REGION 9 Lake States Acquisition Team INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
LAKE STATES ACQUISITION TEAM
412 RED APPLE ROAD
MANISTEE, MI 49660
FAX (231) 723-2211

SOLICITATION NO. **AG-569R-S-11-0041**

PROPOSALS ARE SOLICITED FOR: Hagerman Lake Boat Washing Station

IMPORTANT – NOTICE TO OFFEROR:

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

1. SF 1442 (Complete, date, and sign) along with addendum information

2. Schedule of Items

3. A completed Section K, Representations and Certifications (Complete the Representations and Certifications electronically in the Online Representations and Certifications Application (ORCA) website at *http://orca.bpn.gov*)

4. A completed Section L, Instruction, Conditions and Notices to Offerors, if applicable (Buy American Act-Construction Materials).

5. Responsibility information as noted in Section M.

6. Bid bond to address in block 7 as prescribed in 52.228-1 Bid Guarantee, located in Section I.

IT IS REQUIRED YOU WRITE THE SOLICITATION NUMBER ON THE OUTSIDE OF YOUR ENVELOPE. FAXED PROPOSAL WILL NOT BE ACCEPTED.

Return to: Lake States Acquisition Team
412 Red Apple Road
Manistee, MI 49660
Solicitation AG-569R-S-11-0041

A formal bid opening will be conducted at 3:00pm Eastern time on September 22, 2011 at the Cadillac-Manistee Ranger Station Office, 412 Red Apple Road, Manistee, MI 49660. Attendance is not required.

IT IS REQUIRED THAT ALL CONTRACTOR'S BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE PRIOR TO AWARD UNDER THIS SOLICITATION. SEE CLAUSE 52.205-7 CENTRAL CONTRACTOR REGISTRATION FOR DETAILS ON HOW TO APPLY.

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

OMB APPROVAL NO. 2700-0042

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. AG-569R-S-11-0041	2. TYPE OF SOLICITATION ☒ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	3. DATE ISSUED August 22, 2011	PAGE OF PAGES 2 of 31

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 CODE		8. ADDRESS OFFER TO
Lake States Acquisition Team 412 Red Apple Road Manistee, MI 49660		Lake States Acquisition Team Attn: Tamie Thompson 412 Red Apple Road Manistee, MI 49660

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* ***(NO COLLECT CALLS)***
	Tamie Thompson (Contracting) Eric Johnson (Technical)	231-723-2211 ext. 3134 906-932-1330 ext. 322

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):*

The project magnitude is between $25,000 and $100,000.

11. The Contractor shall begin performance within 10 calendar days and complete it within 275 calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. *(See _____.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* ☒ YES ☐ NO	12B. CALENDAR DAYS Ten (10)

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offer to perform the work required are due at the place specified in Item 8 **by 3:00 pm local time September 22, 2011**. 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 60 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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return ____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, 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, certifications, and specifications or incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

PART I—THE SCHEDULE

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
03 30 00.10	Slab on Grade, 5" Thick, Reinforced	SF	128	_____	_____
06 10 00	Roof, 2x6 Rafter Roof w/Sheathing @ 24" O.C.	SF	240	_____	_____
06 10 00.10	Exterior Wall, 2x4 Studs, Rough sawn Cedar Siding, Battons	SF	432	_____	_____
08 11 13	Steel Door, Single	Each	1	_____	_____
08 11 13.10	Steel Doors, Double	Each	1	_____	_____
07 31 13	Asphalt Shingle Roof System	SF	240	_____	_____
31 23 16	Roadway Excavation	CY	13	_____	_____
32 11 23	Aggregate Base, MDOT 22A, Compaction C	Ton	76	_____	_____
32 23 16.10	Structure Excavation	CY	42	_____	_____
31 23 23.10	Structure Backfill	CY	23	_____	_____
32 12 16.10	Separation Geotextile	SY	181	_____	_____
03 30 00.20	Slab on Grade	SF	360	_____	_____
01 57 13.10	Silt Fence	LF	110	_____	_____
33 36 00.10	Septic Tank, Precast, 2000 Gallons	LS	1	_____	_____
33 11 13.20	Water Supply PE Pipe, 1"	LF	100	_____	_____
33 31 10.10	Trenching Common Earth	LF	100	_____	_____
33 21 13.10	Pump, Installed in Well 4" ½ HP	Each	1	_____	_____
23 05 23.80	Check Valve	Each	1	_____	_____
22 13 30.10	Pitless Adapter	Each	1	_____	_____
22 14 29.16	Effluent Pump	Each	1	_____	_____

PART I—THE SCHEDULE CONT.

22 13 29.14	Pump System Acc. (Switch, Alarm, 3 Level Control)	Each	1	_____	_____
33 44 13.13	Manhole Frame & Lid	Each	2	_____	_____
33 11 13.45	Curb Stop, 1”	Each	1	_____	_____
33 11 13.45	Curb Box for 1” Curb Stop	Each	1	_____	_____
26 10 10.10	Electric Service Installation, 100A	Each	1	_____	_____
26 10 10.20	Site Lighting, Alum. Pole, 20 ft., 400W Metal Halide	Each	1	_____	_____
26 10 10.30	Motor Installation, 1/3 HP, 115V	Each	1	_____	_____
26 10 10.40	Outlet & Switch, GFI, 20A	Each	3	_____	_____
22 30 00.10	Pump Assembly	Each	1	_____	_____
22 30 00.20	Control Panel	Each	1	_____	_____
22 30 00.30	Remote Time Switch & Enclosure	Each	1	_____	_____
22 30 00.40	Filter 50 Micron	Each	1	_____	_____
22 30 00.50	Filter, 5 Micron	Each	1	_____	_____
22 30 00.60	Trigger Weep Gun	Each	1	_____	_____
22 30 00.70	Wand Holder	Each	1	_____	_____
22 10 05.10	50’ Wash Hose	Each	1	_____	_____
22 30 00.80	Float Switch	Each	1	_____	_____
22 30 00.90	Open Top Poly Tank, 90 Gallons	Each	1	_____	_____
22 30 10.10	Tank Stand	Each	1	_____	_____
22 30 10.20	Pulsation Dampener	Each	1	_____	_____
22 10 05.20	Misc. Piping, Valves, and Fittings	Each	1	_____	_____

PART I—THE SCHEDULE CONT.

22 30 10.30	Hose Reel	Each	1	_____	_____
22 00 00.10	Installation	LS	1	_____	_____
32 17 13.13	pipe Bollards	Each	2	_____	_____
22 30 10.40	Hose Mast	Each	1	_____	_____

PROJECT TOTAL COST _____

LEGEND/DEFINTION OF TERMS:
LS LUMP SUM.
LF LINEAR FOOT
EACH ONE ENTIRE UNIT
CY CUBIC YARD IN PLACE
ACRE =43,560 SQUARE FEET
SY SQUARE YARD (9 SQUARE FEET)

PART I—THE SCHEDULE CONT.

CONTRACT ADMINISTRATION DATA

1. CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals: (Offeror to complete this section.)

OFFEROR: _____
_____
_____
_____

EMAIL: _____
TIN: _____
DUNS: _____

2. GOVERNMENT: ADMINISTRATIVE CONTRACTING OFFICE:

USDA FOREST SERVICE
LAKE STATES ACQUISITION TEAM
CONTRACTING OFFICER
412 RED APPLE ROAD
(231) 723-2211

3. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor under this contract will be made in accordance with Electronic Funds Transfer (EFT) methods referenced in this solicitation. All required information must be current in the Central Contractor Registration (CCR) at www.ccr.gov. To inquire on payment status once a contract has been awarded, contact the Miscellaneous Payments Section of the National Finance Center at
1-800-421-0323.

A. 4. INVOICES: Invoices shall be submitted in arrears, no advance payments will be authorized.

B. GOVERNMENT DESIGNATED BILLING OFFICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

USDA FOREST SERVICE
OTTAWA NATIONAL FOREST
ATTN: ERIC JOHNSON
E 6248 U.S. HWY 2
IRONWOOD, MI 49938

C. In accordance with the Prompt Payment Act, payment will be due 14 days (Progress Payments) and 30 days (Final Payment) after:

a. Receipt of services; or
b. Receipt of **proper invoice**.

Whichever is later.

D. **A proper invoice includes**:

1. Name and address of the Contractor
2. Invoice date and invoice number (Contractors should be encouraged to use unique invoice numbers to facilitate processing in IAS)
3. Contract/order number

4. Description, quantity, unit of measure, unit price, and extended price
5. Shipping and payment terms (unless mutually agreed that this information is only required in the contract)
6. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
7. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice
8. Taxpayer Identification Number (TIN) or D-U-N-S+4 (optional but highly recommended)

E. Contractors are encouraged to subscribe to the US Treasury website for Payment Advice Internet Delivery (PAID) at https://fmsapps.treas.gov/paid/ This service is free and provides vendors with advance notification of payments processed through EFT.

F. If payment is not received with 5 working days following the due date, notify Jennifer Gallagher at (231) 775-5023.

G. Contractors are encouraged to Contact PAYMENT INQUIRY at the National Finance Center (800) 421-0323 concerning status of past due invoices.

Section C - Description/Specifications/Statement of Work

GENERAL SPECIFICATIONS
Hagerman Lake Boat Washing Station

1.1 SCOPE OF CONTRACT

A. This project consists installing a boat washing station near the boat launch at Hagerman Lake. Attachment A – Statement of Work, provides the project specific Statement of Work.

1.2 PROJECT LOCATION

A. The project site is located at Hagerman Lake.

1.3 INSPECTION OF WORKSITE

A. 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.

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.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4 Inspection of Services--Fixed-Price (AUG 1996)

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.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

FAR 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 275 calendar days from notice to proceed. 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 receipt of a written request from the Contracting Officer, 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 proposed to carry out the work.

The maximum workweek that will be approved is to be negotiated if needed.

Contract Time and Winter Weather Shutdown
(a) The count of calendar days to be charged against contract time will begin on the calendar day established by the Contracting Officer's written notice to the Contractor to proceed with the work, and will continue through the date of completion less time between Suspensions and Resume Work Orders. When winter weather sets in and the continuation of work is impractical, upon written request by the Contractor, the Contracting Officer may authorize a total suspension, until winter weather has passed and work can proceed.

(b) During period of total suspension, emergency work or minor operations not affected by nor connected with the cause of suspension may be permitted by the Contracting Officer without charge against contract time.

SECTION G - Contract Administration Data

G-1. CONTRACTING OFFICE

The Lake States Acquisition Team of the United States Forest Service, Department of Agriculture is responsible for this solicitation, award and administration of the contract. All written correspondence shall reference the contract number and/or solicitation number.

Communications shall be directed to
Contracting Officer, USDA-FS
Lake States Acquisition Team
412 Red Apple Road
Manistee, MI 49660

G-2. CONTRACTING OFFICER'S REPRESENTATIVE

An awarded contract **will** have a Contracting Officer's Representative (COR). Such designations will made by appointment letter.

G-3. SUBCONTRACTS

Before entering into a subcontract covering any part of the work called for, the Contractor shall inform the Contracting Officer and submit information required by the Contracting Officer.

SECTION H - Special Contract Requirements

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

SECTION I - Contract Clauses

I.1 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. In addition, the full text of a clause may be accessed electronically at this/these address(es):
www.arnet.gov/far/
www.usda.gov/procurement/policy/agar.html
FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1 Definitions. (JUL 2004)

52.203-5 Covenant Against Contingent Fees. (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

52.203-7 Anti-Kickback Procedures. (OCT 2010)

52.204-7 Central Contractor Registration. (APR 2008)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)

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

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.

(End of provision)

52.222-6 Davis-Bacon Act. (JUL 2005)

52.222-7 Withholding of Funds. (FEB 1988)

52.222-8 Payrolls and Basic Records. (JUN 2010)

52.222-9 Apprentices and Trainees. (JUL 2005)

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

52.222-11 Subcontracts (Labor Standards). (JUL 2005)

52.222-12 Contract Termination - Debarment. (FEB 1988)

52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)

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

52.222-15 Certification of Eligibility. (FEB 1988)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-35 Equal Opportunity for Veterans. (SEP 2010)

52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (DEC 2007)

52.223-5 Pollution Prevention and Right-to-Know Information. (AUG 2003)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-14 Toxic Chemical Release Reporting. (AUG 2003)

52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (MAY 2008)

52.223-18 Contractor Policy to Ban Text Messaging While Driving. (SEP 2010)

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

52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (SEP 2010)

52.228-1 Bid Guarantee. (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds -

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $500,000, whichever is less.

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

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

(End of provision)

52.228-13 Alternative Payment Protections (JULY 2000)

52.232-5 Payments under Fixed-Price Construction Contracts. (SEP 2002)

52.232-18 Availability of Funds. (APR 1984)

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

52.232-27 Prompt Payment For Construction Contracts. (OCT 2008)

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)

52.233-1 Disputes. (JUL 2002)

52.233-3 Protest after Award. (AUG 1996)

52.236-1 Performance of Work by the Contractor. (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-2 Differing Site Conditions. (APR 1984)

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

52.236-5 Material and Workmanship. (APR 1984)

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

52.236-7 Permits and Responsibilities. (NOV 1991)

52.236-8 Other Contracts. (APR 1984)

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

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

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

52.236-12 Cleaning Up. (APR 1984)

52.236-13 Accident Prevention. (NOV 1991)

52.236-14 Availability and Use of Utility Services. (APR 1984)

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

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

52.236-26 Preconstruction Conference. (FEB 1995)

52.243-4 Changes. (JUN 2007)

52.244-6 Subcontracts for Commercial Items. (DEC 2010)

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

"Commercial item" has the meaning contained in 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 nondevelopmental 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 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) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 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)

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

452.232-70 Reimbursement for Bond Premiums - Fixed-Price Construction Contracts. (NOV 1996)

452.236-71 Prohibition Against the Use of Lead-Based Paint. (NOV 1996)

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

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)

52.214-29 Order of Precedence -- Sealed Bidding

52.214-3 Amendments to Invitations for Bids

52.214-19 Contract Award -- Sealed Bidding – Construction

52.215-19 Notification of Ownership Changes (OCT 1997)(FAC 97-02)

52.222-3 Convict Labor (JUN 2003)

52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005)

52.222-26 Equal Opportunity (MAR 2007)

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)

52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)

52.222-38 Compliance With Veteran's Employment Reporting Requirements (SEP 2010)

52.242-13 Bankruptcy (JUL 1995)

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

Attachment A	Statement of Work
Attachment B	Drawings
Attachment C	Davis-Bacon Act Wage Determination

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

52.204-8 Annual Representations and Certifications. (JAN 2011)

As prescribed in 4.1202, insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is $33.5.

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

(vi) 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.

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

(viii) 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.

(ix) 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.

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

(xi) 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.

(xii) 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.

(xiii) 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.

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

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

(xvi) 52.225-4, Buy American Act - Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 $67,826, the provision with its Alternate II applies.

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

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

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) 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.

[X](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).

[X](vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

[ ](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 Online Representations and Certifications Application (ORCA) website at http://orca.bpn.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)

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 237990
- Size Standard $33.5

(End of provision)

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

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

52.204-6 Data Universal Numbering System (DUNS) Number. (APR 2008)

52.214-4 False Statements in Bids

52.214-5 Submission of Bids

52.214-6 Explanation to Prospective Bidders

52.214-7 Late Submissions, Modifications, and Withdrawals of Bids.

52.214-12 Preparation of Bids

52.214-16 Minimum Bid Acceptance Period

52.214-18 Preparation of Bids -- Construction

452.204-70 Inquiries. (FEB 1988)

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

1.0%

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 Minnesota, St. Louis, Ely

(End of provision)

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) *
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
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. (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: Tamie Thompson, Lakes States Acquisition Team, 412 Red Apple Road, Manistee, MI 49660

(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)

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

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions

Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for – N/A

(c) Participants will meet at – *N/A*

(End of provision)

A formal bid opening will be conducted at 3:00 pm Eastern time on September 22, 2011 at the Cadillac-Manistee Ranger District Office, 412 Red Apple Road, Manistee, MI 49660. Attendance is not required.

SECTION M--EVALUATION FACTORS FOR AWARD

The Government intends to make one award resulting from this solicitation to a responsible contractor based on the lowest price and responsive bid that conforms to this solicitation. To be determined responsible, a prospective contractor must --

(a) Have adequate financial resources to perform the contract, or the ability to obtain them;

(b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

(c) Have a satisfactory performance record;

(d) Have a satisfactory record of integrity and business ethics;

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors);

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Contractors are encouraged to submit information supporting their responsibility with their bids. The Contracting Officer may require additional responsibility information after bid opening and prior to contract award.