

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DAPC49-01-R-0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 24-Jul-2002	PAGE OF PAGES 1 OF 56
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. DPWHSG-REQS-2001	6. PROJECT NO. AFH20014/OJ		
7. ISSUED BY DIRECTORATE OF CONTRACTING ATTN: APVR-RDOC PO BOX 5-525 BLDG 977 FT. RICHARDSON AK 99505-0525 TEL:(907) 384-7088	CODE DAPC49 FAX: (907) 384-7112/7118	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> See Item 7 TEL: FAX:		CODE
9. FOR INFORMATION CALL:	A. NAME PAT I. HANSON	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 907-384-7104		
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> Military Family Housing Maintenance Provide Military Family Housing Maintenance in accordance with the Statement of Work, Performance Work Statement and Specifications contained in this solicitation. Technical Specifications Entitled: Project Number: AFH20014/OJ Davis-Bacon Wage Decision: AK020007, dated 3/01/2002, (Residential-Anchorage); AK020005 Modification 3, dated 7/5/2002 (Residential-Fairbanks) Service Contract Act Wage Determination: 94-2017, Revision 27 Magnitude of Project: More than 10 Million for Base and Option Periods NOTE: INITIAL BONDING IS APPLICABLE TO THE TOTAL OF LINE ITEMS 0026AA THROUGH 0030AC AND ITEMS 0061AA THROUGH 0114AB, FOR THE BASE YEAR. THIS REQUIREMENT IS RESTRICTED TO ALASKAN 8(a) CONTRACTORS AND 8(a) BUSINESS ENTITIES WITH BONA FIDE BRANCH OFFICES IN ALASKA.				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See 52.211-10 _____.)				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>3</u> copies to perform the work required are due at the place specified in Item 8 by <u>16:30:00</u> (hour) local time <u>8/23/02</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE FACILITY CODE

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:
SEE SCHEDULE

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)*
 Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA BY

31C. AWARD DATE

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
---------	-------------------	--------------------	------	------------	------------------

0001

1.00

Lump Sum

Schedule I
FFP - Military Family Housing Maintenance, Phase-in Period

1 SEPTEMBER 2002 - 30 SEPTEMBER 2002
Cost to bring personnel on board and accomplish administrative requirements set forth in the Performance Work Statement prior to full performance. Family/Troop and BOQ Quarters Maintenance, Forts Richardson, Wainwright, Alaska, and 801 Off-post Housing, Fairbanks, Alaska. (See Attachment 6, Line Items 0001A, 0001B, and 0001C)

PURCHASE REQUEST NUMBER DPWHSG-REQS-2001

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Schedule II FFP - Military Family Housing Maintenance, Base Year Forts Richardson and Wainwright, Alaska and 801 Off-Post Housing, Fairbanks, Alaska	1.00	Lump Sum		

1 OCTOBER 2002 - 30 September 2003
 Family/Troop and BOQ Quarters Maintenance, Fort Richardson, Alaska
 (See Attachment 6, Line Items 0001AA thru 0124AB for, Price Schedule)

ENTER THE TOTAL PRICE FOR THE BASE YEAR (ATTACHMENT 6)
 \$ _____

ENTER THE TOTAL PRICE FOR ITEMIZED MAINTENANCE
 BASE YEAR (ATTCHMENT 6A)
 \$ _____

NOTE: ALL THE QUANTITIES LISTED IN ATTACHMENT 6 ARE
 "ESTIMATED" QUANTITIES. SERVICE CONTRACT ACT (SCA)
 WAGES APPLY TO LINE ITEMS 0001AA-0004AC, 0006AA-0008AM,
 0010AA, 0012AA-0015AC, 0017AA-0017AJ, 0018AA-0025AC, 0031AA-
 0051AF AND 0115AA-0124AB.
 PURCHASE REQUEST NUMBER DPWHSG-REQS-2001

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003		1.00	Lump Sum		

Schedule III
 FFP - Military Family Housing Maintenance, First Option Year
 Fort Richardson and Wainwright, Alaska and 801 Off-Post Housing, Fairbanks, Alaska

(1 October 2003 - 30 September 2004)
 Family/Troop and BOQ Quarters Maintenance, Forts Richardson, Wainwright, Alaska, and 801 Off-Post Housing, Fairbanks, Alaska
 (See Attachment 6, Line Item 0001BA thru 0124BB)

ENTER THE TOTAL PRICE FOR THE FIRST OPTION YEAR
 (ATTACHMENT 6)

\$ _____

ENTER THE TOTAL PRICE FOR ITEMIZED MAINTENANCE
 FIRST OPTION YEAR (ATTACHMENT 6A)

\$ _____

NOTE: ALL THE QUANTITIES LISTED IN ATTACHMENT 6 ARE "ESTIMATED" QUANTITIES. SERVICE CONTRACT ACT (SCA) WAGES APPLY TO LINE ITEMS 0001BA-0004BC, 0006BA-0008BM, 0010BA, 012BA-0015BC, 0017BA-0017BJ, 0018BA-0025BC, 0031BA-0050BF AND 0115BA-0124BB.

PURCHASE REQUEST NUMBER DPWHSG-REQS-2001

ESTIMATED
 NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	Schedule IV FFP - Military Family Housing Maintenance, Second Option Year	1.00	Lump Sum		

1 October 2004 - 30 September 2005
 Family/Troop & BOQ Quarters Maintenance,
 (See Attachment 6, Line Items 0001CA thru 0124CB for, Price Schedule)

ENTER THE TOTAL PRICE FOR SECOND OPTION YEAR
 (ATTACHMENT 6)
 \$ _____

ENTER THE TOTAL PRICE FOR ITEMIZED MAINTENANCE
 SECOND OPTION YEAR (ATTACHMENT 6A)
 \$ _____

NOTE: ALL THE QUANTITIES LISTED IN ATTACHMENT 6 ARE
 "ESTIMATED" QUANTITIES. SERVICE CONTRACT ACT (SCA)
 WAGES APPLY TO LINE ITEMS 0001CA-004CC, 0006CA-0008CM,
 0010CA, 0012CA-0015CC, 0017CA-0017CJ, 0018CA-0025CC, 0031CA-
 0050CF, AND 0115CA-0124CB.

PURCHASE REQUEST NUMBER DPWHSG-REQS-2001

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	Schedule V FFP - Military Family Housing Maintenance, Third Option Year	1.00	Lump Sum		

1 October 2005 - 30 September 2006
 Family/Troop and BOQ Quarters Maintenance,
 (See Attachment 6, Line Items 001DA thru 0124DB for, Price Schedule)

ENTER THE TOTAL PRICE FOR THIRD OPTION YEAR (ATTACHMENT 6)
 \$ _____

ENTER THE TOTAL PRICE FOR ITEMIZED MAINTENANCE THIRD OPTION YEAR (ATTACHMENT 6A)
 \$ _____

NOTE: ALL THE QUANTITIES LISTED IN ATTACHMENT 6 ARE "ESTIMATED" QUANTITIES. SERVICE CONTRACT ACT (SCA) WAGES APPLY TO LINE ITEMS 0001DA-0004DC, 0006DA-0008DM, 0010DA, 0012DA-0015DC, 0017DA-0017DJ, 0018DA-0025DC, 0031DA-0050DF AND 0115DA-0124DB.
 PURCHASE REQUEST NUMBER DPWHSG-REQS-2001

ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006	Schedule VI FFP - Military Family Housing Maintenance, Fourth Option Year	1.00	Lump Sum		

1 October 2006 - 30 September 2007
 Family/Troop & BOQ Quarters Maintenance, 801 Off-Post Housing, (See
 Attachment 6, Line Items 0001EA thru 0124EB for, Price Schedule)

ENTER THE TOTAL PRICE FOR THE FOURTH OPTION YEAR
 (ATTACHMENT 6) \$ _____

ENTER THE TOTAL PRICE FOR ITEMIZED MAINTENANCE
 FOURTH OPTION YEAR (ATTACHMENT 6A) \$ _____

NOTE: ALL THE QUANTITIES LISTED IN ATTACHMENT 6 ARE
 "ESTIMATED" QUANTITIES. SERVICE CONTRACT ACT (SCA)
 WAGES APPLY TO LINE ITEMS 0001EA-0004EC, 0006EA-0008EM,
 0010EA, 0012EA-0015EC, 0017EA-0017EJ, 0018EA-0025EC, 0031EA-
 0050EF AND 0115EA-0124EB.

PURCHASE REQUEST NUMBER DPWHSG-REQS-2001

ESTIMATED
 NET AMT

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-12	Inspection of Construction	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.100-4501 INSPECTION AND ACCEPTANCE (Local Clause)

Inspection and acceptance will be at Fort Richardson, Fort Wainwright and the 801 Off-Post Housing located at Fairbanks, Alaska. The Director of Public Works, or a designated representative, will act as the representative of the Contracting Officer for the purposes of inspection and acceptance of services to ensure compliance with the terms, conditions, and specifications of this contract.

(End of Clause)

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 the time stated in each task or delivery order and in keeping with the Performance Work Statement, Statement of Work, Specifications and/or Technical Exhibits for each item of work ordered.

(End of clause)

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 01-SEP-02 TO 30-SEP-02	Lump Sum	1.00	Dest.	RPW-HD DIRECTORATE OF PUBLIC WORKS THOMAS B. PETERSEN HOUSING DIVISION ATTN: APVR-RPW-HD BLDG 730 FT. RICHARDSON AK 99505-
0002	POP 01-OCT-02 TO 30-SEP-03	Lump Sum	1.00	Dest.	Same as CLIN 0001
0003	POP 01-OCT-02 TO 30-SEP-03	Lump Sum	1.00	Dest.	Same as CLIN 0001
0004	POP 01-OCT-04 TO 30-SEP-05	Lump Sum	1.00	Dest.	Same as CLIN 0001
0005	POP 01-OCT-05 TO 30-SEP-06	Lump Sum	1.00	Dest.	Same as CLIN 0001
0006	POP 01-OCT-06 TO 30-SEP-07	Lump Sum	1.00	Dest.	

CLAUSES INCORPORATED BY FULL TEXT

52.200-4021 ADDITIONAL LIQUIDATED DAMAGES (Local Clause)

In addition to liquidated damages stated in Contract Clause 52.211-12, if the Contractor fails to complete the work within the time specified in this task order contract, or any extension, the Contractor shall in the place of actual damages, pay to the Government as fixed, agreed, and Liquidated damages, for each calendar day of delay per housing unit the following sums:

- A. One bedroom unit (Single service member) - \$75.00 per day
- B. One bedroom unit - \$125.00 per day
- C. Two bedroom unit - \$156.00 per day
- D. Three bedroom unit - \$187.50 per day
- E. Four bedroom unit - \$218.75 per day
- F. Five bedroom unit - \$250.00 per day

Alternatively, if delivery, performance or completion of the work is so delayed, the Government may terminate this contract in whole or in part under the Termination for Default clause in this contract. The Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery, performance or completion of the work of similar supplies, services or construction, together with any increased cost occasioned the Government in completing the work.

If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the termination for default clause in this contract.

(End of clause)

52.200-4023 WORK HOURS (Local Clause)

Contractor shall be permitted to work only from 7:30 a.m. through 5:00 p.m., seven (7) days a week. On Saturdays and Sundays the Contractor shall not perform work in any quarters until after 9:00 a.m. The Contractor will not work on Federal Legal holidays unless authorized by the Contracting Officer. If the Contractor desires to work outside of these normal work hours, the Contractor shall submit a request for approval to the Contracting Officer 48 hours in advance of the requested work change. The exclusion of work on Federal Legal holidays has been considered in computing the performance time of this contract. The following legal holidays are to be observed:

3rd Monday of January
 3rd Monday of February
 Last Monday of May
 4th of July
 1st Monday of September
 2nd Monday of October
 11th of November
 4th Thursday of November
 25th of December
 January

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)

52.201-4028 PERIOD OF PERFORMANCE (Local Clause)

The period of performance of any contract resulting from this solicitation is anticipated to be from 1-30 September 2002 for the Phase-In. The base period with full performance is anticipated to be from 1 October 2002 thru 30 September 2003. Four (4) consecutive 12 month option periods are also included, which may be exercised by the Government in accordance with the terms and conditions of the contract. The Government expects to award a contract by 30 August 2002.

(End of Clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$212.00 for Fort Richardson and \$236.00 for Fort Wainwright/801 Off-Post Housing, for each calendar day of delay until the work is completed or accepted (see local clause 52.200-4021).

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.200-4501 REGULATORY REFERENCES (Local Clause)

Regulatory references are indicated in the numbering of the clauses/provisions by the 4th digit from the right of the cited number.

52.XXX-0XXX - Federal Acquisition Regulation (FAR)

252.XXX-7XXX - DOD FAR Supplement

Full text of cited clauses or provisions included by reference may be obtained from the Directorate of Contracting, Contracts Division, Fort Richardson, Alaska.

(End of clause)

52.200-4502 CONTRACT ADMINISTRATOR (Local Clause)

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

Directorate of Contracting
ATTN: Contract Administrator (907) 384-7088
P.O. Box 5-525
Fort Richardson, Alaska 99505-0525

(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)

52.200-4505 ACCOUNTING AND APPROPRIATION DATA (Local Clause)

“FUNDS WILL BE CITED ON INDIVIDUAL DELIVERY ORDERS”

(End Of Clause)

52.200-4511 PAYMENT OFFICE ADDRESS (Local Clause 52.0200-4511)

Payment will be made by the following finance and accounting office:

DFAS-PACIFIC
DFAS PC-FFVA
477 ESSEX STREET
PEARL HARBOR, HI 96860-5806

Payment will be made by Electronic Funds Transfer (EFT). See FAR Clause 52.232-33, entitled "Payment by Electronic Funds Transfer—Central Contractor Registration". The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT. Contractor's EFT information must be submitted to the designated paying office in this contract prior to submission of request for payment.

WARNING: To avoid payment delays, Contractor's name and address on invoice documentation must exactly match the Contractor's name and address on the contract (Block 14 of SF 1442).

(End of Clause)

52.200-4512 PAYMENT OFFICE POINT OF CONTACT (Local Clause)

The point of contact for any problems associated with the payment of invoices will be Ms. Faith Lehano, Chief Army Alaska Vendor Pay, telephone (808) 472-7750, or Facsimile (808) 472-5825. Customer Service is available by dialing 1-888-222-6950 (toll free) or Facsimile (808)472-5836. The EFT Team may be reached by telephone at (808) 472-7776 or 472-7771.

(End of clause)

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

**Application of Service Contract Act (SCA) and Davis-Bacon Act (DBA)
(Local Clause 52.0301-4090)**

The solicitation cites the applicable labor standard (Davis Bacon Act (DBA) or the Service Contract Act (SCA) in the Price Schedule where the requirements can be identified. For requirements That cannot be identified in the solicitation (i.e., Undefined Preventive Maintenance and negotiated orders where the service Order requires construction trade skills (i.e., carpenter, plumber, Painter, etc.), but it is unclear whether the work required is SCA maintenance or DBA painting/repairs, the following rules will Be applied:

- (1) Individual service orders that will require a total of 32 or more work-hours to perform shall be repair work subject to the DBA.
- (2) Individual service orders that will require less than 32 Work-hours to perform shall be maintenance subject to the SCA.
- (3) Painting work of 200 square feet or more shall be subject to the DBA regardless of the total work-hours required.

With identification of the scope of work required to accomplish each order placed in an undefined area, the labor standard and contract wage determination that will apply (based upon the above rules) will be used when negotiating the price and cited on the service order.

(End of clause).

52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be 20 percent of the total of Line Items 0026AA through 0030AC and Items 0061AA through 0114AB, for the Base Year.

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

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

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(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)

52.300-4005 MOBILIZATION AND OTHER CONTINGENCY PLANNING (Local Clause)

(a) The attention of the Contractor is invited to the clause in the Contract Clauses entitled, "Changes." This clause permits the Contracting Officer to make changes within the general scope of the contract to include the definition of services, and place and time of performance.

(b) Among the circumstances in which the provisions of this clause may be invoked is a general or limited mobilization of reserve forces or an emergency which impacts upon contract performance. In the event of either eventuality, the Contractor will be expected to promptly take whatever measures are needed to meet any new demands placed upon it. Such demands may well require increases in Contractor furnished property, as well as extended work hours and expansion of the contract workforce.

(c) To insure that Government operations which depend upon the services provided hereunder can proceed with no or only minimal disruption, the Contractor shall, during the life of this contract, anticipate the possibility of a mobilization or similar emergency and the steps it will need to take to rapidly expand its contract capabilities to meet the exigency.

(End of Clause)

52.300-4006 SERVICE CONTRACT WAGE DETERMINATION (Local Clause)

Department of Labor Wage Determination Number 94-2017, Revision 26, dated 02/21/2002 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 Directorate of Contracting, Bldg 977, Room 123, Fort Richardson, Alaska.

(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 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)

52.300-4081 NOTIFICATION TO OCCUPANTS (Local Clause)

The Contractor shall notify the housing occupants individually, in writing, a minimum of seven (7) working days prior to any scheduled work, and again forty-eight (48) hours prior to the scheduled work. The Contractor shall

notify occupants 24 hours in advance of any scheduling changes. Notification shall include building and apartment number, and the date when work will commence for each apartment scheduled. The notice will be written by the Government, and an original provided to the Contractor for reproduction and distribution (hand-carried). Contractor should expect that occupants will not be available to unlock their apartment 5% of the time. **This factor is to be included in the contract price at the time of bidding, and the Contractor will receive no equitable adjustment for this type of delay cost.**

(End of clause)

52.300-4086 DAVIS BACON WAGE DECISIONS-COMMERCIAL (Local Clause)

General Wage Decisions AK020005 (with three (3) modifications), dated 07/04/2002 and AK020007 (with no modifications), dated 03/01/2002, are hereby incorporated, and will be made a part of any contract resulting from this solicitation.

Each time the Contracting Officer exercises an option to extend the term of the contract for construction, the Contracting Officer will modify the contract to incorporate the most current Davis Bacon wage determination

Owners, partners and officers of a corporation, partnership, or sole proprietorship who perform work predominately with their hands or with tools and equipment while on the site of the work, will be considered mechanics and laborers for the purpose of applying the requirements of the Davis-Bacon Act and other related acts. This provision will apply to the prime contractor and subcontractor at any tier.

(End of Clause)

Past Performance Information Management System (PPIMS)

1. PPIMS. During the period of this contract, the Government will collect, evaluate and store data concerning the contractor's performance in the Past Performance Information Management System (PPIMS). The PPIMS is a web-based system, and is the Army's central repository for past performance information for this contract. Past Performance Information (PPI) may be used to evaluate performance risk in source selection, and it may also be used to aid in identifying potential sources, developing acquisition strategies, and determining contractor responsibility.

2. Performance Assessment Report (PAR). A PAR, essentially a report card on the contractor's performance, will be prepared upon physical completion of the contract, and additional interim reports may be prepared for multiple-year contracts or if the Contracting Officer determines that an out-of-cycle or "addendum" report could be beneficial.

3. Rating Areas. Ratings will be made in the following areas:

Quality of Product or Service – Contractor's conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards.)

Schedule – Timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements (e.g., efforts that contribute to or effect the schedule variance.)

Cost Control – (Not required for Firm-Fixed Price and Firm-Fixed Price with Economic Price Adjustment contracts) – Contractor's effectiveness in forecasting, managing and controlling contract cost.

Business Relations – Integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of

subcontracts, and whether the contractor met small/small disadvantaged and women-owned business participation goals.

Management of Key Personnel – (For services and information technology contracts only) – Contractor’s performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

4. Rating System: The following rating system will be used to assess contractor performance for all applicable PPI elements:

Exceptional (Dark Blue) – Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) – Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) – 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 appear or were satisfactory.

Marginal (Yellow) – 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. The contractor’s proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) – 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 serious problem(s) for which the contractor’s corrective actions appear or were ineffective.

5. Contractor Review: Contractors will be given 30 calendar days after receipt of a PAR to review the evaluation and provide comments. Failure to respond within the 30-day period will be taken as agreement with the assessment. The Contracting Officer may grant an extension to the 30-day review period.

6. Contractor Concurrence: When a contractor concurs with, or takes no exception to a performance report, such report shall be considered final and releasable for use in source selection and other deliberative purposes.

7. Contractor Rebuttal: When a contractor takes exception to a performance report, the Contracting Officer will review the contractor’s rebuttal or comments and, as warranted, make appropriate changes. If there is still disagreement, the contractor’s rebuttal or comments shall be made a part of the PAR. All information including the contractor’s comments and the Contracting Officer’s supporting rationale is forwarded to the designated reviewing official for agency decision. The decision of the reviewing official is final.

8. Final Report. The Contracting Officer will provide a copy of the final report to the contractor. Concurrently, the final report, along with the contractor comments or rebuttal, is releasable for use in source selection and other deliberative purposes. Departments and agencies will share past performance information with other departments and agencies when requested to support future award decisions.

9. Questions. Contractors shall direct any questions concerning PPI or PPIMS to the Contracting Officer.

- (a) Delivery Orders may be placed under the resulting contract during the period from 1 October 2002 (1-30 September is phase-in), or date of contract award, whichever is later, through 30 September 2003 for the base period. The contract also has four (4) consecutive 12-month options periods that the Government may exercise in accordance with the terms of the contract.
- (b) The Contracting Officer may issue funded definitive Delivery Orders that specify the Scope of Work (Line Items, Quantities), exact locations of performance, and completion times' and /or funded Blanket Delivery Orders under which written calls will be placed by the Contracting Officer to definitive the Scope of Work and establish the location and completion time for each call (see clause in this section entitled "Definitizing Scope of Work and Completion Times").
- (c) Individual written calls will be placed at least ten (10) calendar days prior to performance commencement for that call.
- (d) Call Limitations: The minimum/maximum call limitations shall be the same as those set forth in the clause 52.216-19, entitled "Order Limitations," in Section I.
- (e) Payment will be made for each Delivery Order/Call completed by the Contractor and accepted by the Government . All invoices shall be submitted to the Contracting Officer and shall cite: Contract Number, Delivery Order Number, Call Number (if applicable), Line Items Number(s) ordered from the Contract Schedule, Price, and the extended amount.

(End of Clause)

52.801-4030 DEFINITIZING SCOPE OF WORK AND COMPLETION TIMES (Local Clause)

- (a) The Contractor shall provide a phone number and Point of Contact (POC) who, when contacted by the Contracting Officer's Representative (COR), shall meet with the COR at the proposed work site no later than ten (10) work days after being notified, and definitize the scope of work to be ordered by a Delivery Order or a written call under a Blanket Delivery Order. This includes identifying Line Items and quantities (measurements) from the contract schedule applicable to the work, exact location of work, length of time required to perform the work, and tentative performance dates. The Government will furnish a Site Plan of the proposed work site which shall be annotated with pertinent data, agreed to and initialed by the POC and the COR. After coordinating the work dates with the Provost Marshal, a Delivery Order or written Call, signed by the Contracting Officer, will be issued by the Government to confirm the definitized order. A copy of the annotated Site Plan will be furnished to the Contractor with the written order. The definitized order or written call will be issued at least ten (10) days prior to commencement of the construction work.
- (b) The performance completion time must fall within the Physical Performance Time (See Section F Clause 52.201-4028), unless otherwise authorized in writing by the Contracting Officer.
- (c) Liquidated damages will be assessed for work that exceeds the established completion date cited on each definitized Delivery Order or written Call placed under a Blanket Delivery Order. (See FAR Clause 52.211-12, Section F).

NOTE: A failure of the parties to agree on the definitization of the work (quantities and time to accomplish same) does not prevent the Contracting Officer from issuing delivery orders and/or calls (work orders) under the terms of the contract, and unilaterally establishing quantities and completion times. If there is a conflict or disagreement with the quantities or completion times, etc., it shall be settled under the "Disputes" clause of the contract.

(END OF CLAUSE)

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.201-4028	PERIOD OF PERFORMANCE (Local Clause)	SEP 1998
52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	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	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-13	Time Extensions	SEP 2000
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
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
52.222-26	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
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
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
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000

52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-5	Trade Agreements	FEB 2002
52.225-11	Buy American Act--Construction Materials Under Trade Agreements	MAY 2002
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.227-5	Waiver of Indemnity	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
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
52.236-15	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
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-4	Changes	AUG 1987
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.245-2 Alt I	Government Property (Fixed-Price Contracts) (Dec 1989) -	APR 1984

	Alternate I	
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7014	Preference For Domestic Specialty Metals	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Principal Assistant Responsible for Contracting (PARC), U.S. Army Pacific, and shall not be binding until so approved.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 October 2002 through 30 September 2003, unless further extended by exercise of any option under the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of

less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$100,000.00.

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within ten (10) calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS. (OCT 1995) -- ALTERNATE I (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 1999)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) 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.

(2) The _____ [insert name of SBA's contractor] will notify the [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

FORT RICHARDSON, ALASKA

Domestic Appliance Mechanic, WG-4855-08, 23100	\$22.00
Carpenter, Maintenance, WG-4607-09, 23130	\$23.23
Carpet Layer, WG-3609-05, 23140	\$18.26
Electrician, Maintenance, WG-2305-10, 2360	\$24.48
Maintenance Mechanic, Helper, WG-4749-05, 23370	\$18.26
Air Conditioning Mechanic, WG-5306-10, 23400	\$24.48
Heating, Refrigeration Mechanic, WG-5309-10, 23400	\$24.48
Custodial Worker, WG-3566-02, 11150	\$14.54
Laborer, WG3502-02, 11180	\$14.54

Material Expediter, WG-6910-05, 21030	\$18.26
Painter, Maintenance, WG-4102-09, 23760	\$23.23
Plumber, WG-4206, 23800	\$23.23
Service Order Clerk, GS-303-05	\$13.61
Supply Clerk, GS-2005-05	\$13.61

FORT WAINWRIGHT, ALASKA

Domestic Appliance Mechanic, WG-4855-08, 23100	\$22.00
Carpenter, Maintenance, WG-4607-09, 23130	\$23.23
Carpet Layer, WG-3609-05, 23140	\$18.26
Electrician, Maintenance, WG-2805-10, 23160	\$24.48
Maintenance Mechanic, Helper, WG-4749-05, 23370	\$18.26
Air Conditioning Mechanic, WG-5306-10, 2340	\$24.48
Heating, Refrigeration Mechanic, WG-5309-10, 23400	\$24.48
Custodial Worker, WG-3566-02, 11150	\$14.54
Laborer, WG-3502-02, 11180	\$14.54
Material Expediter, WG-6910-05, 21030	\$18.26
Painter, Maintenance, WG-4102-09, 23760	\$23.23
Plumber, WG-4206-09, 23800	\$23.23
Service Order Clerk, GS-303-05	\$13.61
Supply Clerk, GS-2005-05	\$13.61

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by survey.

(b) Weather conditions:

	Anchorage (Fort Richardson)	Fairbanks (Fort Wainwright and 801 Off-Post Housing)
Temperature:	-34 F to 85 F	-62 F to 96 F
Relative Humidity:	49% to 81%	39% to 85%
Average Annual Precipitation:	15.27"	10.37"

(c) Transportation facilities: Anchorage (Fort Richardson) – Air, Land, and Sea; Fairbanks (Fort Wainwright and 801 Off-Post Housing) – Air and Land.

(d) Information was obtained from the State of Alaska Climatologist at (907) 257-2741.

(End of clause)

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://www.arnet.gov/far>
<http://www.farsite.hill.af.mil/VFDFAR1.HTM>
<http://www.farsite.hill.af.mil/VFFAR1.HTM>

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>

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)

252.219-7009 SECTION 8(A) DIRECT AWARD (JUN 1998)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Memorandum of Understanding dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

[To be completed by the Contracting Officer at the time of award]

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 ALTERNATE A

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) NAICS code 561210, is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) 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 subparagraph does not apply in connection with construction or service contracts.

(2) The [insert name of SBA's contractor] will notify the Directorate of Contracting, Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in Alaska, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

Attachment 1 –Wage Determinations

AK020005, Modification 3, dated 7/5/2002

AK020007, dated 3/1/2002

94-2017, Revision 27

Attachment 2 - Performance Work Statement

Attachment 3 - Technical Specifications

Attachment 4 - Technical Exhibits

M1 – Reimbursable Costs For Parts and Material

M2 – ADP Support Requirements

M3 – Contractor Supplied Reports

M4 – Performance Time

M5 – Number of Work Orders Issued At One Time

M6 – Appliance Service Order Preventive Maintenance, Appliance Estimated Yearly Occurrences

801 Housing

Fort Richardson

Fort Wainwright

M7 – Appliance Schedules

801 Housing

Fort Richardson

Fort Wainwright

M8 – Self Help Materials

A – 801 Housing, Fort Wainwright

B – Self Help Equipment Fort Richardson

M9 – Preventive Maintenance Building Heating, Hydronic, Domestic Hot Water & Steam

Hydronic System

M10 – Self Help Stock List

M11 – Reporting, Self Help Facility

Attachment 5 - Drawings/Floor Plans

Attachment 6 - Price Schedules

Attachment 6A - Itemized Maintenance Schedule

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

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)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$23,000,000.

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

(b) 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 offeror represented itself as 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).

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror represents that

(a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

[] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.500-4000 EVIDENCE OF AUTHORITY TO SIGN (Local Clause)

(a) When bidder/offeror is a corporation and if this bid/offer is signed by other than an officer of the corporation, the following must be completed and signed by an officer of such corporation or, furnish with bid a copy of the corporate authority of the individual signing the bid to bind the corporation.

I, _____, certify that I am an officer of the Corporation identified as a bidder/offeror herein, and that _____ who signed this bid/offer on behalf of such Corporation was at that time authorized and empowered by its Board of Directors to sign and submit bids/offers on behalf and binding upon such Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of the Corporation on this _____ day of _____ 20_____.

(Signature)

(AFFIX CORPORATE SEAL)

(Official Title)

(b) When bidder/offeror is an individual, unincorporated firm, or partnership and if this bid/offer is signed by other than the owner or a partner.

I, _____, certify that I am Owner ()/Partner () of the firm identified as bidder/offeror herein, and that _____ who signed this Bid/Offer on my behalf was at that time authorized and empowered by me to sign and submit bids/offers on my behalf and binding upon me/my firm.

Date (Owner/Partner)

(c) When bidder/offeror is a joint venture and if this bid/offer is signed by other than an officer of the corporation, owner, or partner of the firm of each party to the joint venture, the following certifications must be completed and signed by an officer, owner or partner of each

JOINT VENTURE CERTIFICATION:

JOINT VENTURE
(First Party)

I, _____, certify that I am an officer of the Corporation, unincorporated firm, or partnership identified as a joint venturer bidder/offeror herein, and that _____ who signed this bid/offer on behalf of the joint venture was at that time authorized and empowered by the governing body of that Corporation, unincorporated firm, or partnership to sign and submit bids/offers on behalf of, and binding upon, such joint venture.

IN WITNESS WHEREOF, I have hereunto affixed my hand this _____ day of _____ 19____.

AFFIX CORPORATE SEAL
(If applicable) _____
Signature

Official Title

JOINT VENTURE
(Second Party)

I, _____, certify that I am an officer of the Corporation, unincorporated firm, or partnership identified as a joint venturer bidder/offeror herein, and that _____ who signed this bid/offer on behalf of the joint venture was at that time authorized and empowered by the governing body of that Corporation, unincorporated firm, or partnership to sign and submit bids/offers on behalf of, and binding upon, such joint venture.

IN WITNESS WHEREOF, I have hereunto affixed my hand this _____ day of _____ 19____.

AFFIX CORPORATE SEAL
(If applicable)

Signature

Official Title

(End of provision)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-2	Audit and Records--Negotiation	JUN 1999
52.237-1	Site Visit	APR 1984
52.600-4016	PRE-AWARD INFORMATION (LOCAL PROVISION)	SEP 1998

CLAUSES INCORPORATED BY FULL TEXT

JOINT VENTURE AGREEMENTS

Joint ventures are allowable on competitive 8(a) set-asides; however, the Small Business Administration must receive the joint venture agreement prior to proposal due date and approved before award of a resulting contract. If you are contemplating a joint venture on this project, you must advise your assigned Business Opportunity Specialist (BOS) as soon as possible. It is also recommended that the agreement be submitted as soon as practicable to ensure compliance with established regulations. Any corrections and/or changes needed can be made only when your BOS has adequate time for a thorough review before the proposal due date. **NO CORRECTIONS AND/OR CHANGES ARE ALLOWED AFTER TIME OF SUBMISSION OF PROPOSAL OR BIDS.**

L. ORAL PRESENTATION REQUIREMENTS

(a) As a part of the offeror's proposal, each offeror shall make a two hour oral presentation, and participate in a question and answer (Q&A) session. The order of oral presentations will be randomly selected. The Government will make best efforts to schedule and conduct oral presentations within five working days after receipt of proposals. Neither the presentation nor any associated session will constitute negotiations within the meaning of FAR 15.306(d), will not obligate the Government to determine a competitive range, conduct discussions, or solicit/entertain revised offers. The Q&A session will be used to clarify any area of the oral presentation that is not clear to the Evaluation Board members. Offerors should focus on past performance as it relates to the solicitation requirements. The Government may hold negotiations and request revised proposals, if deemed necessary. If the Government decides to conduct discussions, the Government will not solicit or entertain revisions to the oral presentations or any associated session. Statements made by the offeror during the oral presentation or any associated session will not become a part of any resulting contract unless the Government and the offeror agree to make it a part of an offer. Any statements, which the Government and the offeror agree to include as a binding part of a resulting contract, shall be in writing.

(b) The following "ground rules" are established for the Oral Presentation:

1. **GOVERNMENT EVALUATORS.** Government personnel attending the oral presentation will consist of the Contracting Officer, other contracting office staff, as necessary, and members of the Evaluation Board and Subject Matter Experts (SMEs). Government observers may be present. Only members of the Evaluation Board will evaluate the presentations.

2. **MEDIA.** With the exception of videotape, there are no limitations on the media used to present information, provided that the information is presented in accordance with the specifications stated above. The Government will provide a screen suitable for projecting slides or overhead transparencies. The Government will furnish a flip chart pad, easel, and markers. No other visual aids will be provided. The offeror is responsible for providing, setting up

and removing any equipment used for the presentation that is not specified herein. The presentation site will be available 1 hour prior to the scheduled presentation start time to accommodate any set-up required. Offerors should mark slides in accordance with FAR provision 52.215-1, entitled "Instructions to Offerors – Competitive Acquisitions," paragraph (e), as appropriate.

3. NOTES. The Government will not accept notes supplementing the Oral Presentation.

4. OFFEROR'S PERSONNEL. Presentations by the offeror are to be made in person; videotapes submitted as a part of or in lieu of the oral presentation will not be accepted. Only members of the offeror's and proposed subcontractor's in-house staff shall participate in the presentation. Attendance is limited to current employees of the offeror. No more than four key people may attend. The offeror's key personnel are those employees who will be assigned to the contract, if awarded, and whose resumes were provided to the Government in the Management Proposal. Offerors may not use consultants or professional presenters to accomplish any part of the oral presentation. If major portions of the contract are to be subcontracted, key subcontractor personnel should make the relevant presentations.

5. DOCUMENTATION - At the presentation, the offeror shall provide a listing of names, firms, and position of all presenters and two copies of any presentation slides or viewgraphs which are used in the presentation. The Government will not accept for evaluation any other type of documentation.

6. PRESENTATION. NO PRICE information shall be included in the presentation narrative, briefing, or presentation slide. Presentation documents/slides may contain company name and logo. The slides shall be configured, both in the amount of data and font size, as to be easily readable from a distance of 30 feet. The Government will not consider the slides to be stand alone documents or evaluate the information on the slides except as visual aids to the presentation. When reviewing and evaluating the oral presentations, the Government will not review any slide that was not projected and substantially addressed during the presentation. By "substantially addressed," the Government means that the presentation of the information on a slide requires that the offeror expound on the information on the slide not merely flash the slide without comment. Any additional slides over and above those so presented will not be considered. What the presenters say will take precedence over the information that appears on the slides.

7. Q&A SESSION. The Government will break for deliberation after which the Government may conduct a question and answer (Q&A) session. The purpose of this session is for the EB to request clarification of points, addressed during the oral presentation, which are ambiguous. The time required for the Q&A session will not be counted against the offeror's oral presentation time limit. Any such interchange between the offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306(d).

8. RECORDING. The Government will videotape the oral presentation and Q&A session as a historical record. Offerors shall not videotape their own presentation but may request a copy of the Government's videotape. Such requests must be in writing.

9. RESCHEDULING. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer. The offeror will be notified of any change to the schedule date, time or location of their oral presentation. The offeror shall notify the Contracting Officer immediately of any emergency that would preclude the offeror from presenting at the specified time and/or date. The Government will try to accommodate legitimate emergencies, but reserves the right to decline to reschedule the offeror's oral presentation.

10. SCHEDULING. The date, time and location will be coordinated with the individual offerors and the Contracting Officer will notify offerors of the exact schedule for their presentation. Offerors shall present oral presentations on the date, time and location designated. The order of presentations will be determined by lottery by the Contracting Officer and will not reflect individual standings.

11. **TIME LIMIT.** A maximum of two (2) hours will be allowed for the oral presentation. There shall be one 15-minute break. The offeror will determine the break at a logical point during the presentation. This break will not count in the allotted oral presentation time limit.

12. **TOPICS.** The offeror's presentation shall demonstrate the offeror's understanding of the work that is required under the resulting contract.

L.1 PROPOSAL SUBMISSION INSTRUCTIONS

1. Submit your proposal in two volumes. The first volume should contain the detailed technical requirements. The second volume should include the required cost/pricing information and the other documentation described below. The cost/pricing information provided in the second volume will not be point scored, but will be subjectively evaluated to determine its reasonableness, affordability, best value and fair market value. Offerors are required to furnish both volumes of their proposal in three-ring, loose-leaf binders with sections separated by tabs as outlined below.

VOLUME I – TECHNICAL REQUIREMENTS:

Volume I, Technical Requirements, shall consist of four separately tabbed parts and submitted in the quantities indicated

below (Offeror may use more than one binder, if necessary, to fulfill the requirements of the specified parts):

PART	TITLE	QUANTITY OF PROPOSALS
Part I	Technical Approach Proposal	4
Part II	Quality Control Proposal	4
Part III	Management Proposal	4
Part IV	Past Performance	4

2. Volume I, Proposal Parts I, II and III, shall be organized to separately address each major functional area identified on the list below. The offeror is not bound to organize in any particular manner for performance of these functions, but to facilitate the Government's evaluation of the proposals. All necessary information in the form of narration shall be displayed by each major functional area. The Offeror may augment the presentation with information displayed in other combinations or formats to assist the evaluators in understanding the Offeror's overall approach.
3. Proposal revisions shall be submitted as page replacements with revised text readily identifiable, e.g., boldface print or underlined. Revised pages shall be numbered, dated and submitted in the same number of copies as the original submission.
4. The major functional areas described in the Performance Work Statement and/or the Contract Specifications of this solicitation are as follows:
 - a. Project Management

- b. Quality Control
- c. Appliance Service Order Tasks
- d. Preventive Maintenance
- e. Quarters Cleaning
- f. Application of Paint and Texture
- g. Installation of Floor Finishes
- h. Repairs to Floors and Gypsum Board
- i. Door Replacement
- j. Undefined Preventive Maintenance
- k. Service Order Work
- l. Self Help Store Operations
- m. Furnishing Management Office Support Operations
- n. Housing Grounds Maintenance
- o. Self Help
- p. Service Order
- q. Key Control
- r. Annual Preventive Maintenance – Heating System
- s. Kitchens
- t. Bathrooms
- u. Fencing

VOLUME II – COST PROPOSAL:

The following information shall be provided in Volume II, Cost Proposal, using the tabs indicated below: Offeror shall provide an original and two copies of Volume II.

TAB A: Signed Standard Form 1442, Solicitation, Offer and Award (Construction, Alteration, or Repair), and acknowledgment of any amendments.

TAB B: Completed Section B of this solicitation, Supplies or Services and Price/Cost, and all Pricing Schedules included at Attachments 6 and 6A.

TAB C: Completed fill-in in Section G of this solicitation.

TAB D: Completed fill-ins in Section K, Representations and Certifications.

TAB E: Completed fill-ins in Section L

L.2 ADDITIONAL PROPOSAL SUBMISSION INFORMATION:

1. TECHNICAL APPROACH PROPOSAL: The Offeror's Technical Approach Proposal shall consist of a narrative and supporting data that addresses all technical requirements contained in the Performance Work Statement and the Contract Specifications. The technical approach should be in sufficient detail to demonstrate that the offeror understands the methodology, scope of services and relationships needed to perform the requirements of Section C effectively. Definitions of Evaluation Criteria for the Technical Approach are located in Section M of this solicitation.

2. QUALITY CONTROL PROPOSAL: The Offeror's Quality Control Proposal shall address a complete and comprehensive Quality Control System to support the performance of the contract. Definitions of Evaluation Criteria for the Quality Control Proposal are located in Section M of this solicitation.
3. MANAGEMENT PROPOSAL: The Offeror's Management Proposal shall address the following:
- a. All management considered reasonable and necessary to support the performance of the functional areas cited in this solicitation.
 - b. The proposal shall include a detailed matrix by organizational element of the personnel (including subcontractors, identified as such) that will be employed to perform the requirements of this solicitation.
 - c. The proposal shall include line and block diagrams of each organizational element detailing the skill type (engineer, technician, etc.), the minimum skill level required for each position.
 - d. The proposal shall provide a listing of all supervisory/management personnel by job position and title. Each job position shall include a job description listing the significant duties and minimum qualifications. Resumes of key personnel expected to occupy these positions shall accompany the descriptions. Definitions of Evaluation Criteria for the Management Proposal are located in Section M of this solicitation.
4. PAST PERFORMANCE PROPOSAL: When addressing the Small Business Program Support sub-subfactor, the Offeror should review and include in their proposal the areas cited in FAR Part 19.12 and DFARS Part 215.304 (c)(1).
5. COST/PRICE PROPOSAL: The following procedures will be applied in the event of arithmetic discrepancies noted on the face of the offer in the evaluation of Cost/Price.
- a. Obviously misplaced decimal points will be corrected.
 - b. In case of a discrepancy between the unit price and the extended price, the unit price will govern.
 - c. Any apparent error in the extension of the unit price will be corrected.
 - d. Any apparent error in the addition of the total price will be corrected.

For the purposes of offer evaluation, the Government will proceed on the assumption that the Offeror intends his/her offer to be evaluated with the extensions and totals arrived at by the resolution of arithmetic discrepancies cited above.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
Anchorage: 8.7%	6.9%
Alaska: 15.1%	

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from

Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Anchorage for Fort Richardson and Fairbanks for Fort Wainwright and 801 Off-Post Housing.

(End of Clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Officer
Bldg 977, Room 123
Fort Richardson, AK 99505-0525

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

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured. (Contracting Officer shall strike the word "not" where the GSBCA is a correct forum.)

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

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

(b) An organized site visit has been scheduled for—

Fort Richardson	6 August 2002	9:00 am, Alaska Time	Meet at Bldg 600, DOC
Fort Wainwright	7 August 2002	9:00 am, Alaska Time	Meet at Bldg 3030, DOC

(c) Participants will meet at-- Fort Richardson, Building 600, Second Floor, Northeast Wing, and Fort Wainwright,

Building 3030, conference room, 15 minutes prior to the time set for the tour. Bidders must provide their own transportation. Contact Patricia Hanson at 907-384-7088 or facsimile (907) 384-7118 five (5) days prior to site visit if you plan to attend.

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://www.arnet.gov/far>

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

<http://www.dtic.mil/dfars>

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 DoD 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.

52.600-4001 FACSIMILE TRANSMISSIONS (Local Provision)

Facsimile bids/proposals are not an authorized means of transmission; however, acknowledgment of amendments to solicitations or any adjustment to bid/proposal is authorized to be sent by facsimile.

FAX: (907) 384-7112

FAX MODEL: Canon Laser Class 7500

The Government is not responsible for any failure attributable to transmission or receipt of a facsimile message, including the following:

- Receipt of a garbled or incomplete message.
- Availability or the condition of the receiving equipment.
- Incompatibility between sending and receiving equipment.
- Delay in transmission or receipt of a message.
- Security of information in the message

The Government must receive acknowledgments to solicitations or adjustments to bids/proposals by the time and at the place specified for receipt of bids/proposals.

(End of provision)

52.600-4003 SUBMISSION OF BIDS/PROPOSALS (Local Provision)

Sealed bids/proposals shall be mailed (including U.S. Postal Service Express Mail-Next Day Service-Post Office to Addressee) to the Directorate of Contracting, P.O. Box 5-525, Fort Richardson, Alaska 99505-0525, or handcarried to the depository in Room 127, Building 977, Fort Richardson. Bids/Proposals delivered by courier service (e.g. DHL, Federal Express, etc.) are considered as handcarried bids/proposals and must be addressed to Building 977. The sealed envelope shall reflect bidder's name and address in the upper left hand corner. The solicitation number, hour, and date of opening/closing shall be placed in the lower left hand corner. Telegraphic bids/proposals are not authorized.

(End of provision)

52.600-4005 SIZE STANDARDS FOR CONSTRUCTION AND SPECIAL TRADES (Local Clause)

(a) Construction. A concern is small if its average annual receipts for its preceding three (3) fiscal years did not exceed \$23 million. However, if 75 percent or more of the work (in terms of dollar value) called for by the contract is classified in one of the industries, subindustries, or classes of products listed in this paragraph, the concern is small if its average annual receipts for its preceding three (3) fiscal years did not exceed the size standard for that industry, subindustry, or class of products. (See Division C, "Construction," of the SIC Manual.)

CLASSIFICATION INDUSTRY, SUBINDUSTRY, OR CLASS SIZE STANDARD* CODE PRODUCTS

MAJOR GROUP

17 - CONSTRUCTION - SPECIAL TRADE CONTRACTORS

1711 - Plumbing, Heating, and Air-Conditioning (NAICS 235110)	\$12M
1721 - Painting and Paper Hanging (NAICS 235210)	\$12M
1731 - Electrical Work (NAICS 235310)	\$12M
1741 - Masonry, Stone Setting, and other Stone Work (NAICS 235410)	\$12M
1742 - Plastering, Drywall, Acoustical and Insulation Work (NAICS 235420)	\$12M
1743 - Terrazzo, Tile, Marble, and Mosaic Work (NAICS 235420)	\$12M
1751 - Carpentry Work (NAICS 235510)	\$12M
1752 - Floor Laying and Other Floor Work, Not Elsewhere Classified (NAICS 235520)	\$12M
1761 - Roofing, Siding, and Sheet Metal Work (NAICS 235610)	\$12M
1771 - Concrete Work (NAICS 235710)	\$12M
1781 - Water Well Drilling (NAICS 235810)	\$12M
1791 - Structural Steel Erection (NAICS 235910)	\$12M
1793 - Glass and Glazing Work (NAICS 235920)	\$12M
1794 - Excavation Work (NAICS 235930)	\$12M
1795 - Wrecking and Demolition Work (NAICS 235940)	\$12M
1796 - Installation or Erection of Building Equipment, Not Elsewhere Classified (NAICS 235950)	\$12M

1799 - Special Trade Contractors, Not Elsewhere Classified (NAICS 235210) \$12M
(NAICS 235990)

*(Average Annual Receipts) (Millions)

(End of provision)

52.600-4016 PRE-AWARD/PAST PERFORMANCE INFORMATION (LOCAL PROVISION)

A Pre-Award/Past Performance survey may be conducted in order to determine Contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below and return this information with your bid. The Performance references can consist of Government agencies or companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be the financial institution with whom you conduct business.

(a) Three (3) Performance References

(1) Name: _____
Address: _____

Point of Contact: _____
Telephone Number: _____
Contract Number: _____
Amount: _____
Description: _____

(2) Name: _____
Address: _____

Point of Contact: _____
Telephone Number: _____
Contract Number: _____
Amount: _____
Description: _____

(3) Name: _____
Address: _____

Point of Contact: _____
Telephone Number: _____
Contract Number: _____
Amount: _____
Description: _____

(b) One (1) Financial Reference

(1) Name: _____

Address: _____

Point of Contact: _____

Telephone Number: _____

Account Number: _____

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

Section M Evaluation Criteria

M.1 Evaluation Factors For Award

The Government will consider the overall quality of the services or products offered through evaluation of the Offeror's proposal.

1. In selecting the best value offer, the Government will consider the following factors:

- A. Technical Approach
- B. Quality Control
- C. Management
- D. Past Performance
- E. Cost/Price

2. Of the factors set forth above, Technical Approach, Quality Control, and Management are in descending order of relative importance, and Past Performance is approximately half of Technical Approach. Technical Approach, Quality Control, Management and Past Performance, when combined, are slightly more important than Cost/Price.

- A. Within the Technical Approach evaluation factor, the following sub factors are equal in importance and the sub-sub factors are in descending order of relative importance.
 - (1) Technical Approach to performing specific functional areas
 - (a) Methodology
 - (b) Resources
 - (2) Technical Experience related to functional areas
- B. Within the Quality Control Program evaluation factor, the following sub factors are of equal importance.
 - (1) Specific quality control inspection techniques
 - (2) Corrective Action
 - (3) Interface and communications with the Government
 - (4) Documentation and reports
- C. Within the Management evaluation factor, the following sub factors are of equal importance and the sub-sub factors are in descending order of relative importance.
 - (1) General management principles and applications
 - (a) Organization
 - (b) Staffing
 - (c) Security
 - (d) Safety and accident prevention
 - (e) Workforce Command and Control
 - (2) Contract administration

- (a) Management autonomy
 - (b) Sub-contract management
 - (c) Seasonal Workforce fluctuation, due to high summer work load (high turn over)
- (3) Related Experience
- (a) Overview of general experience within the past three years to include work management and production control
 - (b) Management during crisis situations such as work stoppage and severe weather
 - (c) Experience in working in occupied residential housing
 - (d) Experience with routine, urgent and emergency maintenance work execution.
- (4) Phase In/Phase Out Plans
- (a) Detailed Phase In plan
 - (b) Contingency Plans
 - (c) Detailed Phase Out plan
- D. Within the Past Performance evaluation factors, the following sub factors and sub-sub factors are listed in descending order of relative importance.

- (1) Related Past Experience
- (a) Depth of experience
 - (b) Effective implementation of technical solutions in past contracts to include workforce management
- (2) Past Performance
- (a) Quality of product or service
 - (b) Customer satisfaction
 - (c) Timeliness of performance
 - (d) Business practices
 - (e) Past performance of key personnel
 - (f) Past performance in Small Business Program Support *
 - (g) Environmental Mitigation and associated litigation/claims history

*Although this is a Competitive 8(a) Program solicitation, and a subcontracting plan is not required, information regarding past performance in Small Business Program Support will be evaluated. In addition, offers must provide information as to how the offeror intends to accomplish the following:

- a. Increase opportunities for Small Business, HubZone Small Business, Small Disadvantaged Business (including Historically Black Colleges and Universities and Minority Institutions), Women-owned Small Business, and Veteran-owned Small Business (including Service-disabled Veteran-owned Small Business.
- b. Provide reasonable goals for the size and complexity of this instant contractual effort.

- E. Although Cost/Price is an important factor, it is somewhat less important than the other non-cost factors combined. The Cost/Price factor will be weighted but not scored. Cost/Price will be evaluated using price analysis techniques, and “best value” will be considered in terms of the quality offered for the price. The importance of price in the selection will increase as the quality differences between proposals decrease. Offerors must provide pricing in Schedule B – Supplies or Services and Prices/Costs, and the supporting schedules set forth in the solicitation.

M.2 Definitions

Definitions of the various evaluation criteria are provided to ease the Offeror's understanding of the terminology used in this section as it applies to the evaluation of offers for this solicitation. Not all criteria are defined, as some are considered self explanatory and understandable by all.

Corrective Action. Action taken after identification of less than satisfactory performance that details the manner in which the Contractor will provide acceptable performance for that service and future service. Additionally, it delineates preventative measures to prevent the recurrence of all identified deficiencies (both Contractor and Government identified). Both short term corrections and long term performance improvements shall be discussed. Reports and records of corrective actions shall be described.

Documentation and Reports. Written or electronic documents which serve to provide historical information on certain actions; provides a written record or summary of ongoing or completed actions; and may or may not follow a specific format.

Interface and Communications with the Government. Those regularly interacting or interconnected groups of various networks, software and methodologies that allow for necessary communications with the Government.

Management Autonomy. Delineates the authority granted to the project manager(s) at each installation enabling him/her to act independently and make important decisions at the project level.

Methodology. Manner in which the offeror proposes to meet the requirements of the solicitation, specifically in each major functional area. This may contain procedures the Offeror intends to follow in order to achieve the end result. It implies an orderly, logical, effective arrangement of steps or processes that will meet the requirements.

Organization. Details the management techniques or procedures to be utilized to accomplish the basic functions of planning, organizing and controlling each function depicted on the organizational structure. Includes the proposed interface between functional areas for project management and administration. Provides individual line and block diagrams of each major organizational element.

Resources. Offeror's proposed method for providing a skilled workforce that includes laborers, professionals and managerial personnel in adequate numbers and appropriate skill mixes to meet the requirements of the solicitation, specifically in each major functional area.

Safety and Accident Protection. Plans and procedures for the implementation of, and compliance with an industrial safety program for all levels of operations required by the PWS and Contract Specifications. And applicable Federal, State and Local Statues.

Security. Policies and procedures to be followed in establishing and maintaining an effective security program. Specific areas are protection of Government facilities; registration of contractor and sub-contractor vehicles; any plans for reducing potential security risks to the Government; and identification of security risks among the employees, to include subcontract personnel.

Specific Quality Control Inspection Techniques. An inspection system covering all the services stated in the solicitation, specifically the major functional areas. Inspection techniques should be simple and practical, consistent with the quality control concepts, and provide an effective measure of contract performance, encompassing management as well as technical performance. Should include direct resident feedback and be coordinated with government QA plan.

Staffing. Addresses key management and professional personnel who have proven qualifications of leadership, education, and experience commensurate with the position proposed. Offeror submits resumes for the key management and professional personnel. Additionally provides a detailed matrix by organizational element of the personnel (including subcontractors), that will be employed to perform the requirements of this solicitation.

Subcontract Administration. Describes the extent subcontracting will be used to satisfy requirements in the solicitation and addresses the various types of controls that project management will implement to ensure timeliness and quality of all subcontracted efforts and coordinated work.

Technical Approach to Performing Specific Functional Areas. The methodology for performing all work described in the solicitation and the specific resources to be utilized (personnel, equipment, material, etc.) in support of the work.

Technical Experience Related to Functional Areas. Specific experience related to the major functional areas, to include direct experience of personnel, corporation, and proposed subcontractors.

M.3 Basis of Award

1. Subject to the provisions contained herein, award will be made for a Firm-Fixed Price Requirements Contract for a Phase-in Period, a 12-month Base Year and four (4) consecutive 12-month Option Years. No proposal will be accepted that does not include pricing for all schedules. No proposal will be accepted that does not contain the total amount of work specified in this solicitation. The Government will evaluate each proposal strictly in accordance with its content, and will not assume that performance will include areas not specified in the offeror's proposal. Offers will be evaluated by a team of Government personnel, considering the factors, subfactors and their relative importance set forth in the solicitation.
2. Award will be made to the offeror whose proposal represents the "Best Value" to the Government. Trade-offs will be considered, and award may be made to other than the low priced offer. The proposals will also be evaluated for "Fair Market Price". Fair Market Price as used in this solicitation means a price based upon reasonable costs under normal competitive conditions, and not based on lowest cost.
3. Proposals that are unrealistic in terms of technical approach, or unrealistically low in price will be deemed reflective of an inherent lack of technical competence, or indicative of the offeror's failure to comprehend the complexity and risks of the proposed contractual requirements, and may be grounds for rejection of the proposal.
4. An award may be made without discussion; therefore, the offeror should offer its most advantageous pricing and terms with proposal submission. However, if the Contracting Officer determines it necessary, discussion or negotiations may be conducted with all offerors in the competitive range. If "Final Proposal Revisions" are requested, they will be evaluated against the same criteria as were the initial offers.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

- (a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).
- (b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of Provision)

