

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 20			
2. CONTRACT NO.		3. SOLICITATION NO. DABQ03-03-R-0007	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 18 Feb 2003	6. REQUISITION/PURCHASE NO. QUICKFIX--FWA				
7. ISSUED BY REGIONAL CONTRACTING OFFICE - ALASKA ATTN: SFCA-PRA-A PO BOX 5-525 FORT RICHARDSON AK 99505-0525 TEL: 907-384-7088/7105 FAX: 907-384-7112/7118			CODE DABQ03	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>2nd FL-E.end, Bldg 600</u> until <u>03:00 PM</u> local time <u>19 Mar 2003</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME STEPHAN N. RUSSELL		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 907-384-7104		C. E-MAIL ADDRESS stevan.russell@richardson.army.mil				
11. TABLE OF CONTENTS										
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE						
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Construction Services-Quick Fix Program FFP Fort Wainwright				
	DO NOT ENTER PRICING AT THIS TIME PURCHASE REQUEST NUMBER: QUICKFIX--FWA				

NET AMT

FOB: Destination

Section C - Descriptions and Specifications

GENERAL STATEMENT

This request for proposal (RFP) is issued to solicit interested parties that wish to participate in the US Army's Quick-Fix Program to perform minor construction related services for the U.S. Army Garrison, Alaska located on Fort Wainwright. The government intends to award approximately five (5) individual Blanket Purchase Agreements (BPA's) to the highest rated offerors that meet the governments standards as stated in Section M of this RFP. Each offeror must comply with the requirements for evaluation submittals listed at the end of this statement.

The following terms and conditions will be incorporated into each BPA awarded.

1. This document constitutes a Blanket Purchase Agreement (BPA) for furnishing minor construction related services for Fort Richardson, U.S. Army Garrison, Alaska (USAG-AK).
2. Authorized government BPA Callers may place oral or written calls under this BPA within their specific levels of purchase limits. Authorized government BPA Callers may place individual orders (calls) between \$250.00 and \$2,500.00 for "micro-purchase" calls and written calls between \$2,501.00 and \$25,000.00 for competitively priced calls. The Contracting Officer strictly reserves any rights to place call with a value in excess of \$25,000.00 against this BPA. All calls will be placed in accordance with the terms and conditions stated herein. This BPA is valid for a period time not to exceed three years, unless terminated by either party in writing with an advance notice of at least thirty days.
3. No government funds are obligated by this agreement. The Government will be obligated only to the extent of funds authorized by BPA Caller(s) that were actually made with each call or as stipulated for calls in excess of \$25,000.00 as stated above.
4. The Contractor hereby acknowledges and accepts the terms and conditions as stated herein for each call and certifies it is presently not debarred, suspended, or declared ineligible for award of contracts by any Federal Agency.
5. The Contractor hereby agrees that the clauses referenced or shown as full text are incorporated into and made a part of each call placed against this BPA. The Contractor further agrees to comply with any new regulation, which may be promulgated by the Federal Acquisition Regulation (FAR), or the Defense Federal Acquisition Regulations (DFARS).
6. Prices charged to the Government shall be as low or lower than those charged to the contractor's most favored customer for comparable quantities under similar terms and conditions. The maximum allowable single purchase threshold for Ordering Officers is \$25,000.00 the maximum single purchase threshold of \$100,000.00 is strictly limited to the Contracting Officer.

ORDERING PROCEDURES

1. The Directorate of Public Works (DPW) Contract Management Division will issue requests for proposals, evaluate each proposal received and place calls in accordance with the following criteria:
2. **Under \$2,500.00** - For orders under \$2,500.00 DPW BPA Caller(s) will rotate calls between each listed contractor.
3. **Over \$ 2,500.00** – DPW will request price proposals from each listed contractor when pending projects exceed the micro-purchase threshold of \$2,500.00. In some cases the BPA Caller(s) may issue additional call(s) that fall under the micro-purchase threshold to the contractor currently working in the immediate area of the new requirement.

4. **Over \$25,000.00** - DPW will request price proposals from each listed contractor when pending projects exceed the estimated threshold of \$25,000.00. In some cases the government may issue additional call(s) that fall under the micro-purchase threshold to the contractor currently working in the immediate area of the new requirement

Evaluation of Request for Proposals for individual Calls – DPW will evaluate each proposal received. Calls will be awarded to the contractor with the lowest price that meets or exceeds the required performance period. This means that at times the award will go to the other than lowest price.

INVOICING AND PAYMENTS

The Contractor shall submit individual invoices for each call completed and accepted by the government directly to Directorate of Public Works, ATTN: BPA Caller, Contract Management, Bldg 724, Fort Richardson, Alaska 99505 or to the ACA Regional Contracting Office, Bldg 600, Fort Richardson, Alaska 99505 for payment, whichever organization placed the call. Payments will be made by Government Purchase Card.

DEFINITIONS

BPA	Blanket Purchase Agreement
BPA Caller(s)	Person(s) authorized to place individual calls
Contracting Officer	Individual(s) authorized to enter into and change agreements, contracts and obligate funds
DPW	Directorate of Public Works
COR	Contracting Officers Representative, individual that oversee’s the Quick-Fix Program. Not authorized to alter agreements, contracts or obligate funds

AWARD EVALUATION SUBMITTALS

All proposals received for consideration for award must include the following information:

Qualifications

- 1) Statement of compliance to meet a minimum of 3 years business experience
- 2) Copies of State of Alaska’s business and contractors license.

Past Performance

- 1) List of past and current projects. List project title, dollar amount, point of contact with phone numbers.
- 2) Experience in working/managing sub-contractors.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.200-4015 HOLIDAYS (Local Clause)

The following federal legal holidays are to be observed in performance of the resulting contract:

- New Year's Day (1 January of every year)
- Martin Luther King Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (4th Monday in May)
- Independence Day (4th of July each year)
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veteran's Day (11th of November each year)
- Thanksgiving (4th Thursday in November)
- Christmas (25th of December each year)

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by United States Government agencies.

(End of clause)

52.200-4502 CONTRACT ADMINISTRATOR (Local Clause)

All matters pertaining to Government administration of this contract should be directed to:

Regional Contracting Office - Alaska
 ATTN: Contract Specialist (907) 353-7505
 P.O. Box 35510
 Fort Wainwright, Alaska 99703-0510

(End of clause)

52.200-4504 CONTACT FOR CONTRACT ADMINISTRATION (Local Clause)

In the event your firm receives a contract as a result of this solicitation, please designate a person whom we may contact for contract administration.

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

E-MAIL: _____

(End Of Clause)

52.300-4003 REQUIRED INSURANCE (Local Clause)

In accordance with Contract Clause FAR 52.228-5, entitled "Insurance Work on a Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract at least the following minimum insurance:

TYPE	AMOUNT
(a) Workmen's Compensation and Employer's Liability Insurance	\$100,000.00
(b) General Liability Insurance	\$500,000.00 per occurrence
(c) Automobile Liability Insurance	
For commercial motor vehicles as defined by the Department of Public Safety, Division of Motor Vehicles, Commercial Vehicle Section	\$500,000.00 bodily injury or death in a single occurrence \$200,000.00 property damage in a single occurrence
For other vehicles used in connection with performing the contract	\$200,000.00 for bodily injury or death per person \$500,000.00 for bodily injury or death per occurrence \$25,000.00 property damage per occurrence

Workers' Compensation Insurance MUST comply with the requirements of Alaska Statute 23.30.

Note: As prescribed by Clause 52.228-5, before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. Policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. Upon request, proof of the required insurance and the endorsement shall be furnished to the Contracting Officer.

Additional Note: The Contractor shall be responsible for informing his/her employees that employee-owned vehicles operated on the Government installation, but not used in performing the contract, must comply with the following mandatory State of Alaska insurance requirements:

\$50,000.00 bodily injury or death
of one person per occurrence

\$100,000.00 bodily injury or death
of two or more persons per occurrence
\$25,000.00 property damage per occurrence

(End of clause)

52.300-4004 POST TRAFFIC REGULATION (Local Clause)

All Contractors are advised that it is a violation of a post traffic regulation to exceed 10 miles per hour while passing military personnel in formation, or a military group running or walking along the side of the road. Driving privileges on this installation may be suspended or canceled for violating post traffic regulations or applicable state laws and will not be considered an excusable delay under the contract. Each Contractor must ensure that all of its employees have been informed of this information.

(End of clause)

52.300-4060 EXCAVATION AND UTILITY CLEARANCES (Local Clause)

The Directorate of Public Works shall issue the Contractor the necessary excavation and utilities clearances. The Contractor shall request such clearances and state in writing to the Contracting Officer not less than ten (10) calendar days prior to the date he anticipates commencement of work. It shall be the Contractor's responsibility to pick up such clearances at the Directorate of Public Works office. The Contractor will not proceed with excavation of any kind until he has obtained a copy of the following:

- (a) Drawings showing all utilities within the proposed work area(s).
- (b) Staking will normally be accomplished within five (5) days after clearances have been granted and staking requested.
- (c) Clearances will be valid for ninety (90) days from date of issue or as otherwise directed by the issuing authority.

(End of clause)

52.300-4062 SCRAP AND SALVAGEABLE MATERIALS (Local Clause)

Unless specified elsewhere in the terms of this agreement or specified in individual calls, all materials and equipment removed in the performance of the work (salvageable and non-salvageable) shall be removed from the job site and disposed of at the Contractor's option. Disposal shall be in compliance with local, state, and federal regulations.

(End of Clause)

52.300-4074 UTILITIES (Local Clause)

Utility services required on the job site for accomplishment of the work will be furnished at no cost to the Contractor; however, the Government will make no connections or alterations to the existing utility facilities for accomplishment of this work and any changes required by the Contractor will be at his expense and at no additional cost to the Government. Utilities for office and/or storage buildings or areas will not be furnished free of charge.

(End of clause)

52.300-4076 ACCESS ROSTERS (Local Clause)

The Contractor shall submit a roster indicating the name of each employee that requires access to the installation. The roster shall be prepared on the Contractor's letterhead citing the appropriate contract number, the full name (with middle initial), and the social security number of the employee who requires access. The roster shall be submitted to the Contracting Officer Representative who will in turn provide it to the Provost Marshal. Individuals on the roster will be issued either a temporary vehicle pass or a vehicle sticker. In no case will the Government allow access to individuals not on the roster; therefore, the Contractor shall be required to update the roster as necessary.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.211-13	Time Extensions	SEP 2000
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-4	Recovered Material Certification	OCT 1997
52.223-6	Drug Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.225-5	Trade Agreements	FEB 2002
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-23	Assignment Of Claims	JAN 1986
52.232-36	Payment by Third Party	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984

52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.243-5	Changes and Changed Conditions	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of [Blanket Purchase Agreements](#) resulting from this solicitation.

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

In performing individual calls, the Contractor is not authorized to make expenditures or incur obligations exceeding the limits stated in each call.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 233320.

(2) The small business size standard is \$12.5 million.

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

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

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

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

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

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

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

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

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

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

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

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

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

(d) Notice.

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

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

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

- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

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

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)

(a) General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) Contractor payment request. In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

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

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: William Lorkowski
Address: Bldg 3015, Fort Wainwright
Telephone: 353-6296

(End of provision)

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://www.arnet.gov/far>
<http://www.hill.af.mil>
<http://www.dtic.mil/dfars>

52.300-4006 SERVICE CONTRACT WAGE DETERMINATION (Local Clause)

Department of Labor Wage Determination No. 1994-2017 (R-27) dated 05-28-2002 is hereby incorporated and made a part of the resulting contract.

The wages for the different occupations listed in the above referenced Wage Determination are based on various descriptions as defined in the publication entitled, "Service Contract Act Directory of Occupations," issued by the U. S. Department of Labor. This document may be reviewed at the Regional Contracting Office, Bldg -600, 2nd Floor, East End, Fort Richardson, Alaska.

(End of Clause)

52.300-4063 DAVIS BACON WAGE DECISIONS-COMMERCIAL (Local Clause)

- (a) General Wage Decision number AK020006 including 13 modifications, dated 01/03/2002 is hereby incorporated, and will be made a part of any contract resulting from this solicitation.
- (b) This wage decision shall be the prevailing wage for the life of the contract, unless the decision is further amended under the solicitation prior to award of contract.

(End of Clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
 - (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
 - (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
 - (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
 - (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR

database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.701-4125 SIGNIFICANT EVALUATION FACTORS (Local Provision)

(a) In selecting the offer most advantageous to the Government, the following factors will be considered:

- (1) Business Qualifications
- (2) Past Performance

(b) These two factors, qualification and past performance are equal in importance. The Government is interested in proposals that offer qualified small business with some experience in Federal contracting as a prime or sub-contractor.

(c) Within the Business Qualification factor, the following subfactors are equal in importance.

- (1) At least 3 years business experience.
- (2) Business License issued by the State of Alaska
- (3) Contractors License, Bonded, and Insured by the State of Alaska

(d) Within the Past Performance factor, the following sub factors are equal in importance.

- (1) Successful history of past projects with references
- (2) Experience in subcontract management

(e) The government will assign numerical ratings for each factor and subfactor as follows:

1. **Poor:** Does not meet minimum qualifications. References stated low quality, slow performance and will not use again.
2. **Good:** Meets minimum qualifications. References were OK, Owners would use again.
3. **Very Good:** Exceeds minimum qualification. References were please with work performed and would very likely use again
4. **Outstanding:** Exceeded minimum qualifications. References were very happy with performance, cost, and quality and would very likely use the contractor again.

C. Each proposal will be evaluated on the above stated standards. All past performance points assigned will averaged over the quantity of past performance surveys received/completed.

D. Final selection of successful contractors will be based on 1) meeting minimum qualifications, and 2) average score assigned from past performance surveys. In the event there are more than 5 potential successful proposals based on point ties, we may use the lottery method for final selection or expand the number of BPA's.

(End of Provision)