\_  
\_\_\_\_\_

Project Title and Brief Description of Work: \_\_\_\_\_  
\_\_\_\_\_

Contract Number Provided by Offeror: \_\_\_\_\_ Dollar Amount: \_\_\_\_\_

Contract Period or Dates of Performance Provided by Offeror: \_\_\_\_\_

Contractor performed as the ☐ **Prime** Contractor ☐ **Sub-Contractor** ☐ **Key** Personnel.

**\* Note: If offeror holds or has held other contracts with your agency/organization in the last 3 years, please complete separate evaluation forms for those contracts as well.**

B. **RESPONDENT INFORMATION**:

Name of Respondent: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_ Email Address: \_\_\_\_\_

C. **FAX COMPLETED SURVEY FORM TO:** 351 295 57 3758 or **E-MAIL TO**  
**[nathan.wallace@lajes.af.mil](mailto:nathan.wallace@lajes.af.mil)**

D. **PERFORMANCE INFORMATION**: Choose the appropriate letter on the scale (E, G, S, M, U, and N) that most accurately describes the contractor's performance or situation. ***PLEASE PROVIDE A NARRATIVE EXPLANATION FOR ANY RATINGS OF M or U.***

| <b>E</b>  | <b>G</b>  | <b>S</b>   | <b>M</b>   | <b>U</b>   | <b>N</b>   |
|---|---|--|--|--|--|
| <b>Exceptional</b>  | <b>Good</b>   | <b>Satisfactory</b>  | <b>Marginal</b>  | <b>Unsatisfactory</b>  | <b>Neutral</b>   |
| Performance meets contractual requirements with many exceeded to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were highly effective. | Performance meets contractual requirements with some exceeded to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than some minor problems for which corrective actions taken by the contractor were effective. | Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor were satisfactory. | Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented. | Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective. | Performance was not observed or not applicable to the current effort being reported against. |

CONTRACTOR'S NAME: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

Place an "X" in the appropriate column using the definitions matrix above.

|    | <b>The contractor:</b>  | <b>E</b> | <b>G</b> | <b>S</b> | <b>M</b> | <b>U</b> | <b>N</b> |
|----|---|----------|----------|----------|----------|----------|----------|
| 1. | Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements. |          |          |          |          |          |          |
| 2. | Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.                  |          |          |          |          |          |          |
| 3. | Delegated authority to project managers and supervisors commensurate with contract requirements.                                    |          |          |          |          |          |          |
| 4. | Home office participated in solving significant local problems.   |          |          |          |          |          |          |
| 5. | Followed approved safety plan   |          |          |          |          |          |          |
| 6. | Followed approved quality control plan.   |          |          |          |          |          |          |
| 7. | Provided effective quality control and/or inspection procedures to meet contract requirements.                                      |          |          |          |          |          |          |
| 8. | Corrected deficiencies in timely manner and pursuant to their quality control procedures.   |          |          |          |          |          |          |
| 9. | Provided timely resolution of contract discrepancies.   |          |          |          |          |          |          |

|     | The contractor:   | E | G | S | M | U | N      |
|-----|---|---|---|---|---|---|--------|
| 10. | Identified problems as they occurred.   |   |   |   |   |   |        |
| 11. | Suggested alternative approaches to problems.   |   |   |   |   |   |        |
| 12. | Displayed initiative to solve problems.   |   |   |   |   |   |        |
| 13. | Complete all inspection reports.  |   |   |   |   |   |        |
| 14. | Paid subcontractors/suppliers in a timely manner  |   |   |   |   |   |        |
| 15. | Provided accurate and complete line item cost proposals   |   |   |   |   |   |        |
| 16. | Was responsive to contract changes.   |   |   |   |   |   |        |
| 17. | Provided adequate project supervision.  |   |   |   |   |   |        |
| 18. | Visit site to observe progress of the work.   |   |   |   |   |   |        |
| 19. | Maintained required certifications throughout life of contract.   |   |   |   |   |   |        |
| 20. | Able to fullfill all requirements of work contracted for.   |   |   |   |   |   |        |
| 21. | Submitted relevant past performance applicable to concrete and asphalt paving   |   |   |   |   |   |        |
| 22. | Past performance submitted was recent (within the last three years)   |   |   |   |   |   |        |
| 23. | Past performance submitted has a magnitude of greater than \$50K  |   |   |   |   |   |        |
| 24. | How would you rate the contractor's overall performance?  |   |   |   |   |   |        |
| 25. | Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain outcome in “remarks.” |   |   |   |   |   | YES/NO |
| 26. | Would you award another contract to this contractor? If not, explain in “remarks.”  |   |   |   |   |   | YES/NO |
|     |   |   |   |   |   |   |        |

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_