



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
UTAH ACQUISITION SUPPORT CENTER
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119
FAX (801) 975-3483

SOLICITATION NO. **AG-84N8-S-13-0045**

PROPOSALS ARE SOLICITED FOR: **BATHROOM REMODEL FOR ESCALANTE DWELLING #0241**

IMPORTANT – NOTICE TO OFFEROR:

OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF 1442 (Complete, date, and sign)
2. Schedule of Items (Section B)
3. Delinquent Tax and Criminal Activity Certification (Section K)
4. Representations and Certifications (Complete the Representations and Certifications electronically in the Online Representations and Certifications Application (ORCA) website at <https://www.sam.gov>)
5. Biobased product information (See Section C.)
6. Technical Capability Narrative and Past Performance information as required Section L

Quotes may be submitted electronically to sbatkinson@fs.fed.us or by fax (801) 375-3483.

Quotes may also be mailed to: Utah Acquisition Support Center
ATTN: Shawn Atkinson
2222 West 2300 South
Salt Lake City, UT 84119
Solicitation No: AG-84N8-S-13-0045

IT IS **REQUIRED** THAT ALL CONTRACTOR'S BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE PRIOR TO AWARD UNDER THIS SOLICITATION. SEE CLAUSE 52.204-7 CENTRAL CONTRACTOR REGISTRATION FOR DETAILS ON HOW TO APPLY.

EFFECTIVE APRIL 22, 2010 – REMEMBER TO COMPLETE/UPDATE YOUR NEW FAPIIS CERTIFICATION THROUGH CCR

NOTICE - EFFECTIVE JULY 30, 2012, ACCESS FOR CCR AND ORCA REGISTRATION WILL MIGRATE TO THE SYSTEM FOR AWARD MANAGEMENT (SAM). THE WEBSITE IS <https://www.sam.gov/sam/>

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. AG-84N8-S-13-0045	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 3/27/2013	PAGE OF PAGES 1 of 25
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY UTAH ACQUISITION SERVICE CENTER 2222 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119	CODE	8. ADDRESS OFFER TO UTAH ACQUISITION SUPPORT CENTER ATTN: Shawn Atkinson 2222 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119
9. FOR INFORMATION CALL: →	A. NAME Shawn Atkinson	B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) (801) 975-3445

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):*

Bathroom Remodel for Escalante Dwelling #0241

In accordance with FAR 36.204, the estimated price range for this project is less than \$25,000

This is a small business set-aside.

Quotes are due by 3:00 pm MDT on Wednesday, April 17th, 2013An organized site visit has been scheduled for:
Thursday, April 4th at 10:00 a.m. MST

Participants will meet at:

Project site

11. The Contractor shall begin performance within 10 calendar days after notice to proceed and complete all work within 120 calendar days. Any days during winter shut-down will not count against the 120 calendar days.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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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 *(hour)* local time *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee 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 30 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 at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government 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. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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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)()
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26. ADMINISTERED BY CODE 84N8	27. PAYMENT WILL BE MADE BY
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this	<input type="checkbox"/> 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.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE
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PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

SCHEDULE OF ITEMS

BID SCHEDULE OF ITEMS Escalante Dwelling # 0241 Bathroom Remodel Dixie National Forest Garfield County, Utah						
Item Number	Description	Method of Measurement	Unit	Quantity	Unit Price	Total Price
011900	Mobilization	LSQ	LS	1		
092900*	Gypsum Board	CQ	SF	232		
093013*	Ceramic Tile & Accessories	CQ	SF	111		
099120	Paint	LSQ	LS	1		
102800	Furniture and Accessories	LSQ	LS	1		
Total Price:						

*** Denotes pay items with Contract Quantity as the Method of Measurement**

B-2 - NOTE: Payment for bond premiums in accordance with Clause 52.232-5, Payments under Fixed-Price Construction Contracts, shall not be in addition to the contract price. Include bond payments under 11900 Mobilization.

Payment will be made on actual work performed as described in Specifications Section 011250 Measurement and Payment unless otherwise noted.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

GENERAL SPECIFICATIONS

BATHROOM REMODEL OF BUILDING #0241, ESCALANTE R.D.

C.1 SCOPE OF CONTRACT

This project includes the remodel work for the bathroom located in dwelling #0241 in Escalante, Utah.

The work includes the replacement and update of all fixtures, accessories, furniture, etc. Also tiling and repainting where specified.

C.2 PROJECT LOCATION

The project is located in the Escalante Ranger District Dixie National Forest, Garfield County, Utah, in Section 17, T35S, R3E. It is located in the City of Escalante, Utah. The project may be accessed from State Highway 12 at address 60 West 100 North Escalante, Utah 84726.

C.3 SITE INFORMATION AND LIMITATIONS

A. Site Conditions:

Water is available at the site for construction purposes.

Use of Site: Limit use of premises to work only in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

Driveways and Entrances: Keep driveways and entrances serving the premise (including the detached garage) clear and available to the residents and emergency vehicles at all times.

Do not use the areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

Do not unreasonably encumber the site with materials or equipment.

C. The Residence will be occupied during construction. Contractor will be responsible for coordinating the construction schedule including the days and hours of work with the occupants of the residence to minimize inconvenience. Once work commences on the project, work shall proceed in a timely manner to completion with no non-work periods other than for weekends as agreed to by the occupants, or unless Contractor notifies Contracting Officer in writing of a discovery of a condition that may need work not presently identified in this Contract in order to complete the Contract work as described.

C.4 WORK CAMPS, STAGING AND STORAGE AREAS

No overnight camping will be allowed on site.

C.5 INSPECTION OF WORKSITE

The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work, and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the contractor to take the actions described and

acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

C.7 INCIDENTAL WORK

Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended results shall be supplied by the Contractor at no additional cost to the government whether or not specifically called for in the Contract Documents.

C.8 START DATE

Contract start date will be agreed to by the Contracting Officer and the Contractor at the Post award conference and will be documented by the issuance of the Notice to Proceed.

C.9 CONTRACT TIME

20 Calendar Days

C.10 SPECIFICATIONS

The following specifications are attached. Some sections in the schedule of items refer to other sections not listed and are subsidiary to, or are included in payment for other pay items in this contract. These items are considered incidental and no additional compensation will be made.

Item Number	Description	Pages
Division 1	General Requirements	
011250	Measurement and Payment	1
011900	Mobilization	1
013300	Submittals	3
014100	Quality Control	3
Division 2	Existing Conditions	
024100	Waste Material Disposal	1
024119	Selective Demolition	2
Division 9	Finishes	
092900	Gypsum Board	5
093100	Ceramic Tile	9
099120	Interior Painting	4
Division 10	Specialties	
102800	Accessories	4
Division 26	Electrical	
260000	Electrical Systems	1
265100	Interior Lighting	3

C.11

BIOBASED PRODUCTS

The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, “*Strengthening Federal Environmental, Energy, and Transportation Management*,” and the Federal Acquisition Regulation to provide biobased products.

The Contractor shall utilize products and material made from biobased materials (e.g., biobased greases, biobased hydraulic fluids, biobased absorbents) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR).

The following is an example list of products that may be used in this contract for **building renovation** for which biobased products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

Building materials, paint, flooring, sealing and coatings.

For more information regarding the Department of Agriculture Biobased Affirmative Procurement Program go to <http://www.usda.gov/procurement/biobased/APP.pdf>.

Biobased products that are designated for preferred procurement under USDA’s Bio Preferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopreferred.gov. **The Contractor should provide data for their biobased products such as biobased content.** In addition to the biobased products designated by the U.S. Department of Agriculture in the Bio Preferred Program, the Contractor is encouraged to use other biobased products.

The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. Additionally, the winning Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes.

The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product Certification.

The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

Within thirty (30) days of contract award, the Contractor shall submit an Operations and Maintenance Plan. This submittal shall be approved by the COR in writing. The Contractor shall not commence work until this submittal is approved by the COR in writing.

The Plan must be reviewed and updated annually, and as required by the COR. The Plan must contain and define the following elements:

The Contractor’s written policy stating its commitment to the use of biobased products, employee health and safety, and sound environmental management practices.

Detail on how the Contractor intends to keep abreast of the development and increasing availability of biobased products and how any new or improved products will be incorporated on an ongoing basis into contract performance.

Proposed biobased custodial products which must be selected in accordance with the criteria included above. At a minimum, the Plan must identify products by brand name for each of the product types.

NOTE: A Contractor may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

The product guides which define standard operating procedures for instructing staff in the proper use, storage, and disposal of biobased products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract.

The Contractor shall provide data on the quantity and dollar values of biobased products used in this contract. The data will be submitted to the COR quarterly.

A demonstration of proper use, an effective training program, and technical assistance are essential to the success of the purchase and use of some biobased products that may function differently than a conventional product. Therefore we will look for a Contractor who will 1) demonstrate products, and 2) when selected, offer any necessary training to all of the construction staff and 3) be available with technical assistance to trouble shoot problems.

AGAR 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 as referenced in Section J.

AGAR 452.211-73 Attachments To Statement 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.

SECTION D – PACKAGING AND MARKING

{For this Solicitation, there are NO clauses in this Section}

SECTION E--INSPECTION AND ACCEPTANCE

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): www.acquisition.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

FAR 52.246-12 Inspection of Construction (AUG 1996)

SECTION F--DELIVERIES OR PERFORMANCE

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): www.acquisition.gov/far/

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

The Contractor shall be required to (a) commence work under this contract 10 calendar days after the effective date of the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 20 calendar days. The time stated for completion shall include final cleanup of the premises.

AGAR 452.236-75 Maximum Workweek – Construction Schedule (NOV 1996)

Within 10 calendar days after the prework meeting, the Contractor must submit the following information 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 TBD.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 AGAR 452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 3 days after the date of contract award. The conference will be held at: [TBD].

G.2 FAR 32.905 (b) (1) Proper Invoices. (Ref. FAR 32.905 Payment Documentation and Process)

The vendor will provide an invoice for each transaction. Each invoice will contain the following information:

1. Name of Contractor
2. Contractor Address
3. Contractor Phone Number
4. Contract Number
5. Date of Delivery or Receipt
6. Itemized List of Supplies or Services Furnished
7. Quantity, Unit Price, and Applicable Discounts
8. Signature of Person Receiving Supplies or Services

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H. 1 AGAR 452.236-73 ARCHAEOLOGICAL OR HISTORIC SITES (FEB. 1988)

If a previously unidentified archaeological or historic site(s) is encountered, the contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

H. 2 ORDER OF PRECEDENCE - CONSTRUCTION

(a) Any inconsistency in this solicitation or contract may be resolved by giving precedence in the following order:

- (1) The Schedule (UCF Sections A-H) (excluding the specifications);
 - (2) Representations and other instructions (UCF Sections K-M);
 - (3) Contract Clauses (UCF Section I);
 - (4) Other Documents, Exhibits, and Attachments (UCF Section J); and
 - (5) The Specifications, (FP-03)
- (b)** The following general guidelines apply to (a) (4) above:
- (1) Supplemental specifications generally take precedence over drawings;
 - (2) The contract drawings furnished by the Government generally take precedence over shop drawings submitted to the Government by the Contractor according to FAR Clause 52.236-21, Specifications and Drawings for Construction, or other Contractor submissions and submittals;
 - (3) Figured dimensions generally take precedence over scaled dimensions;
 - (4) Large-scale contract plans and drawings generally take precedence over small-scale contract drawings; and
 - (5) Schedules on contract drawings generally take precedence over any conflicting notations on contract drawings.

(c) Promptly upon identifying any inconsistencies, the Contractor shall notify the Contracting Officer of the inconsistencies along with its intended or proposed resolution.

(d) This contract may contain the clause at FAR 52.214.29 (Order of Precedence-Sealed Bidding) or FAR 52.215-8 (Order of Precedence-Uniform Contract Format). If so, this clause H.2 supplements the FAR clause.

H. 3 FAR 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by visual observations.

SECTION I – CONTRACT PROVISIONS/CLAUSES

Provisions incorporated by reference

- 52.204-7 -- Central Contractor Registration (Feb 2012)**
- 52.204-10 -- Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012)**
- 52.209-6 -- Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)**
- 52.209-10 -- Prohibition on Contracting With Inverted Domestic Corporations (May 2012)**
- 52.215-1 -- Instructions to Offerors -- Competitive Acquisition (Jan 2004)**
- 52.215-5 -- Facsimile Proposals (Oct 1997)**
- 52.215-8 -- Order of Precedence -- Uniform Contract Format (Oct 1997)**
- 52.219-6 -- Notice of Total Small Business Set-Aside (Nov 2007)**
- 52.222-3 -- Convict Labor (June 2003)**
- 52.222-6 -- Davis-Bacon Act (July 2005)**
- 52.222-7 -- Withholding of Funds (Feb 1998)**
- 52.222-8 -- Payrolls and Basic Records (July 2010)**
- 52.222-9 -- Apprentices and Trainees (July 2005)**
- 52.222-10 -- Compliance with Copeland Act Requirements (Feb 1998)**
- 52.222-11 -- Subcontracts (Labor Standards) (July 2005)**
- 52.222-12 -- Contract Termination – Debarment (Feb 1998)**
- 52.222-13 -- Compliance with Davis-Bacon and Related Act Regulations (Feb 1998)**
- 52.222-14 -- Disputes Concerning Labor Standards (Feb 1998)**
- 52.222-15 -- Certification of Eligibility (Feb 1998)**
- 52.222-21 -- Prohibition of Segregated Facilities (Feb 1999)**
- 52.222-23 -- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)**
- 52.222-27 -- Affirmative Action Compliance Requirements for Construction (Feb 1999)**
- 52.222-35 -- Equal Opportunity for Veterans (Sep 2010)**
- 52.222-36 -- Affirmative Action for Workers with Disabilities (Oct 2010)**
- 52.222-37 -- Employment Reports on Veterans (Sep 2010)**
- 52.222-50 -- Combating Trafficking in Persons (Feb 2009)**
- 52.223-18 -- Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)**
- 52.225-13 -- Restrictions on Certain Foreign Purchases (June 2008)**
- 52.232-5 -- Payments Under Fixed-Price Construction Contracts (Sep 2002)**
- 52.232-23 -- Assignment of Claims (1986)**
- 52.232-27 -- Prompt Payment for Construction Contracts (Oct 2008)**
- 52.233-1 -- Disputes (July 2002)**
- 52.233-3 -- Protest After Award (1996)**
- 52.233-4 -- Applicable Law for Breach of Contract Claim (Oct 2004)**
- 52.236-2 -- Differing Site Conditions (April 1984)**
- 52.236-3 -- Site Investigation and Conditions Affecting the Work (April 1984)**
- 52.236-5 -- Material and Workmanship (April 1984)**
- 52.236-6 -- Superintendence by the Contractor (April 1984)**
- 52.236-7 -- Permits and Responsibilities (Nov 1991)**
- 52.236-8 -- Other Contracts (1984)**
- 52.236-9 -- Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (April 1984)**
- 52.236-10 -- Operations and Storage Areas (1984)**
- 52.236-12 -- Cleaning Up (1984)**
- 52.236-13 -- Accident Prevention (1991)**
- 52.236-26 -- Preconstruction Conference (Feb 1995)**
- 52.236-28 -- Preparation of Proposals – Construction (Oct 1997)**

52.242-14 -- Suspension of Work (1984)

52.243-5 -- Changes and Changed Conditions (April 1984)

52.244-6 -- Subcontracts for Commercial Items (Dec 2010)

52.246-12 -- Inspection of Construction (1996)

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

Full-text provisions

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

The Contractor shall be required to

(a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed,

(b) prosecute the work diligently, and

(c) complete the entire work ready for use not later than 20 calendar days.* The time stated for completion shall include final cleanup of the premises.

(End of Clause)

52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

52.217-7 Option for Increased Quantity—Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor at time of award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Provision)

52.222-5 -- Davis-Bacon Act—Secondary Site of the Work (Jul 2005)

(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, Davis-Bacon Act, 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.

52.223-1 Biobased Product Certification. (May 2012)

Article I. **52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (JUL 2012)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall-

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than-

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental points of contact for this contract are:

- | | |
|---|---|
| 1. <u>Distribution of Reports POC:</u> | 8. <u>Technical Issues/BioPreferred Website Reporting Tool POC:</u> |
| 2. Cele Aguirre-Bravo | 9. Ron Buckhalt |
| 3. Agency (FS) POC/BioPreferred Program | 10. USDA Program Manager/BioPreferred Program |
| 4. 1621 North Kent Street | 11. 361 Reporters Bldg. |
| 5. Arlington, VA 22209 | 12. 300 7 th St. SW |
| 6. Tele: 703-605-5144 | 13. Washington, DC 20024 |
| 7. Fax: 703-605-5100 | 14. Tele: 202-205-4008 |

(End of clause)

52.225-9 -- Buy American Act--Construction Materials (Sep 2010)

(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 section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“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 nonavailability 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 the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act 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: none

(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 Act 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 Act 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 Act.*

(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 Act 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 Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(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 measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

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

[Include other applicable supporting information.]

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

(End of Clause)

52.225-10 -- Notice of Buy American Act Requirement—Construction Materials (Feb 2009)

(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 Act--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 Act 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 Act 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 Act, 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)

52.233-2 -- Service of Protest.

As prescribed in [33.106](#), insert the following provision:

Service of Protest (Sep 2006)

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

USDA FOREST SERVICE
UTAH ACQUISITIONS SUPPORT CENTER
ATTENTION: SHAWN ATKINSON
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119

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

(End of Provision)

Article II. 52.236-27 -- Site Visit (Construction).

As prescribed in [36.523](#), insert a provision substantially the same as the following:

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.

Alternate I (Feb 1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

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

Thursday, April 4th at 10:00 a.m. MST at project location

(c) Participants will meet at --

[Insert location]

52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far>

<http://www.dm.usda.gov/procurement/policy/agar.html>

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):

<https://www.acquisition.gov/far>

<http://www.dm.usda.gov/procurement/policy/agar.html>

(End of Clause)

AGAR 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: 236118

Size Standard: \$33.5M

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment #1	Forest Service Supplemental Specifications	38 Pages
Attachment #2	Project Drawings	4 Pages
	Drawings Sheet 1: Cover Sheet	1 Page
	Drawings Sheet 2: Vicinity Map	1 Page
	Drawings Sheet 3: Floor Plan	1 Page
	Drawings Sheet 4: Section Views	1 Page
Attachment #3	WAGE DETERMINATION- UT120077 061/08/2012 UT77	4 Pages

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

52.204-8 -- Annual Representations and Certifications (May 2012)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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 ORCA 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 clause at 52.204-7, Central Contractor Registration.

(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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(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) 52.214-14, 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.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 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.

(x) 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.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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 ORCA.

(End of Provision)

AGAR 409.471 *Alternate 1*

(a.) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has [], has not [] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

SECTION L—INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDANTS

L.1 INSTRUCTIONS FOR THE PREPARATION OF PROPOSAL

Technical Proposal Instructions. The proposal shall be evaluated in accordance with the evaluation criteria listed in Section M. To assist in the evaluation of proposals, an offeror shall submit the following information:

Technical Capability Narrative

- Description of technical capability offered and experience performing similar projects
- Technical approach summarizing contractor's strategy to accomplish the work
- Equipment to be used on this type of project and the contractor's equipment availability to dedicate to projects
- List of Subcontractors, if applicable, and the type of work they will be performing

If the offeror intends to subcontract major portions of the work, it shall submit worksheets from its principal subcontractors.

Past Performance List and Narratives

To assist in the evaluation, submit a Past Performance List of recent or current projects similar to this project and shall provide a brief narrative describing—

- (1) the similarities between that project and this effort;
- (2) the offeror's role in the project;
- (3) information on problems encountered during performance, if applicable; and
- (4) the offeror's corrective solutions to those problems.

Cost or Pricing Instructions. Pricing must be submitted separate from the Technical Proposal. Offerors shall fill out the Schedule of Items in Section B.

SECTION M--EVALUATION FACTORS FOR AWARD

A contract will be awarded to the lowest-priced technically acceptable offeror. Proposals will be evaluated for acceptability but will not be ranked using the non-cost/price factors. In order to be eligible for award, offerors must receive a rating of "acceptable" in every non-price factor/subfactor. In the interest of economy and efficiency, the Government will start by evaluating the technical proposal of the lowest-priced offeror and will award to that offeror if the technical proposal is rated "technically acceptable". If the lowest offeror receives a rating of "unacceptable" in any of the non-cost factors, the Government will then move on to evaluating the technical proposal of the next lowest offeror and so on until a proposal is rated "technically acceptable". Therefore, the technical proposals of the non-low price offerors may or may not be evaluated; however, if the contracting officer determines the lowest-priced offeror's past performance is not acceptable, and if the offeror is rated as 'acceptable' in all other factors, the matter will be referred to the SBA for a Certificate of Competency determination, in accordance with the procedures contained in Subpart 19.6 and 15 U.S.C. 637(b)(7)).

The following factors and subfactors will be used to determine technical acceptability:

Factor #1: Technical Capability and Approach

In order to receive a rating of “acceptable for this subfactor, proposal must, at a minimum, demonstrate adequate technical capability and provide a satisfactory technical approach to accomplish the work.

Factor #2: Past Performance

Subfactor #1: Recency and relevancy of present/past performance in relation to this effort.

In order to receive a rating of “acceptable” for this subfactor, offeror must, at a minimum provide past experience on similar type projects. The past experience should indicate successes of the contractor in completing similar type work projects.

The Government considers “recent” present/past performance to be within the past 3 years

The Government considers “relevant” present/past performance to be present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Subfactor #2: How well the offeror performed on relevant contracts

In order to meet the minimum requirements for a rating of “acceptable” for this subfactor, the contractor must submit references from past projects as listed above. Also, references and past performance information must indicate that the offeror performed at an acceptable level.

The Government may also use past performance information obtained from other than the sources identified by the offeror. Information obtained from the Past Performance Information Retrieval System (PPIRS) database located at <http://www.ppirs.gov> is one of the sources that will be utilized. PPIRS functions as the central warehouse for performance assessment reports received from several Federal performance information collection systems and is sponsored by the DOD E-Business Office and administered by the Naval Sea Logistics Center Detachment Portsmouth.

***NOTE:** In accordance with FAR 15.305 (a)(2)(iv), in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” will be considered “acceptable.”*

PRICE: Award will be made to the lowest priced offeror that is evaluated as “acceptable” for all non-price factors.