

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 34 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. DABQ03-03-R-0006		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 03 Apr 2003	
7. ISSUED BY REGIONAL CONTRACTING OFFICE - ALASKA ATTN: SFCA-PRA-A PO BOX 5-525 FORT RICHARDSON AK 99505-0525 CODE DABQ03				8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b> CODE			
TEL: 907-384-7088/7105 FAX: 907-384-7112/7118				TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>2ND FL, E. End, BLDG 600</u> until <u>03:00 PM</u> local time <u>15 Apr 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME STEPHAN N. RUSSELL		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 907-384-7104		C. E-MAIL ADDRESS steve.russell@richardson.army.mil	
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

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

## Section C - Descriptions and Specifications

### ELECT SPEC

## Project Overview

The objective of this solicitation is to contract for the supply of electricity at Fort Richardson for a period as described in Options 1 and 2, under Scope of Work. This solicitation represents the first phase of a two-phase process for supplying electricity to Fort Richardson. Due to the short time to the date that electric services will be required, the first phase of the project is to provide a short-term (up to base term plus all options, three to five years) solution. The second phase will be to provide a long-term solution to the electrical needs of Fort Richardson. *Note that this solicitation represents only the first phase short-term solution.* The second phase long-term solution will be issued under a future solicitation, however offerors are encouraged to present short-term solutions that can be converted to long-term service in the future.

The date that the short term electrical services will be required is 01 October, 2003.

## CHPP Overview

The Central Heating and Power Plant (CHPP) at the Fort Richardson Army Base (FRA) was originally constructed in the 1950's. In the 1960's, four of the eight boilers were converted to burn natural gas and oil. In its current physical condition, the plant has the capability to operate on coal, natural gas or fuel oil. The current standard operation is to operate on natural gas as the primary fuel, utilize fuel oil as a transition fuel and coal as a fuel of last resort. The fuel oil storage tank has the capacity to carry the plant for 21 to 24 hours. The plant has maintained a coal inventory in a stockpile located adjacent to the plant for more than 30 years. The coal boilers have not been fired since 1998 when it was operated for several days during the spring to train operators. Due to environmental considerations and revisions to the Post Title V environmental permit, the coal boilers cannot currently be operated, (except possibly in a catastrophic emergency).

The CHPP provides the primary electricity and heating for the Post. FRA has its own electrical distribution system of ten feeders that leave the CHPP, as well as four feeders, which feed the CHPP. The CHPP currently provides electricity to the on Post facilities. FRA also owns the distribution steam heating piping system consisting of three 90 psig @ 400 °F steam headers for FRA, one 90 psig steam header to Elmendorf AFB hospital, and 130 psig @ 407 °F header to laundry facility. The plant utilizes a nearby cooling pond that is shared with the fish hatchery. Recovered heat from the CHPP is the primary heating source for the fish hatchery. Recovered heat from the plant also preheats the water that is extracted from the wells so that the potable water distribution system does not freeze.

The plant consists of eight boilers and five steam turbine generators. Four of the boilers are a coal spreader stoker travelling grate type rated at 135,000 lbs/hour and four are natural gas/fuel oil conversions rated at 135,000 lbs/hour. The boilers produce 400 psig steam @ 750 °F superheat. Three of the steam turbines are condensing/extraction type rated at 4,000 kW and two are exhaust/backpressure type rated at 3,000 kW. The extraction and exhaust steam currently provides the heating requirements of the Post and the condensing turbines are operated to meet the remaining electrical demand. Currently, two of the three condensing/extraction type turbines are operational. The Condensing/extraction turbines are rated for up to 100% on both condensing and extraction.

There is a project underway to replace the CHPP heating service with smaller boilers. These smaller boilers are being located at individual building locations. After the boilers are in place and operational the CHPP will be shut-down.

## Scope of Work

Note: throughout this document the terms Offeror and Contractor are both used to indicate the Entity proposing to fulfill this following requirement. Offeror refers to the Entity prior to contract award and Contractor applies to the Entity after contract award. The Offeror is requested to provide a technical approach and cost information for meeting each of the following options:

### **Option 1: Provide electrical service to meet the full requirements of Fort Richardson**

The term for Option 1 shall be a one-year base term with the option to add two additional one-year extensions, at the government's option. Service shall be in accordance with the Service Requirement Section below.

### **Option 2: Provide electrical service to meet the full requirements of Fort Richardson**

The term for Option 2 shall be a Three-year base term with the option to add two additional one-year extensions, at the government's option. Service shall be in accordance with the Service Requirement Section below.

## ***SERVICE REQUIREMENTS***

Under both Options 1 and 2, the Contractor shall provide the full electrical requirements of Fort Richardson – up to an estimated 13.5 MW - as defined under the Section: Electrical Specification, Estimated Electrical Requirements. The existing CHPP will not be available for power production. If the Contractor chooses to use the existing transformers and switchgear located within the CHPP plant, the Contractor shall confirm the capacities of the existing equipment to handle all anticipated loads (transformers and switchgears). Alternatively, the Contractor may provide new switchgear for the distribution of electrical power to the existing feeder circuits on base. New switchgear shall be configured and installed so that each breaker can be manually bypassed, in the event of catastrophic failure. Contractor may propose switching through other means. All proposed methods of switching require submittal of Standard Operating Procedures (SOP), covering power outage operations during maintenance and catastrophic failure events.

While the premise of this option is that power brought to Fort Richardson will be from generating facilities located outside of Fort Richardson, this does not preclude the Offeror from offering to provide the electrical requirements from new generators located on-base. If on-site generation is proposed, this must meet all environmental regulations and must be fully operational by the required start-date of October 01, 2003. Ownership of the equipment and environmental operating permit requirements will reside with the Contractor, and the Contractor will be responsible for all operation and maintenance associated with the equipment. **The Government will not provide any fuels for the operation of on site generation facilities.**

## ***ELECTRIC SPECIFICATION***

### TEMPORARY ELECTRICAL SERVICE SPECIFICATIONS – FORT RICHARDSON, ALASKA

Description of Requested Electric Service: The Contractor shall provide firm electric energy service, on a temporary basis not to exceed the base term plus all optional extension years, to Ft Richardson, Alaska, a US Army military post near Anchorage, Alaska. The service shall be 7,200-volts, three phase, 60 Hertz, alternating current, delta connection. This service shall be continuous and reliable under all conditions, except acts of God and public enemy.

The service and all installations shall meet National Fire Protection Association (NFPA) National Electrical Code (NEC), National Electrical Safety Code (NESC), and Institute of Electrical and Electronic Engineers (IEEE) standards for utility and distribution type systems and equipment.

Points of Delivery: The point(s) of delivery shall be at the existing feeder circuits. The existing feed point of these circuits are located inside the Central Heat & Power Plant (CHPP) Building 36012 in Fort Richardson, Alaska. The existing circuits are fed from an indoor switchgear lineup, located on the turbine floor level. The switchgear is air-break, 15 kV class draw out, manually operated, circuit breakers, with electro-mechanical protective relays and no billing type meters. Additional connection points will be considered, into other locations on the existing base circuits. Billing meters shall be installed on all connection points.

Description of Existing Distribution System: The existing distribution system in Ft Richardson is 7,200 volt, three phase, 60 Hertz, alternating current, operating as a delta configuration with primarily overhead distribution.

Existing power enters the existing switchgear line-up via five generator breaker units and two tie breaker units. There are two 5.0 MVA, 3 phase, 34.5-7.2/4.16 kV transformers supplying power from a 34,000 volt Utility interface connection to the main 7,200-volt bus via the two tie breakers. The existing configuration of the 5.0 MVA transformers has a bus tie breaker between the two tie breakers that has an electrical interlock allowing only one tie breaker to be operated at one time. **(See Figure 1).** The 34,000 volt connection runs overhead from ML&P substation 12, located at Elmendorf AFB, to the two 5.0 MVA transformers. The main switchgear and feeder circuit breakers are located in the Central Heat & Power Plant (CHPP) Building 36012 in Fort Richardson, Alaska. The main 7,200-volt distribution bus is copper, 3-phase, rated 1,200 amp, 15.0 kV. The feeder between the secondary of the existing 5.0 MVA transformers and the 7,200-volt bus is 250 MCM, XLP, 15.0 kV power cable in underground conduit. Distribution feeder circuits exit the CHPP underground and rise up on riser poles outside the CHPP. The distribution from the riser poles is predominantly overhead. The overhead circuits on the base vary in size, typically with the sections closest to the CHPP being the largest cross sectional area and the cross sectional area reducing as the circuit runs farther from the CHPP. Feeder circuits also contain secondary fuse protection at various locations. The location of changes in size and fuses are unique to each circuit. Four circuits feed the existing CHPP, including the switchgear space.

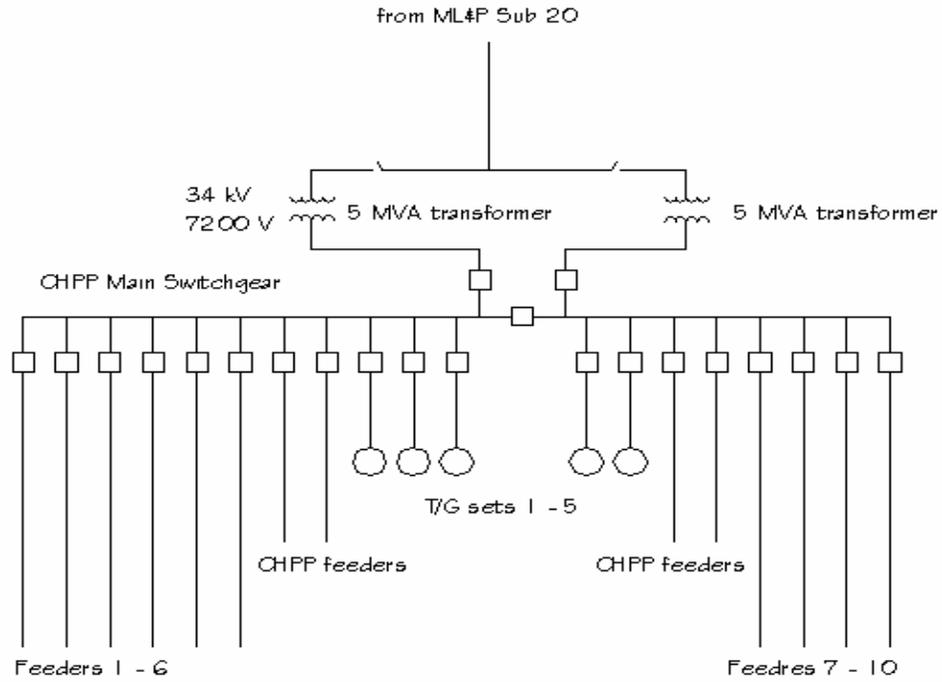


Fig 1 Existing CHPP Switchgear Configuration

The existing Utility service is limited to 7.5 MW maximum.

Estimated Electrical Requirements: Based on historical data and expected growth, the required amounts of power to be provided by the Contractor are:

- a. Max Demand: 13.5 MVA
- b. Estimated Energy Usage 64,300 MWh

The electrical load profile for calendar years 2001 and 2002 at FRA is presented in **table 1**.

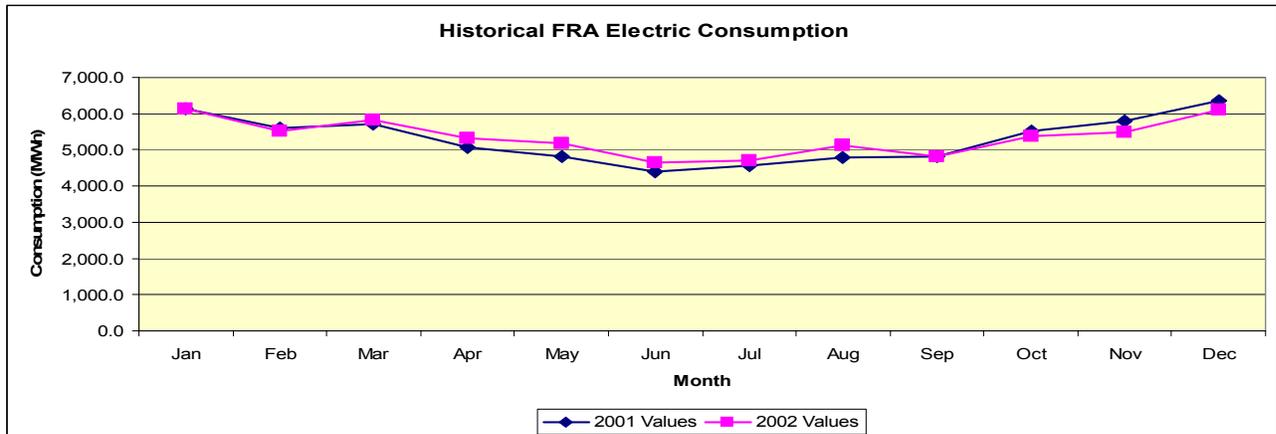
**Table 1. Monthly Electric Loads**

Month	2001 Values				2002 Values			
	Generated MWh	ML&P Purchases MWh	Total MWh	MW	Generated MWh	ML&P Purchases MWh	Total MWh	MW
Jan	5,984.0	142.3	6,126.3	10.50	5,626.0	503.8	6,129.8	10.50
Feb	5,364.0	242.8	5,606.8	10.40	5,079.0	445.5	5,524.5	10.45
Mar	5,113.0	600.3	5,713.3	9.40	5,445.0	383.3	5,828.3	9.95
Apr	4,591.0	464.3	5,055.3	9.70	4,883.0	439.2	5,322.2	9.20

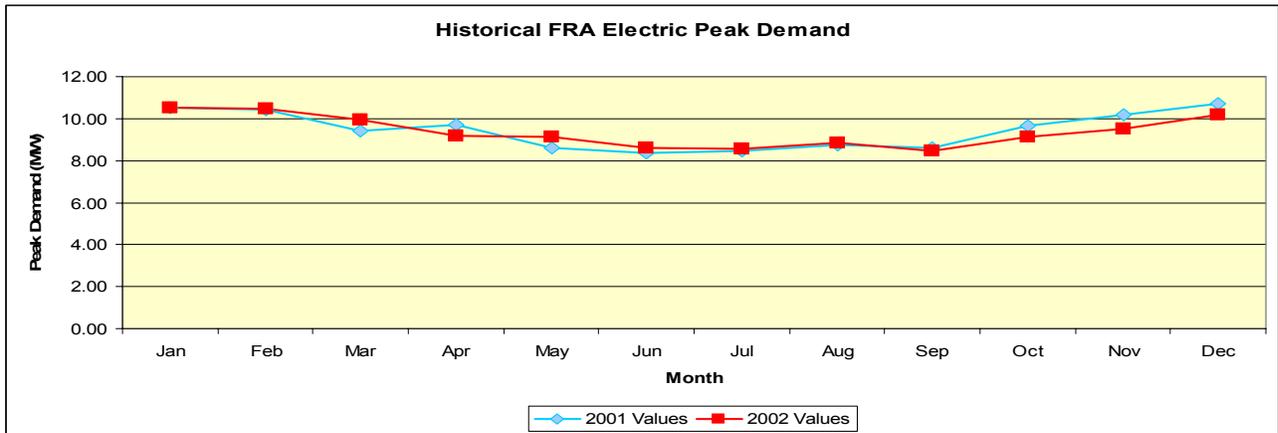
May	4,324.0	480.8	4,804.8	8.60	4,306.0	875.3	5,181.3	9.15
Jun	4,032.0	370.7	4,402.7	8.35	3,429.0	1,225.5	4,654.5	8.60
Jul	4,278.0	295.5	4,573.5	8.45	4,388.0	317.0	4,705.0	8.55
Aug	4,331.0	453.7	4,784.7	8.75	4,160.0	960.1	5,120.1	8.85
Sep	4,483.0	326.8	4,809.8	8.60	4,135.0	669.9	4,804.9	8.45
Oct	5,142.0	380.2	5,522.2	9.65	4,174.0	1,192.4	5,366.4	9.15
Nov	5,407.0	393.8	5,800.8	10.20	4,080.0	1,405.1	5,485.1	9.50
Dec	5,985.0	357.1	6,342.1	10.70	4,569.0	1,536.5	6,105.5	10.20
<b>Total</b>	<b>59,034.0</b>	<b>4,508.4</b>	<b>63,542.4</b>		<b>54,274.0</b>	<b>9,953.6</b>	<b>64,227.6</b>	

The values are presented graphically in the figures 3 and 4 and show that over the two year period that the profiles were consistent.

Figure 3. Electricity Consumption– 2001 and 2002

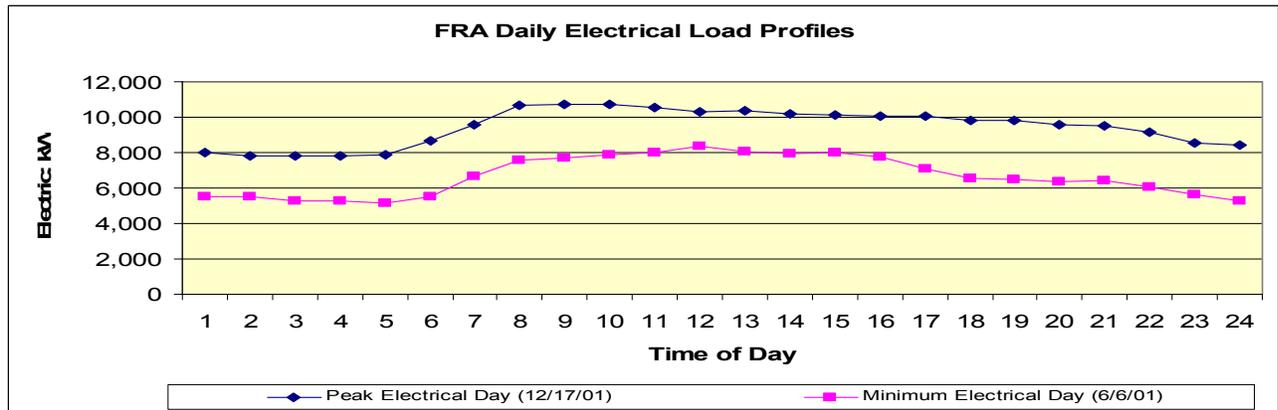


**Figure 4. Peak Demand 2001-2002**



Daily profiles are presented for the days in 2001 with the most energy (kWh) consumption: December 17<sup>th</sup>, and the least energy consumption: June 6<sup>th</sup> in **figure 4**.

**Figure 4. Representative Profiles for Days with Highest and Lowest Energy Consumption**



c. Approximate Existing Distribution of Electrical Load on Switchgear Circuits

- Feeder 1 1.1 – 1.2%
- Feeder 2 11.2 – 11.9%
- Feeder 3 8.2 – 8.7%
- Feeder 4 18.7 - 19.8%
- Feeder 5 5.9 - 6.3%
- Feeder 6 11.8 - 12.5%
- Feeder 7 11.7 - 12.4%
- Feeder 8 7.3- 7.7%

- Feeder 9 13.5 - 14.3%
- Feeder 10 5.0 - 5.3%
- CHPP (4 feeders) 0.0 - 5.6%

Quality of Service:

Allowable voltage variation shall not exceed plus or minus 5%

Frequency variation shall not exceed 0.5 cycles from 60.0 Hz

Operation outside of the above allowable ranges shall be considered an outage.

Reliability shall meet a minimum factor .9996. per year (no more than 3.5 hours of outage time per year)

No more than six long power outages per year because of primary power failure (duration of more than three minutes)

No more than 30 short power outages per year (duration between 1 sec and 3 minutes)

No more than 70 momentary outages (duration less than 1 second)

No more than 3.5 hrs of accumulated power outages over the year because primary power failure

Submittals:

Drawings: The Offeror shall submit concept drawings and other information consisting of equipment, illustrations, schedules, sizes, ratings, physical arrangements, catalog excerpts, and connections. The drawings shall demonstrate that the Offeror understands the basic operational and safety requirements for connection to FRA, using the existing FRA systems and / or new equipment. The Offeror shall also provide descriptions of the generation systems, the transmission system, and distribution systems which will provide power to the base, per section M. The Offeror shall also provide descriptions of any proposed on site generation equipment and personnel planned to operate this equipment. Standard Operating Procedures: SOP's outlining procedures and coordination for emergency and planned outages outside Ft. Richardson and inside Ft. Richardson.

Equipment Required For New Power Supply:

Electrical power supply and distribution for the term of the proposed period may utilize the existing transformers and switchgear located in the power plant. The supply for the additional load, beyond the 7.5 MW, which the two 5.0 MVA transformers can provide, may be connected directly to the distribution system feeders. Connection directly to distribution feeders will require the installation of new circuit protection devices. The service(s) shall be monitored 24/7 for continuity and quality of service. All deviations from the specified voltage and frequency limits shall be recorded. Metering equipment shall provide time series data of demand & energy. This data shall be provided to the base on a monthly basis in electronic format.

If the Contractor so desires, the Contractor may provide new switchgear for the distribution of electrical power to the existing feeder circuits on base. New switchgear shall be configured and installed so that each breaker can be manually bypassed, in the event of a catastrophic failure. If the Contractor provides new switchgear, under the control of the Contractor, each feeder shall be monitored 24/7 for continuity of service and quality of service. All deviations from the specified voltage and frequency limits shall be recorded. Metering equipment shall provide time series data of demand & energy. This data shall be provided to the base on a monthly basis in electronic format.

Prior to reconfiguration of electric feeds, a short circuit analysis and coordination study shall be completed to assure optimum protection and dependability of the base electrical service(s).

Selling of Power Prohibited:

The Contractor shall not sell or make available to other customers any amount of power originated from the transformers installed on Fort Richardson under this solicitation.

Service Territory:

Fort Richardson does not intend to enter into a service territory agreement with the Contractor.

Easements:

Fort Richardson will provide any easements necessary for the installation of the transmission lines and other equipment required to provide this service for Fort Richardson Property.

SCOPE

## 52.241-3 SCOPE AND DURATION OF CONTRACT

(a) The Contractor agrees to furnish and the Government agrees to purchase Electric utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in this contract. The Government wishes to solicit this requirement with two separate optional duration periods. Offerors are encouraged to submit pricing for both options. Contract award will be made for either Option 1 or 2 only. See Section L. 3.2.2 for suggested format.

(1) The first Option is a base period of one-year with two each one-year optional performance periods:

(2) The second Option is a base period of three-years with two each one-year optional performance periods.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with two complete copies of its tariff, setting forth the rates, terms, and conditions of service which are in effect as of the date of this contract and agrees to provide copies of any subsequently approved change in rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be prorated, as provided in the Tariff, for the periods in which commencement and termination of this contract become effective.

(e) Contractor's that are not regulated or do not have tariffs, will be paid at the rates accepted by the Government at the time of award.

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.600-4000 SITE VISIT (Local Clause)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after award of the contract. The Government will conduct a guided site visit at **1:00 PM on April 10, 2003**. Offerors will assemble in Building 36012, Central Heat & Power Plant for the tour. Offerors must provide their own transportation.

Please Contact **Marie Kennedy** at telephone (907) 384-7088, facsimile (907) 384-7118, or by email at [marie.kennedy@richardson.army.mil](mailto:marie.kennedy@richardson.army.mil). A list of company personnel must be submitted, complete with names must be received two (2) days prior to site visit if you plan to attend.

(End of provision)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-  
CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.200-4502 CONTRACT ADMINISTRATOR (Local Clause)

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

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

(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)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

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 600, 2<sup>nd</sup> FL, East End  
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.)

52.300-4003 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

#### 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.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.222-3	Convict Labor	AUG 1996
52.222-26	Equal Opportunity	APR 2002
52.223-6	Drug Free Workplace	MAY 2001
52.232-1	Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.241-12	Nonrefundable, Nonrecurring Service Charge	FEB 1995
52.253-1	Computer Generated Forms	JAN 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to contract expiration.

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of performance expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

#### 52.241-1 ELECTRIC SERVICE TERRITORY COMPLIANCE REPRESENTATION (MAY 1999)

(a) Section 8093 of Public Law 100-202 generally requires purchases of electricity by any department, agency, or instrumentality of the United States to be consistent with State law governing the provision of electric utility service, including State utility commission rulings and electric utility franchises or service territories established pursuant to State statute, State regulation, or State-approved territorial agreements.

(b) By signing this offer, the offeror represents that this offer to sell electricity is consistent with Section 8093 of Public Law 100-202.

(c) Upon request of the Contracting Officer, the offeror shall submit supporting legal and factual rationale for this representation.

(End of provision)

#### 52.241-2 ORDER OF PRECEDENCE-UTILITIES (FEB 1995)

In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the terms of this contract shall control.

(End of clause)

#### 52.241-4 CHANGE IN CLASS OF SERVICE (FEB 1995)

(a) In the event of a change in the class of service, such service shall be provided at the Contractor's lowest available rate schedule applicable to the class of service furnished.

(b) Where the Contractor does not have on file with the regulatory body approved rate schedules applicable to services provided, no clause in this contract shall preclude the parties from negotiating a rate schedule applicable to the class of service furnished.

(End of clause)

#### 52.241-6 SERVICE PROVISIONS (FEB 1995)

(a) Measurement of service. (1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered

during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than 1 percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than 30 days shall be prorated accordingly.

(b) Meter test. (1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding 1 year(s) The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than 1 percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of 1 percent under normal operating conditions.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe. If any such failure, suspension, diminution, or other variation of service shall aggregate more than 30 minutes during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

#### 52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give 30 days written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and

(2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which

affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of clause)

#### 52.241-8 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES (FEB 1995)

(a) This clause applies to the extent that services furnished hereunder are not subject to regulation by a regulatory body.

(b) After **3 years**, either party may request a change in rates or terms and conditions of service, unless otherwise provided in this contract. Both parties agree to enter in negotiations concerning such changes upon receipt of a written request detailing the proposed changes and specifying the reasons for the proposed changes.

(c) The effective date of any change shall be as agreed to by the parties. The Contractor agrees that throughout the life of this contract the rates so negotiated will not be in excess of published and unpublished rates charged to any other customer of the same class under similar terms and conditions of use and service.

(d) The failure of the parties to agree upon any change after a reasonable period of time shall be a dispute under the Disputes clause of this contract.

(e) Any changes to rates, terms, or conditions as a result of such negotiations shall be made a part of this contract by the issuance of a contract modification.

(End of clause)

#### 52.241-9 CONNECTION CHARGE (FEB 1995)

(a) Charge. In consideration of the Contractor furnishing and installing at its expense the new connection facilities described herein, the Government shall pay the Contractor a connection charge. The payment shall be in the form of progress payments, advance payments or as a lump sum, as agreed to by the parties and as permitted by applicable law. The total amount payable shall be either the estimated cost of \$ \_\_\_\_\_ less the agreed to salvage value of \$ \_\_\_\_\_, or the actual cost less the salvage value, whichever is less. As a condition precedent to final payment, the Contractor shall execute a release of any claims against the Government arising under or by the virtue of such installation.

(b) Ownership, operation, maintenance and repair of new facilities to be provided. The facilities to be supplied by the Contractor under this clause, notwithstanding the payment by the Government of a connection charge, shall be and remain the property of the Contractor and shall, at all times during the life of this contract or any renewals thereof, be operated, maintained, and repaired by the Contractor at its expense. All taxes and other charges in connection therewith, together with all liability arising out of the construction, operations, maintenance, or repair of such facilities, shall be the obligation of the Contractor.

(c) Credits. (1) The Contractor agrees to allow the Government, on each monthly bill for service furnished under

this contract to the service location, a credit of \_\_\_\_\_ percent of the amount of each such bill as rendered until the accumulation of credits shall equal the amount of such connection charge, provided that the Contractor may at any time allow a credit up to 100 percent of the amount of each such bill.

(2) In the event the Contractor, before any termination of this contract but after completion of the facilities provided for in this clause, serves any customer other than the Government (regardless of whether the Government is being served simultaneously, intermittently, or not at all) by means of these facilities, the Contractor shall promptly notify the Government in writing. Unless otherwise agreed by the parties in writing at that time, the Contractor shall promptly accelerate the credits provided for under subparagraph (c)(1) of this clause, up to 100 percent of each monthly bill until there is refunded the amount that reflects the Government's connection costs for that portion of the facilities used in serving others.

(3) In the event the Contractor terminates this contract, or defaults in performance, prior to full credit of any connection charge paid by the Government, the Contractor shall pay to the Government an amount equal to the uncredited balance of the connection charge as of the date of the termination or default.

(d) Termination before completion of facilities. The Government reserves the right to terminate this contract at any time before completion of the facilities with respect to which the Government is to pay a connection charge. In the event the Government exercises this right, the Contractor shall be paid the cost of any work accomplished, including direct and indirect costs reasonably allocable to the completed work prior to the time of termination by the Government, plus the cost of removal, less the salvage value.

(e) Termination after completion of facilities. In the event the Government terminates this contract after completion of the facilities with respect to which the Government has paid a connection charge, but before the crediting in full by the Contractor of any connection charge in accordance with the terms of this contract, the Contractor shall have the following options:

(1) To retain in place for two months after the notice of termination by the Government such facilities on condition that--

(i) If, during such two month period, the Contractor serves any other customer by means of such facilities, the Contractor, shall, in lieu of allowing credits, pay the Government during such period installments in like amount, manner, and extent as the credit provided for under paragraph (c) of this clause before such termination; and

(ii) Immediately after such two month period the Contractor shall promptly pay in full to the Government the uncredited balance of the connection charge.

(2) To remove such facilities at the Contractor's own expense within three months after the effective date of the termination by the Government. If the Contractor elects to remove such facilities, the Government shall then have the option of purchasing such facilities at the agreed salvage value set forth herein; and provided further, that the Contractor shall, at the direction of the Government, leave in place such facilities located on Government property which the Government elects to purchase at the agreed salvage value.

(End of clause)

#### 52.241-10 TERMINATION LIABILITY (FEB 1995)

(a) If the Government discontinues utility service under this contract before completion of the facilities cost recovery period specified in paragraph (b) of this clause, in consideration of the Contractor furnishing and installing at its expense, the new facility described herein, the Government shall pay termination charges, calculated as set forth in this clause.

(b) Facility cost recovery period. The period of time, not exceeding the term of this contract, during which the net cost of the new facility, shall be recovered by the Contractor is--

\_\_\_\_\_ months.

(c) Net facility cost. The cost of the new facility, less the agreed upon salvage value of such facility, is--

\$ \_\_\_\_\_.

(d) Monthly facility cost recovery rate. The monthly facility cost recovery rate which the Government shall pay the Contractor whether or not service is received is--

\$ \_\_\_\_\_. (Divide the net facility cost in paragraph (c) of this clause by the facility's cost recovery period in paragraph (b) of this clause and insert the resultant figure.)

(e) Termination charges. Termination charges = \$ \_\_\_\_\_ (Multiply the remaining months of the facility's cost recovery period specified in paragraph (b) of this clause by the monthly facility cost recovery rate in paragraph (d) of this clause and insert the resultant figure.)

(f) If the Contractor has recovered its capital costs at the time of termination there will be no termination liability charge.

(End of clause)

#### 52.241-11 MULTIPLE SERVICE LOCATIONS (FEB 1995)

(a) At any time by written order, the Contracting Officer may designate any location within the service area of the Contractor at which utility service shall commence or be discontinued. Any changes to the service specifications shall be made a part of the contract by the issuance of a contract modification to include the name and location of the service, specifying any different rate, the point of delivery, different service specifications, and any other terms and conditions.

(b) The applicable monthly charge specified in this contract shall be equitably prorated from the period in which commencement or discontinuance of service at any service location designated under the Service Specifications shall become effective.

(End of clause)

#### 52.241-13 CAPITAL CREDITS (FEB 1995)

(a) The Government is a member of the \_\_\_\_\_, and as any other member, is entitled to capital credits consistent with the bylaws of the cooperative, which states the obligation of the Contractor to pay capital credits and which specifies the method and time of payment.

(b) The Contractor shall furnish to the Contracting Officer, or the designated representative of the Contracting Officer, in writing, on an annual basis a list of accrued credits by contract number, year, and delivery point.

(c) Payment of capital credits will be made by check, payable to the US treasury Department, and forwarded to the Contracting Officer at the Regional Contracting Office-AK, PO Box 5-525, Fort Richardson, AK 99505-0525, unless otherwise directed in writing by the Contracting Officer. Checks shall cite the current or last contract number

and indicate whether the check is partial or final payment for all capital credits accrued.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

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

(End of clause)

APPROVAL OF CONTRACT

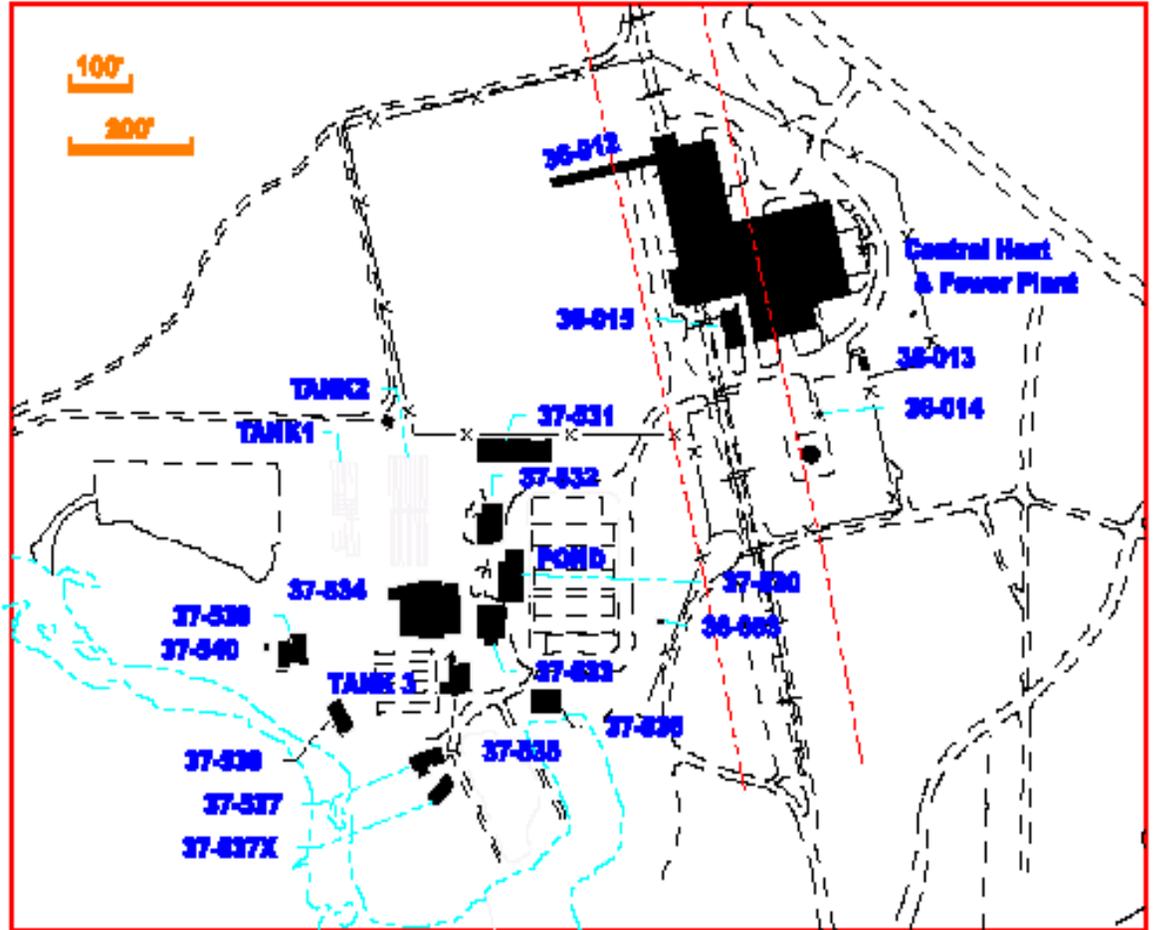
This contract is subject to the approval of the U.S. Army Power Procurement Officer and will not be binding until so approved.

APPROVED BY: \_\_\_\_\_  
Signature and Date

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachement 1. Drawing Fort Richardson, Alaska - Central Heat & Power Plant, Building Site



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

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

## (a) Definitions.

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

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

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

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

## (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

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

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

52.209-5 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)

## Section L - Instructions, Conditions and Notices to Bidders

### EVALUATION

#### L.1 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Proposals shall be mailed (including U.S. Postal Services Express Mail-Next Day Service-Post Office to Addressee) to Regional Contracting Office - Alaska, P.O. Box 5-525, Fort Richardson, Alaska 99505-0525 or hand-carried to the depository in the reception area on the second floor, east wing of Building 600 Fort Richardson, Alaska.

Proposals delivered by courier service (e.g. DHL, Federal Express, etc.) are considered as hand-carried bids/proposals and must be addressed to the Regional Contracting Office – Alaska, 2<sup>nd</sup> Fl, Building 600, Fort Richardson, Alaska. The sealed envelope shall reflect bidders 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.

#### L.2 FACSIMILE TRANSMISSIONS

Facsimile transmissions are not 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) 384-7118 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.

#### L.3 INSTRUCTIONS/CONDITIONS AND NOTICES TO OFFERORS

##### L.3.1 INSTRUCTIONS AND PROCEDURES

(a) Proposal Evaluation. The Government will evaluate the Offerors Technical and Past Performance information contained in the proposals. See Section M of the solicitation for Evaluation Factors.

(b) Written Documentation. All written documentation, within the acceptable solicitation formats, will be used to evaluate the offeror. Offerors shall submit the following written documentation no later than the specified date and time to the location specified herein. Any information not specifically requested below will not be evaluated or used in any way.

##### L.3.2 PROPOSED FORMAT AND CONTENT

###### L.3.2.1 GENERAL

(a) All Offerors shall furnish a written proposal with the minimum content as specified herein. Proposals without the minimum content may be rejected. Proposals shall be clearly and concisely written as well as being neat and logically assembled. All pages of each part shall be appropriately numbered and identified with the date of preparation and the RFP number. All written documentation shall be submitted in the appropriate volumes marked with the respective tabs identified below.

(b) Pages shall be 8 ½” by 11”; single-spaced with no more than 54 lines per page with the exception of organization line and block charts. The minimum type shall be 12 point font including Cost/Price Proposal. A page printed on both front and back shall be counted as two pages. Drawings, table, diagrams, charts, annexes, etc, may be folded to fit into the proposal package.

(c) To aid evaluation, proposals shall be specific, concise, and complete. Statements that the offeror understands, can or will comply with all requirements, statements paraphrasing the requirements or parts thereof, and phrases such as “standard procedures will be used” or “well-known techniques will be used” will be considered insufficient. Proposals shall be neat, indexed (cross-indexed, as appropriate) and logically assembled with an executive summary. Technical and capabilities information shall be included in the Technical and capabilities proposal only. Cost information shall be in the Cost/Price Proposal only.

**L.3.2.2 FORMAT**

The Offeror’s written proposal shall be submitted in two separate and detached volumes (Volume 1 - Parts I & II and Volume 2 - Parts, III & IV as described below), in individually titled binders and be submitted in the following number of copies: Volume 1 – two complete copies, Volume 2 – five complete copies.

**Part I, Standard Form 33** shall consist of the signed form in its entirety which include all certifications and representations.

**Part II, Cost/Price Proposal** shall be submitted using the following **suggested formats**:

**PRICING OPTION ONE; BASE YEAR**

<b>Item Description</b>	<b>Quantity</b>	<b>Unit Measure</b>	<b>Unit Price</b>	<b>Extended Amount</b>
0001 Customer Charge	<u>12</u>	Months	\$ _____	\$ _____
0002 Energy Charge	<u>64,500,000</u> annual	Kwh	\$ _____	\$ _____
0003 Demand Charge	<u>13 Max</u>	Megawatts	\$ _____	\$ _____
0004 Connection Fee	<u>12</u>	Months	\$ _____	\$ _____

**PRICING OPTION ONE; 2 EACH 1-YEAR OPTION PERIODS**

<b>Item Description</b>	<b>Quantity</b>	<b>Unit Measure</b>	<b>Unit Price</b>	<b>Extended Amount</b>
0005 Customer Charge	<u>12</u>	Months	\$ _____	\$ _____
0006 Energy Charge	<u>64,500,000</u> annual	Kwhrs	\$ _____	\$ _____
0007 Demand Charge	<u>13 Max</u>	Megawatts	\$ _____	\$ _____

**PRICING OPTION TWO; BASE PERIOD**

**Item Description    Quantity    Unit Measure    Unit Price    Extended Amount**

0001 Customer Charge	<u>36</u>	Months	\$ _____	\$ _____
0002 Energy Charge	<u>193,500,000</u> total	Kwhrs	\$ _____	\$ _____
0003 Demand Charge	<u>13 Max</u>	Megawatts	\$ _____	\$ _____
0004 Connection Fee	<u>36</u>	Months	\$ _____	\$ _____

**PRICING OPTION TWO; 2 EACH 1-YEAR OPTION PERIODS**

**Item Description    Quantity    Unit Measure    Unit Price    Extended Amount**

0005 Customer Charge	<u>12</u>	Months	\$ _____	\$ _____
0006 Energy Charge	<u>64,500,000</u> annual	Kwhrs	\$ _____	\$ _____
0007 Demand Charge	<u>13 Max</u>	Megawatts	\$ _____	\$ _____

The offers shall provide detailed description of the rate structure including definitions for seasons, on-peak and off-peak time periods (if applicable), definition of calculation for peak demand, demand charge structure, energy charge structure, fuel charge adjustments (if applicable), meter charges (if applicable) and details of any other charges that may apply. Offers shall also include sample bills detailing the applicable charges for the month of January (6,129,824 kWh, 10,500 kW) and the month of July (4,705,037 kWh, 8,550 kW).

Month	FRA Usage		Costs					Total Cost (\$)
	Energy (kWh)	Peak Demand (kW)	Customer Charge (\$)	Connection Fee (\$)	Energy Charge (\$)	Demand Charge (\$)	Other Charges (\$)	
Jan	6,129,824	10,500						
Feb	5,524,508	10,450						
Mar	5,828,305	9,950						
Apr	5,322,201	9,200						
May	5,181,268	9,150						
Jun	4,654,453	8,600						
Jul	4,705,037	8,550						
Aug	5,120,124	8,850						
Sep	4,804,898	8,450						
Oct	5,366,378	9,150						
Nov	5,485,131	9,500						
Dec	6,105,488	10,200						
<b>Total</b>	<b>64,227,615</b>							

ARITHMETIC DISCREPANCIES

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid schedule as submitted by offerors:

- (1) Obviously misplaced decimal points will be corrected;
- (2) In case of discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit price will be corrected;
- (4) Apparent errors in addition of lump sum and extended price will be corrected;

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the Offeror intends their bid to be evaluated on the basis of unit prices, extensions and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

**Part III**, Technical, and Capabilities Proposal shall be organized to separately address each major functional area identified on the list below. The proposal shall address the functional areas in sufficient detail to demonstrate the Offeror’s understanding of the methodology, scope of services and relationships outlined in the electrical specifications. Necessary information in the form of narrative or graphic displays shall be displayed by function area. To assist evaluators in understanding the Offeror’s approach, offerors may augment their presentation with information displayed in other combinations or formats that do not conflict with the requirements of paragraph II.

(a) The major functional areas described in Section C – Scope of Work, are:

- 1. Description of General Capabilities and Understanding.
  - Provide overview of capabilities and specifically address Section M.1 Items 1 through 12.
- 2. Description of Current Capability and Historical Performance and Address Section M.1 items 13 through 19.
  - Approach to the Option 1 and 2 specific requirement and SOP.
  - Include narrative description, SOP, supporting schematics as described in Submittals Section, and address Section M.1 items 15 through 17.

(b) If new generation equipment is proposed for on site use the following additional major functional areas must be addressed; **The Government will not provide any fuels for on site generation equipment.**

- 1. Generation Facilities/Equipment
- 2. Transformer Equipment
- 3. Location of Equipment
- 4. Federal/State/Local Permits
- 5. Transmission Facilities/Equipment
- 6. Switch Gear Equipment
- 7. Connection Equipment & Route
- 8. Required Easements

**Part IV, Past Performance Information** shall consist of:

Comparable Customer Solutions provided by the Offeror including:

- Project Name

- Description of solution provided
- Reference Name
- Address
- Telephone Number
- Email Address

L.3.2.3. Proposal revisions, if required, shall be submitted as page replacements with revised text underlined. Revised pages shall be numbered, dated, and submitted in the number of copies corresponding to the initially required proposal. If Final Proposal Revisions (FPRs) are required, they will be evaluated against the same criteria, as were the initial offers.

#### CLAUSES INCORPORATED BY REFERENCE

52.215-1

Instructions to Offerors--Competitive Acquisition

MAY 2001

## Section M - Evaluation Factors for Award

EVAL FACTORS**M.1 Evaluation Factors for Award**

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

- (1) Technical
- (2) Price

(b) Of these two factors, Technical and price are equal. The Government is interested in proposals that meet the technical requirements—reliable and continuous service at fair and reasonable price.

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

- (1) Capabilities
- (2) Method proposed to provide services required by this solicitation.
- (3) Past Performance.

(d) Price will be evaluated using price analysis techniques. In selecting the best overall proposal, the Government will consider all offers that are technically acceptable.

(e) Selection will be made to the offer that meets the technical requirements with the lowest price.

(f) Each Offeror shall submit a written proposal that covers the following areas. These factors will not be point scored but will be evaluated on whether or not the responses satisfy the basic requirements, as described below. Reference Section L – 3.2.2, Volume III.

1. Completion of all equipment installation, connections and ready for use on October 01, 2003.
2. Capability and experience in ownership, operation, and maintenance of similar utility systems  
Financial capacities to provide, expand, and operate the utility systems
3. Understanding of the obligation to serve in regards to continuous utility service
4. Understanding of applicable state and local utility laws and your compliance capability
5. Statement detailing your understanding of any existing franchises and your ability to provide service given these conditions
6. Statement detailing your understanding of federal, territorial, and local environmental laws and regulations and familiarity and experience with environmental compliance procedures and regulations for Alaska and the U. S. Environmental Protection Agency. Identify any new compliance requirements, and timeframes to obtain such, associated with this offer.
7. Supervisory control and data acquisition (SCADA) system proposed to monitor and control the Ft. Richardson system.
8. Directorate of Public Works access to real-time monitoring of the load for watts, voltage, vars, current, kWh accumulation and demand for the electrical system
9. Number of linemen, engineers, and technicians are available for 24hr/7d maintenance applicable to Fort Richardson service. Response time/restoration time for various levels of outages due to transmission lines, substations, transformers, switchgear, (primary equipment between generation and Fort Richardson connection)

10. Personnel licenses and certificates applicable to item #9 above.
11. Right of way, agreements, and easements for the transmission line.
12. State and Federal permits to generate the power required by this contract.
13. Present Mega Watt generating capacity (by fuel source), system load, spinning reserve level, standby reserves which are not spinning, system sensitivity to equipment failures, typical power import/export.
14. Description of proposed connection to Ft. Richardson including all proposed equipment and routing and description of transmission line feed to be provided or upgraded.
15. Provide a contingency analysis of the proposed power supply configuration, which indicates the various failure modes and the planned reaction. Indicate both the worst case failure and all failures which would restrict the electrical power flow to any or all customers on the base, along with the estimated time to totally restore power. (explain load conditions and limits if applicable)
16. Provide a description of mobile and portable equipment, which would be used to restore service, if an equipment failure should occur. Also provide the time expected to restore in this scenario.
17. Provide a description of bypass switches/connections and operation to restore power in the event of a switch or breaker failure.
18. Outage hours during the past year on the primary distribution system and number of outages. Identify the "primary distribution system", totals and types of outages.
19. Quality of the primary power in terms of brownouts, surges and over-voltages, transients, frequency shifts from 60HZ and distortions of voltage wave. (total numbers and frequency)

## **M.2 Basis of Award**

1. Subject to the provisions contained herein, award will be made for a Firm-Fixed Price Utility Contract with one performance period, either Option 1, with a Base Year with two separate one-year option periods or Option 2, with a Base Period of three-years with two separate one-year option periods. **No proposal will be accepted that does not contain pricing for all schedules.** The Government will evaluate each proposal strictly in accordance with its content. A team of both Government and Contractor personnel will evaluate offers, considering the factors, sub factors, and their relative importance set forth in this solicitation.
2. Award will be made to the offeror whose proposal meets the technical requirements of this solicitation with the lowest aggregate price for the government selected option schedule.
3. Proposals that are unrealistic in terms of technical approach or do not have Federal, State or local permits will not be considered to meet technical acceptance and will be rejected.
4. An award made be made with out discussion; therefore, the Offeror should offer its most advantages pricing and terms with proposal submission. However, if the Contracting Officer determines it necessary, discussions or negotiations may be conducted with all offerors that meet technically acceptable. If "Final Proposal Revisions" are requested, they will be evaluated against the same criteria as were intial 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 non-responsive 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)