

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1   20	
1. REQUEST NO. W912CZ-04-T-0088	2. DATE ISSUED 23-Aug-2004	3. REQUISITION/PURCHASE REQUEST NO. WC1JXM 4189-8404	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY REGIONAL CONTRACTING OFFICE - ALASKA ATTN: SFCA-PRA-C PO BOX 35510 FORT WAINWRIGHT AK 99703-0510			6. DELIVER BY <i>(Date)</i> <b>SEE SCHEDULE</b>			
5b. FOR INFORMATION CALL: <i>(Name and Telephone no.) (No collect calls)</i> ANGELHEART S. JORDAN 907-353-7300			7. DELIVERY <input checked="" type="checkbox"/> FOB <input type="checkbox"/> OTHER DESTINATION <i>(See Schedule)</i>			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <i>(Consignee and address, including ZIP Code)</i> CDR, USA MEDDAC-AK HENDRIX, MARYALICE ATTN:MCUC-LO-PM BLDG 4069 FT. WAINWRIGHT AK 99703-7400 TEL: 907-353-5427 FAX: 907-353-4857			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: <i>(Date)</i> 07-Sep-2004						
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE <i>(Include applicable Federal, State, and local taxes)</i>						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>SEE SCHEDULE</b>						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No.   %	
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>						
13. NAME AND ADDRESS OF QUOTER <i>(Street, City, County, State, and ZIP Code)</i>			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		TELEPHONE NO. <i>(Include area code)</i>	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ARTWORK, CUSTOM-DESIGNED MOBILE FFP AS PER ATTACHED SCOPE OF WORK. POC: MARYALICE HENDRIX, (907) 353-5427. PURCHASE REQUEST NUMBER: WC1JXM 4189-8404	1	Job		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	MAQUETTE OF FINAL ART PIECE FFP (MINIATURE MODEL TO SCALE) DUE 31 OCTOBER 2004. PURCHASE REQUEST NUMBER: WC1JXM 4189-8404	1	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	INSTALLATION FFP NOT LATER THAN 30 JUNE 2006. PURCHASE REQUEST NUMBER: WC1JXM 4189-8404	1	Each		

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NET AMT

FOB: Destination

SCOPE OF WORK

**SCOPE OF WORK**

Mobile for Lobby  
Bassett Army Hospital Replacement Project

Create a site-specific, Alaskan environmental themed, piece of artwork for the Bassett Army Hospital Replacement Project: specifically, the artwork shall be a representation of the aurora borealis. The artwork will be located in the Main Lobby area above the IG-2 and IG-3 stairs site on a truss location to be agreed upon. The art piece shall be a hanging sculpture (mobile) made of woven wire mesh covered with tinted resin or paint with a portion of the wire open. The mobile shall weigh no more than 500 pounds and move within a cylindrical space approximately 20 feet in diameter and 13 feet in height. The attachment points will have a ball bearing swivel allowing total rotational freedom. Materials used in the construction of this piece must comply with National Fire Protection Safety Code 101. The artwork will be installed with a supplied point of attachment no more than thirty feet above finished grade. The artist shall install the artwork.

Artist will complete a maquette (miniature model to scale) of the site-specific artwork by 31 October 2004, for review and approval by the New Bassett Army Community Hospital Art Committee. A second review will be scheduled for the summer of 2005 at which the NBACH Art Committee will review/approve the work in progress. Final piece will be completed and installed in the summer of 2006 at a date and time to be agreed upon, but not later than 30 June 2006.

Artist will have access to the designated location of the artwork in the new facility through coordination with the Healthy Facility Project Office staff. Specific contract information will be provided upon award of the contract.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-JUN-2006	1	CDR, USA MEDDAC-AK HENDRIX, MARYALICE ATTN:MCUC-LO-PM BLDG 4069 FT. WAINWRIGHT AK 99703-7400 907-353-5427 FOB: Destination	WCIJXM
0002	31-OCT-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WCIJXM
0003	21-JUN-2006	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WCIJXM

Section G - Contract Administration Data

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
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
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.211-5	Material Requirements	AUG 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.223-6	Drug-Free Workplace	MAY 2001
52.224-2	Privacy Act	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.236-2	Differing Site Conditions	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-12	Cleaning Up	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost

principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

#### 52.219-5 VERY SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition. Very Small Business Concern, as used in this clause, means a concern whose headquarters is located within the geographical area served by a designated SBA district (see 13 CFR 125.7(b)); which, together with its affiliates, has no more than 15 employees and has average annual receipts that do not exceed \$1 million.

(b) Eligibility. (1) Only those firms headquartered in the Alaska Small Business Administration (SBA) district are eligible for this acquisition.

(2) Offers or quotations under this acquisition are solicited from very small business concerns only. Offers that are from other than an eligible very small business concern shall not be considered and shall be rejected. The offeror represents that it is an eligible very small business concern by submission of an offer or quotation.

(c) Agreement. A very small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-3	Taxpayer Identification	OCT 1998
52.215-7	Annual Representations and Certifications--Negotiation	OCT 1997
52.222-22	Previous Contracts And Compliance Reports	FEB 1999

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

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.237-1	Site Visit	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	JUN 1999

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of

cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

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

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

(c) The telephone number of receiving facsimile equipment is: (907) 353-7302.

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

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

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

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

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so

by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.233-2 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 3030, Room 126  
Fort Wainwright, AK 99703-0510

(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.)

INSTRUCTIONS

Quotes shall contain information to allow evaluation (see Section M, Evaluation Factors for Award). For past performance, identify references who can promptly provide information concerning your past performance. The Contracting Officer is not limited to references by vendors, nor required to contact all references listed by vendors.

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

The following evaluation factors, in descending order of importance, will be utilized to evaluate offers:

- 1. Past Performance
  - a. Quality of products and services
  - b. Customer satisfaction
  - c. Cost control
  - d. Timeliness of performance
  - e. Business relations
- 2. Ability to Fabricate Both Cultural and Natural Alaskan Exhibitory
- 3. Key Personnel
- 4. Samples of Work – Quality and workmanship of exhibits as shown by photographs and a description of the exhibit projects that were completed by key personnel proposed for use under this contact
- 5. Price

Past Performance and Ability to Fabricate Both Cultural and Natural Alaskan Exhibitory are approximately equal in importance; Key Personnel, Samples of Work and Price, when combined, are approximately equal to either Past Performance or Ability to Fabricate Both Cultural and Natural Alaskan Exhibitory.

PAST PERFORMANCE QUESTIONNAIRE

**Attachment 6**

**Past Performance Questionnaire**

**1. CONTRACT IDENTIFICATION**

1. Contractor: \_\_\_\_\_

2. Contract Number: \_\_\_\_\_

3. Contact Type: \_\_\_\_\_

**Competitive:**  Yes  No

4. Period of Performance: \_\_\_\_\_

5. Current Contract Cost: \_\_\_\_\_

6. Description of Services: \_\_\_\_\_

**II AGENCY IDENTIFICATION**

1. Name: \_\_\_\_\_

2. Location of Project: \_\_\_\_\_

- 3. Name of Person Providing Information \_\_\_\_\_
- 4. Telephone Number: \_\_\_\_\_
- 5. Duty Title: \_\_\_\_\_
- 6. Date of Questionnaire Completion: \_\_\_\_\_

**III. EVALUATION**

- 1. **QUALITY OF SERVICE:** Did the Contractor meet/not meet/exceed Contract Requirements for Quality of Service? MEET   
NOT MEET   
EXCEED

a) Please explain how the Contractor met/did not meet/exceeded the contract requirements regarding quality of service and provide any strengths and/or weaknesses (e.g. Quality Control Plan).

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b) Were there any problems encountered and/or Contract Discrepancy Reports (CDRs) issued? What were the CDRs issued for and when? Did the Contractor correct the problem?

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The quality of service can be measured by how well the offeror conformed to or met Contract requirements, specifications and standards of good workmanship (e.g. commonly accepted technical, professional, environmental, or safety and health standards).

- 2(A) **SCHEDULE:** Did the Contractor met/did not meet/exceed the schedule MEET

(Timeliness) requirements (e.g. Milestones/Deliverables)?

NOT MEET   
EXCEED

Please explain how the Contractor met/did not meet/exceeded the schedule requirements and provide any strengths and/or weaknesses.

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Schedule can be measured in terms of the timeliness, in which the Contractor completes, or has completed, milestones., administrative requirements, contract requirements (e.g. efforts that contribute to or effect the schedule variance).

**2(B) SCHEDULE:** Did the Contractor meet/not meet/exceed the administrative requirements (e.g. invoices/billings, schedules)?

MEET   
NOT MEET   
EXCEED

Please explain how the Contractor met/did not meet/exceed the administrative requirements and provide any strengths and/or weaknesses.

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**3. BUSINESS RELATIONS:** Did the contractor meet/not meet/exceed your business relations requirement?

MEET   
NOT MEET   
EXCEED

Please explain how the Contractor met/did not meet/exceeded your business relations requirements and provide any strengths and/or weaknesses.

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Business relations can be measured by the offeror's active participation during contract administration. This includes but is not limited to, the timeliness, completeness and quality of problem identification; corrective action plans; customer satisfaction; and timely award and management of subcontracts.

**4. MANAGEMENT OF KEY PERSONNEL:** Has the Contractor's ability to manage key personnel met/not met/exceeded your requirement?

MEET   
NOT MEET   
EXCEED

Please explain how the Contractor has met/not met/exceeded the requirement for proper management of key personnel and provide any strengths or weaknesses.

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Management of key personnel can be measured by the offeror’s performance in selecting, training, retaining, supporting and replacing, when necessary, key personnel with personnel who have a breadth of experience and knowledge in contract management, and who have demonstrated their ability to carry out contract management for a on behalf of the Contractor.

**5. OTHER:**

a) If applicable, what were the Contractor’s strong points?

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b) If applicable, what were the Contractor’s weak points?

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c) How would you rate this Contractor overall?

- Exceptional-** No performance problems. No Government oversight needed.
- Very Good-** Displayed considerable initiative. Little Government oversight needed.
- Satisfactory-** Displayed some initiative. Some Government oversight needed.
- Marginal-** Displayed little initiative. Substantial Government oversight needed.
- Unacceptable-** Displayed no initiative. Failed to meet specified minimum performance