

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. AG-82MK-S-16-0016	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07/26/2016	PAGE OF PAGES 1 26	
	IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 813529	6. PROJECT NO.
-----------------	---	----------------

7. ISSUED BY GRAND MESA UNCOMPAHGRE USDA FOREST SERVICE ATTN PEGGY DOBIE 216 NORTH COLORADO GUNNISON CO 81230	CODE 82MK	8. ADDRESS OFFER TO USDA FOREST SERVICE ATTN: PEGGY DOBIE 216 NORTH COLORADO STREET GUNNISON, CO 81230
--	--------------	--

9. FOR INFORMATION CALL: 	a. NAME PEGGY DOBIE	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 970-642-4415
--	------------------------	---

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

Grand Mesa Visitor Center Roof Repair. Site location is 2002 AA 50 Road, Cedaredge, CO 81413.

Description of work is included in Sections B & C of the solicitation package.

11. The Contractor shall begin performance 15 calendar days and complete it within 45 calendar days after receiving award, notice to proceed. The performance period is mandatory negotiable. (See _____)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? YES NO
(If "YES", indicate within how many calendar days after award in Item 12b.)

12b. CALENDAR DAYS
0

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1500 (hour) local time 08/18/2016 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee is, is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 0 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.											
DATE.											

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
--	----------------	-----------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA		
------------	---------------------------------------	--	--

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
--	------	--

26. ADMINISTERED BY CODE 82MK GRAND MESA UNCOMPAGRE GUNNISON N USDA FOREST SERVICE ATTN PEGGY DOBIE 216 NORTH COLORADO GUNNISON CO 81230	27. PAYMENT WILL BE MADE BY
---	-----------------------------

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT
(Contractor is required to sign this document and return 1 copies to issuing office.)
Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,

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

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print)	
		PEGGY DOBIE	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA	31c. DATE
		BY	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 AG-82MK-S-16-0016

PAGE OF
 3 26

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	Grand Mesa Visitor Center Roof Repair Delivery: 09/30/2016 Delivery Location Code: 82MK GRAND MESA UNCOMPAHGRE GUNNISON N USDA FOREST SERVICE GRAND MESA UNCOMPAHGRE GUNNISON NATIONAL FORESTS 2250 HYWAY 50 DELTA CO 81416 US FOB: Destination Period of Performance: 08/22/2016 to 09/30/2016 Grand Mesa Visitor Center Roof Repair				

TABLE OF CONTENTS

B - SECTION B - Supplies or Services and Prices/Costs Schedule of Items5

C - SECTION C - Description/Specifications/Statement of Work.....6

D - SECTION D - Packaging and Marking7

E - SECTION E - Inspection and Acceptance7

F - SECTION F - Deliveries or Performance.....8

G - SECTION G - Contract Administration Data9

H - SECTION H - Special Contract Requirements9

I - SECTION I - Contract Clauses9

J - SECTION J - List of Documents, Exhibits, and Other Attachments17

K - SECTION K - Representations, Certifications, and Other Statements of Offerors 17

L - SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents.....21

M – SECTION M – Evaluation Factors for Award.....24

B - SECTION B - Supplies or Services and Prices/Costs Schedule of Items

Item	Option A Bid Items	Unit	Estimated Quantity	Pay Unit	Unit Price	Total Price
001	Roof Repair per Drawings & Specifications	DQ	1	LS	\$	\$
Base Total						\$

DQ = Design Quantity

DUNs #:	
Phone #:	
#-Mail	

REQUIREMENT: OFFERORS MUST BE REGISTERED IN SAM AND RESPOND TO ALL CRITERIA INCLUDED IN SECTIONS B, K, AND L. OFFERORS WHO FAIL TO MEET THESE REQUIREMENTS MAY NOT BE CONSIDERED FOR AWARD.

452.215-71 Instructions for the Preparation of Technical and Business Proposals. (SEP 1999)

452.237-74 Key Personnel. (FEB 1988)

C - SECTION C - Description/Specifications/Statement of Work

SCOPE OF CONTRACT

This project is to remove, replace, and install 4 roof panels that failed, and reinstall/reattach 8 panels that have started to slide off the roof. Replace the panels that failed with matching roofing using the manufacturer's recommendations for installation and flashing/trim in that location. Inspect the panel connections at the upper end and assure that each panel has a minimum of 6 screws attaching each one. A specialized tool will have to be used to install the panels at the upper ends because of the upper roof over the gable where a vent runs.

PROJECT LOCATION

This project is located at the Grand Mesa Visitor Center, 2002 AA 50 Road, Cedaredge, CO 81413. The location is approximately 30 miles northeast of Delta, CO, via Highways 92 and 65.

GENERAL SITE CONDITIONS AND WEATHER

The elevation of the site is approximately 10,200 feet above sea level. The construction site experiences heavy snowfall and extremely cold temperatures, with snow on the ground typically from mid-September through May. Contractor will have use of the east side of the building where the failure is for installation of the new panels. The trail needs to be closed to public use during the work. Materials can be stored on site, but there are no secure storage areas except the basement. The District Ranger may grant the use of the basement if it is needed. Any damage caused by construction operations must be repaired. The contractor must protect the building and its occupants during construction period.

WORK RESTRICTIONS

Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor air intakes.

CONTRACTOR'S RESPONSIBILITIES

Confine storage of materials to areas as approved by the Contracting Officer or Contracting Officers Representative. Contractor shall provide adequate signing and barricades and take necessary safety measures to protect the public and employees during all construction operations. Contractor shall minimize disturbance of all undisturbed areas.

FIELD VERIFICATION

Field verify all new and existing dimensions affecting the work of this contract before ordering products.

CLAUSES

452.211-72 Statement of Work/Specifications. (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

(End of Clause)

452.211-73 Attachments to Statements of Work/Specifications. (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

Price Range: The Government estimate is less than \$25,000.

D - SECTION D - Packaging and Marking

There are no Clauses for this Section.

E - SECTION E - Inspection and Acceptance

52.246-1 Contractor Inspection Requirements. (APR 1984)

52.246-12 Inspection of Construction. (APR 1996)

- (a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not -
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may -
- (1) By contract or otherwise, replace or correct the work and charge the cost to the

Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

F - SECTION F - Deliveries or Performance

52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 45 days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.242-14 Suspension of Work. (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed -

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

452.236-75 Maximum Workweek - Construction Schedule. (NOV 1996)

Within 10 calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following in writing for approval:

- (a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and
- (b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposes to carry out the work.

The maximum workweek that will be approved is 40 hours.

(End of clause)

G - SECTION G - Contract Administration Data

452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at: USDA Forest Service, Grand Mesa Visitor Center, 2002 AA 50 Road, Cedaredge, CO 81413.

(End of Clause)

H - SECTION H - Special Contract Requirements

There are no Clauses for this Section.

I - SECTION I - Contract Clauses

52.204-7 System for Award Management. (JUL 2013)

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)

52.211-18 Variation in Estimated Quantity. (APR 1984)

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

52.222-3 Convict Labor. (JUN 2003)

52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work. (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6,

Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.222-6 Construction Wage Rate Requirements. (MAY 2014)

52.222-7 Withholding of Funds. (MAY 2014)

52.222-8 Payrolls and Basic Records. (MAY 2014)

52.222-9 Apprentices and Trainees. (JUL 2005)

52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)

52.222-11 Subcontracts (Labor Standards). (MAY 2014)

52.222-12 Contract Termination - Debarment. (MAY 2014)

52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

52.222-15 Certification of Eligibility. (MAY 2014)

52.222-21 Prohibition of segregated facilities. (APR 2015)

52.222-26 Equal Opportunity. (APR 2015)

52.222-27 Affirmative Action Compliance Requirements for Construction. (APR 2015)

52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)

52.222-50 Combating Trafficking in Persons. (MAR 2015)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

52.225-9 Buy American - Construction Materials. (MAY 2014)

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

Commercially available off-the-shelf (COTS) item- (1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means-

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if-

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction

material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.* (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the

construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Construction Materials Price Comparison Construction material description
Unit of Quantity Price measure (dollars)***

Item 1:

Foreign construction material _____

Domestic construction material _____

Item 2:

Foreign construction material _____

Domestic construction material _____

** Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).*

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.228-13 Alternative Payment Protections. (JUL 2000)

52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)

52.232-23 Assignment of Claims. (MAY 2014)

52.232-27 Prompt payment for construction contracts. (MAY 2014)

52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

52.233-1 Disputes. (MAY 2014)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.236-2 Differing Site Conditions. (APR 1984)

52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

52.236-5 Material and Workmanship. (APR 1984)

52.236-6 Superintendence by the Contractor. (APR 1984)

52.236-7 Permits and Responsibilities. (NOV 1991)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)

52.236-10 Operations and Storage Areas. (APR 1984)

52.236-11 Use and Possession Prior to Completion. (APR 1984)

52.236-12 Cleaning Up. (APR 1984)

52.236-13 Accident Prevention. (NOV 1991)

52.236-15 Schedules for Construction Contracts. (APR 1984)

52.236-16 Quantity Surveys. (APR 1984)

52.236-17 Layout of Work. (APR 1984)

52.236-21 Specifications and Drawings for Construction. (FEB 1997)

52.236-26 Preconstruction Conference (Feb 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of Clause)

52.243-5 Changes and Changed Conditions. (APR 1984)

52.244-6 Subcontracts for Commercial Items (June 2016)

(a) *Definitions.* As used in this clause—

“Commercial item and commercially available off-the-shelf item” have the meanings contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a));

- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employments Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi)
- (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015).
- (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
- (xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

52.246-21 Warranty of Construction. (MAR 1994)

52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)

52.249-10 Default (Fixed-Price Construction). (APR 1984)

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): www.acquisition.gov/far and www.usda.gov/procurement/policy/agar.html

(End of clause)

52.253-1 Computer Generated Forms. (JAN 1991)

452.236-72 Use of Premises. (NOV 1996)

452.236-73 Archaeological or Historic Sites. (FEB 1988)

452.236-74 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)

452.236-77 Emergency Response. (NOV 1996)

(a) Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to fire fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.

(End of clause)

SECTION J - List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	# of Pages
1	Location Map (Photo)	1
2	Existing Roof Conditions (Photo)	1
3	Construction Document	4
4	Specifications	16
5	Wage Rates for Construction CO160011 06/17/2016 CO11	9

K - SECTION K - Representations, Certifications, and Other Statements of Offerors

52.204-8 Annual Representations and Certifications. (APR 2016)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 238160.

(2) The small business size standard is \$15.0 million.

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

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

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

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

___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes

identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

52.219-28 Post-Award Small Business Program Re-representation. (JUL 2013)

52.223-1 Bio-based Product Certification. (MAY 2012)

52.236-28 Preparation of Proposals - Construction. (OCT 1997)

452.219-70 Size Standard and NAICS Code Information. (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All

- NAICS Code: 238160

- Size Standard: \$15.00 million

- (End of provision)

L - SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents

52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

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: 970-642-4425.

(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.

(e) 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)

52.216-1 Type of Contract. (APR 1984)

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

(End of provision)

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)

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

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

Goals for Minority Participation for Each Trade: 19.0%

Goals for Female Participation for Each Trade: 6.9%

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

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

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any

construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is San Miguel County, Colorado.

(End of provision)

52.225-10 Notice of Buy American Requirement - Construction Materials. (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with

paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

52.236-27 Site Visit (Construction). (FEB 1995)

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

(b) An organized site visit has been scheduled for:
August 11, 2016 at 11:00 a.m.

(c) Participants will meet at:
Grand Mesa Visitors Center, 2002 AA 50 Road, Cedaredge, CO

If you plan to attend the site visit or need additional information, contact Peggy Dobie at pdobie@fs.fed.us by noon on Wednesday, August 10th, 2016.

(End of provision)

452.204-70 Inquiries. (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

SECTION M—Evaluation Factors for Award

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

The following factors shall be used to evaluate offers:

- Past Performance
- Technical
- Price

Technical and past performances, when combined, are EQUAL TO PRICE.

Past Performance

The evaluation of past performance will include:

1. Quality of Services
2. Personnel

3. Timeliness of Performance
4. Customer Satisfaction
5. Company experience for related projects.

To help aid in the evaluation of past performance, the offeror must demonstrate performance of similar type, scope, and magnitude to that detailed in this RFP in the past three years. Documentation shall include contract numbers, current point of contact, telephone number, e-mail address if available, fax number, description and value of the work. Offeror is responsible to make their best attempt to assure that past performance information is current so verification can occur. Information containing contact names no longer at the location provided, disconnected or changed phone numbers, or any other inaccurate information that hinders verifying past performance information runs the risk of the information not being considered. For the Past Performance Evaluation the Government will utilize the listing of past projects provided and possibly include data obtained from other sources.

Technical

Project Management: Key personnel, subcontractors, and oversight of project:

Provide the names of key personnel who will be project managers, foremen, subcontractors, and suppliers; the role each will serve on the project, and their qualifications and experience. Fully explain oversight of the project that will be provided. Include a schedule or percentage of time there will be on-site contractor representation.

Technical Approach and Understanding of the Project:

The technical approach and understanding of project should include information of how the work will be organized and performed in accordance with the specifications, drawings, terms and conditions of the solicitation.

Provide a project work plan indicating how you intend to accomplish the work by giving as much detail as you consider necessary to fully explain the proposed technical approach or method. Include how the work will be organized and performed in accordance with the specifications, drawings, terms and conditions of the solicitation. Provide a proposed progress schedule outlining time frames and sequence of work for project completion; and the type, make, model, year, and condition of equipment to be used on the project. Any format may be used.

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further.

Price

Proposals should be submitted initially on the most favorable terms the offeror can make to the Government. The Government reserves the right to reject any or all offers or to make award without conducting discussions. Award may not necessarily be made to the offeror submitting the lowest price. Also, award may not necessarily be made for technical capabilities that appear to exceed those needed for successful performance of the work.

The Government may reject any or all offers, make award to other than the lowest offer, and waive minor informalities or irregularities in offers received. If necessary, the Government may conduct discussions with any offeror;

The Government may issue a contract on the basis of offers as received without entering into discussions with any offerors. Therefore, each initial offer should contain the offerors best terms;

This Request for Quote does not commit the Government to pay any cost incurred in the preparation of the submission of proposals;

Each offeror's price proposal will be evaluated for realism, completeness, and reasonableness. Proposals shall be evaluated, for award purposes, based upon the total price proposed for basic requirements. Unrealistically low or materially unbalanced offers, initially or subsequently, may be rejected or eliminated from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.

EVALUATION BASIS FOR AWARD

RESPONSIVE AND RESPONSIBLE: Award will be made to the offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to the RFQ's requirements and is judged to represent the best value to the Government. The best value is represented by the most advantageous offer. To arrive at a best value decision, the Contracting Officer (CO) will use the specific criteria, Cost/Price Criteria and General Considerations described in Section M of the solicitation. The CO will strive for maximum objectivity. The selection process, by its nature, is subjective and therefore, professional judgment is implicit throughout the entire process. The Government intends to select one contractor for the subject solicitation. The Government reserves the right to award without discussions.