

SOLICITATION/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1	OF 4	PAGES
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER L09PS01344		5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	
6. SOLICITATION ISSUE DATE 09/15/2009		7. ISSUED BY CODE LNS L OC-NOC SVC & SUPPLIES SEC (OC663) DENVER FEDERAL CENTER DENVER CO 80225		8. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541990 SIZE STANDARD: \$7.0			
9. (AGENCY USE)		NO COLLECT CALLS					

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES		11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.		12. ADMINISTERED BY CODE LNS L OC-NOC SVC & SUPPLIES SEC (OC663) DENVER FEDERAL CENTER DENVER CO 80225	
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____		14. PAYMENT WILL BE MADE BY CODE _____		15. PROMPT PAYMENT DISCOUNT	
TELEPHONE NO. DUNS NO. <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:		16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 () <input type="checkbox"/> 41 U.S.C. 253 ()	

17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	The following documents are attached and incorporated herein: Attachment 1 - Statement of Agency Need (6 pages), Attachment 2 - Archaeological Resources Evaluation Criteria (2 pages), Attachment 3 - Cover Page (to be filled out by Offeror and consisting of 1 page), Attachment 4 - Expanded 3-Year Budget (to be Continued ...				

23. ACCOUNTING AND APPROPRIATION DATA		24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)	
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER <input checked="" type="checkbox"/> ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR <input type="checkbox"/> CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
27. SIGNATURE OF OFFEROR/CONTACTOR		28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
NAME AND TITLE OF SIGNER (TYPE OR PRINT)	DATE SIGNED	NAME OF CONTRACTING OFFICER Cheryl T. Flanagan	DATE SIGNED

NO RESPONSE FOR REASONS CHECKED

<input type="checkbox"/>	CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	OTHER (Specify)		
<input type="checkbox"/>	WE DO	<input type="checkbox"/>	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
NAME AND ADDRESS OF FIRM (Include ZIP Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX
STAMP
HERE

TO:

LNS

L OC-NOC SVC & SUPPLIES SEC (OC663)

DENVER FEDERAL CENTER

DENVER CO 80225

SOLICITATION NO. L09PS01344

DATE AND LOCAL TIME _____

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
L09PS01344

PAGE 3 OF 4

NAME OF OFFEROR OR CONTRACTOR

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>filled out by Offeror and consisting of 2 pages), Attachment 5 - Estimated Necessary Expenses and Key Milestone Dates (to be filled out by Offeror and consisting of one page), and Attachment 6 - Contract Clauses (to be used if offeror is a member of the public and consisting of 12 pages. If Offeror is a Federal government agency, the BLM will accept the offer by issuing a standard interagency agreement to be signed by both parties.)</p> <p>To become eligible for award, Offeror must do the following:</p> <ol style="list-style-type: none"> 1. Fill in Block 11 with "365" to keep offer open for 365 days (Standard Form 1447), 2. Complete block 13 (including DUNS number for "CODE" (Standard Form 1447), 3. Complete block 27 [signature must be by someone who can bind Offeror (Standard Form 1447)], 4. Complete Cover Page (Attachment 3), 3. Provide a performance-based statement of work which details Offeror's proposed archaeological resources project for Lincoln County, Nevada - breaking down the overall project into tasks with descriptions of work to be done, method of accomplishing the work, deadlines, and performance standards, 5. Complete Attachment 4 - Expanded 3-Year Budget (using Offeror's proposed time period for project which can be for a minimum of less than a year to a maximum of five years), 6. Complete Attachment 5 - Estimated Necessary Expenses and Key Milestone Dates (which should match the performance-based statement of work created by Offeror), 7. Provide past performance information (See page 6 of Attachment 1), 8. Acknowledge receipt of any amendments, 9. Complete Offeror Representations and Certifications, on the Online Representations and Certifications Application (ORCA) website at https://orca.bpn.gov/ - or provide a statement as to why that completion is not appropriate for the Offeror, <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
L09PS01344

PAGE OF
4 4

NAME OF OFFEROR OR CONTRACTOR

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
00010	<p>10. Ensure Offeror's information is current at the Central Contractor Registration website at http://www.ccr.gov , and</p> <p>11. Send complete offer by email no later than close-of-business on October 30, 2009, to Cheryl Flanagan using the address of Cheryl_Flanagan@blm.gov .</p> <p>Suggested COR: CBASS Delivery Location Code: 0004276800 BLM-NV ELY DISTRICT OFFICE HC33 BOX 33500 ELY NV 89301 US</p> <p>FOB: Destination Period of Performance: 12/30/2010 to 12/30/2013</p> <p>LCAI ANNOUNCEMENT</p>				

Statement of Agency Need

Lincoln County Land Act of 2000 and Lincoln County Conservation, Recreation, Development Act of 2004

Round Three - Lincoln County Archaeological Initiative

The Lincoln County Land Act of 2000 provides that 85% of proceeds from the auction of public land in Lincoln County, Nevada, be placed in a special account administered by the Secretary of the Interior. One purpose of the account is to make funds available for inventory, evaluation, protection and management of unique archaeological resources in Lincoln County. The Bureau of Land Management (BLM) has established the Lincoln County Archaeological Initiative (LCAI) to allocate monies from the account for archaeological projects to carry out the purposes of the Land Act. Proponents under this initiative will submit their proposals as outlined below.

I. ELIGIBILITY REQUIREMENTS:

Each year the BLM establishes priorities for LCAI archaeological projects and solicits proposals from the public and government agencies that address these priorities. Proposals must be on public land within Lincoln County, Nevada and meet all guidelines in the Lincoln County Implementation Agreement found at http://www.blm.gov/nv/st/en/fo/ely_field_office/blm_information/special_legislation.html. Nominated projects that do not meet these criteria will be rejected.

II. GENERAL REQUIREMENTS:

Proposal shall be valid for a period of 365 days.

All proposal packages for Lincoln County Archaeological Initiatives shall be submitted through email to Cheryl Flanagan, Contracting Officer, at Cheryl_Flanagan@blm.gov (underscore mark between first and last name).

Applicants are required to submit, one electronic copy of all required items. See instructions on Standard Form 1447.

All proposal text and images shall be integrated into a single PDF document. Any attached maps shall be clear and detailed. Required documents, such as budget documents, shall be submitted separate PDF documents. Scanning maps, photographs & documents with signatures is required.

The proposal shall be a maximum of 10 pages including all attachments such as maps and charts, but excluding the cover page, budget pages, the signed SF1447, and any other required documents.

Late submissions cannot be considered.

Incomplete proposals cannot be considered.

All proposals, including electronic copies, become the property of the BLM and will not be returned.

A complete proposal will consist of:

- A completed and signed SF 1447.
- A filled-in cover page, using Attachment 3.
- A proposal with a performance-based statement of work and attachments, such as maps or charts, not exceeding 10 pages.
- Completed budget, using Attachment 4.
- A completed Attachment 5 – estimated Necessary Expenses and Key Milestone Dates.
- A letter listing any requested exceptions or additions to this Agency Need Statement or to the contract clauses.
- Past performance information. See clause 52.215.xx.
- If not a Federal government agency, either completed representations and certifications, or a statement that the relevant ORCA registration is current and complete, See clause 52.215.xx.

III PROJECT PRIORITIES

Proposals shall concern one or more of the following Lincoln County agency needs.

1. Site monitoring and site stewardship -

Increased visitation to Lincoln County from nearby population centers and new developments within the area are having direct and indirect effects on the archaeological landscape. In addition, some sites are deteriorating due to natural elements. The objective of the site monitoring and site stewardship program is to recruit, train, manage, and retain community members to serve as a volunteer workforce to quarterly monitor archaeological sites on federal lands in Lincoln County under the direction and supervision of a full-time Site Stewardship Program Coordinator.

Regular documentation of the condition of archaeological sites will be conducted to protect sites and to understand when and where impacts are occurring in order to develop appropriate management strategies for preservation and , where appropriate, public visitation.

The Site Stewardship Program Coordinator will work in partnership with the Bureau of Land Management (BLM). The Coordinator will also receive some assistance from the State Historic Preservation Office.

The Coordinator shall maintain and expand the existing site monitoring and stewardship program. It is understood that this project is dependent on the participation of the public as volunteer site stewards.

The Coordinator shall recruit and train qualified volunteer site stewards who monitor those archaeological sites assigned to the program by the BLM. The Coordinator shall manage travel, supplies, and equipment for the volunteers. The Coordinator shall collect site monitoring information, maintain site information confidentiality requirements, provide site condition

update reports from the volunteers, and keep the BLM informed on the progress and results of this work.

2. Historic mining district inventory, evaluation, protection and management

Mining districts and historic sites in Lincoln County often are destinations for recreational activities by locals and visitors alike. The purpose of this work is to document the historic sites and mining districts most at risk from impacts due to urban expansion and increased visitation.

The contractor shall conduct an intensive inventory of one or more mining districts or historic sites. The work shall include historic archaeological inventory and evaluation, built environment inventory and evaluation with detailed recording of historic structures (historic structure reports and detailed drawings), and preparation of National Register nominations.

In consultation with the BLM and involved land owners, the contractor shall prepare and implement management plans to reduce damage at districts and sites, including, where appropriate, the installation of physical and administrative protection measures. The planning and execution of this work shall be done in phases and shall follow federal architectural guidelines. In addition, the contractor shall develop heritage tourism program materials and implement public outreach. Proposals will be accepted for any historic site or mining district in Lincoln County. Some examples of acceptable locations are Delamar, Pioche, Logan City/Crescent Mill, and Jack Rabbit.

3. Inventory, analysis and/or upgrade of archaeological collections from Lincoln County

The intent is to inventory, upgrade, and/or analyze one or more archaeological collections from Lincoln County, Nevada. For decades, archaeological projects have produced collections of artifacts and other materials that are stored in repositories and museums in Nevada. Over the years, the standards for collection have changed with little funding available to meet the current requirements in such laws as 36 CFR 79.

Proposals addressing this agency need shall conduct inventories of existing collections that need additional work. This need may be due to the absence of an original inventory or the need to upgrade an existing inventory to 36 CFR 79 standards. The work shall be conducted in conjunction with a review of the field notes and reports on the pertinent archaeological project.

Another agency need is to improve the storage conditions of existing collections. Some collections are not stored in bags and containers that meet current standards. Repackaging of the collections will contribute to artifact longevity and utility to researchers. The BLM shall be consulted regarding the inventory protocols and/or the repackaging process.

Another agency need is to encourage new or additional analysis of existing collections. The collections have the potential to contribute important information to the understanding of Lincoln County prehistory and history. Use of the collections for professional research and supervised graduate-level research is supported under this project with the approval of the BLM.

4. Inventory and evaluate historic transportation systems for the National Register of Historic Places.

Historic systems, such as railroads, toll roads, trails, and paths, were once the backbone of the historic development of Lincoln County. These linear systems and their associated features are still in use today for recreational activities by locals and visitors alike. The purpose of this agency need is to document the historic linear features over one hundred years in age that are most at risk from impacts due to urban expansion and increased visitation.

The contractor shall conduct an intensive inventory of an historic transportation system along with its associated features. The work shall include historic archaeological inventory and evaluation, built environment inventory and evaluation with detailed recording of historic structures (if present), and the preparation of a National Register nominations.

In consultation with the BLM, the contractor shall prepare, in consultation and implement management plans to reduce damage to these systems. Plans may include such items as the installation of physical and administrative protection measures. The planning and execution of this work shall be done in phases.

The contractor also shall develop heritage tourism program materials and implement public outreach.

5. Inventory, evaluate to the National Register of Historic Places, and stabilize “at risk” prehistoric and historic archaeological sites.

Projects proposed under this agency need shall produce baseline information that maps, describes, evaluates, and, if necessary, stabilizes “at risk” prehistoric and historic archaeological sites. An “at risk” prehistoric or historic archaeological site is one that has sustained, or is particularly vulnerable to, damage from looting, vandalism, erosion, or wildfires, and is situated near a public road or a well known publically accessible place.

Projects proposed under this agency need shall produce a solid record of the site in the event of future events altering the site’s physical condition, such as erosion or a violation of the Archaeological Resources Protection Act. The baseline information shall include, but not be limited to, state of the Nevada State site record, detailed topographic to-scale “sketch” map of the site’s cultural and natural features; photographs; in-field inventory of surface artifacts and features; a small number of excavation units designed to identify the depth, contents, age and significance of cultural deposits or features; sample collection for dating or other special analyses; description and analysis of the site and its contents, a prehistoric context statement; and evaluation for eligibility to the National Register of Historic Places. The expected product is a well-illustrated, professional quality archaeological report (and associated forms) fully compatible with Nevada Cultural Resource Information System (NVCRIS), with collected materials curated at the Nevada State Museum or another facility determined appropriate and meeting Federal standards. The report shall address the need for and appropriateness of stabilization. The report shall develop detailed suggestions for how and why to implement any recommended measures.

6. General Reminder

The Archeological Resources Protection Act defines archaeological sites as sites at least 100 years old. The Lincoln County Land Act requires that Lincoln County Archaeological Initiative research comply with this definition. Thus, proposals for work at sites less than 100 years old cannot be considered for funding.

IV. PROPOSAL REQUIREMENTS:

Proposals for Archeological Initiatives shall consider the following perimeters and requirements.

- 1.** Funds used to finance these projects can only be used for the inventory, evaluation, protection and management of “archaeological resources” as defined in the Archaeological Resources Protection Act. Efforts will be made to recommend a mix of projects in each round which balance the needs for inventory, evaluation, protection, and management.
- 2.** Each proposal should identify the particular need or needs it addresses. Each proposal should show specifically how it addresses the evaluation criteria as well as any threats and research topics important to Lincoln County archaeology.
- 3.** It may take as much as long as one year to award selected proposals. Offerors must take this time lapse into consideration when preparing proposals.
- 4.** All proposals shall:
 - Involve citizen groups and non-federal partner organization in achieving in place preservation of archaeological resources wherever and whenever possible
 - Utilize expertise and demonstrate sound scientific and management practices.
 - Demonstrate the principles of responsible use of archaeological resources.
 - Utilize appropriate physical and administrative protection measures of archaeological resources involved.
 - Advance knowledge of archaeological resources and use innovative application of techniques and technologies.
 - Be achievable, timely, utilize good business practices and include built-in evaluation processes.
 - Be written as performance-based statements of work – with a general proposal description, and the proposal broken into tasks. Each task shall include a written description of work to be done, method of accomplishing the work, deadlines, and performance standards.
 - Include the attached a Cover Page (Attachment 3), Expanded 3-Year Budget (attachment 4) and Estimated Necessary Expenses and Kay Milestone Dates (Attachment 5).
- 5.** Technical archeological proposals shall include at a minimum:
 - A proposed schedule for the field work, for the completion of draft report and for the completion of final report.
 - A plan of how the field work can be accomplished within the time frame required

(number and size of field crews, estimated days to complete field work, etc.)

- Applicants must show that they have the organizational capability to accomplish the work proposed. An organizational resume or summary of organizational experience should be submitted as part of the proposal.
- Specification of which, and to what extent, facilities, equipment, and staff listed would be involved in the proposed work.
- Contractors must meet the Professional Qualification Standards as defined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716).
- Offeror's Principal Investigator and Field Supervisors for the project shall hold a current cultural resources use permit issued by the BLM Nevada State Office to work on BLM lands in the State of Nevada, or must be qualified to obtain the permit in these capacities at the time of contract award. Bidders are strongly advised to contact Kurt Braun (775) 289-1870, (Kurt_Braun@nv.blm.gov) for information in this regard.

Please include information relevant to this proposal only. Standard resumes for key personnel may be included in the proposal.

6. Evidence of Past Performance:

Proponents are requested to provide three references for completed projects similar in nature to the work requested on this solicitation. This request is necessary in order for the BLM to evaluate Past Performance. In addition, past performance information may be based on the Government's knowledge of, and previous experience with, the proponents, or other reasonable basis.

It is desirable, but not required, that references be other Federal Agencies. Work referenced should be recent, within the past 6 months to 1 year.

References shall include:

- Contract Number
- Name of Agency
- Location Address
- Point of Contact
- Phone Number and Fax Number.

Proponents without recent or relevant references shall submit a statement to such effect in order to be considered as having "Neutral" Past Performance history.

Appendix C-1

Archaeological Resources Evaluation Criteria

Instructions for preparing a proposal:

All proposals must comply with instructions in the General Statement of Agency Needs. If selected, the proponents must obtain permits when required by Federal, State and/or local regulation/policy and should factor this in to the proposal. Additionally, the proponents must meet the Secretary of the Interior's qualifications for cultural resource personnel, maintain security of cultural resource information, and prepare cultural resource data in formats compatible with Nevada Cultural Resource Information System (NVCRIS).

Lincoln County Land Act of 2000 funds shall only be used for the inventory, evaluation, protection and management of "archaeological resources" as defined in the Archaeological Resources Protection Act of 1979.

Proposals received by the specified due date will be scored and subsequently ranked based on the following criteria.

Criterion I: Meets the archaeological resource goals of the Lincoln County Archaeological Initiative.

20 points

The proposal demonstrates that it will meet archaeological resource goals of the Lincoln County Archaeological Initiative. The goals are:

- 1) Preserve, protect, monitor, restore, maintain, and/or enhance archaeological resources in place for the public, conservation, scientific, or traditional uses which will result in improved resource management practices;
- 2) Conserve through inventory, evaluation, protection monitoring, and restoration archaeological collections and records;
- 3) Utilize, share, and interpret the results of archaeological research with academia, management, tribes and the public;
- 4) Increase public outreach and participation in archaeology;
- 5) Compliments and supports existing plans of the agency to which the proposal applies such as land use and resource management plans.

Criterion II: Response to the priority(ies) stated in the General Statement of Agency Needs.

60 points

The proposal provides a strong response to the priority(ies) stated in the General Statement of Agency Needs. The proposal outlines a research and/or work plan for the archaeological resource(s) that have been targeted under one of the priorities. The proposal identifies 1) purpose and archaeological context of the project, 2) methodology, 3) reporting and other products describing results, 4) work schedule or timeline, and 5) detailed description of deliverables and associated costs.

Criterion III: Capability

10 points

The proposal demonstrates specialized experience, equipment and facilities to carry out the proposal. The proposal identifies specialized experience, expert or specialized personnel, specialized services, equipment, and facilities to conduct the elements of the research and/or work plan. Federal agencies and local governments will be rated neutral (5 points).

Criterion IV: Past Performance

10 points

The proposal demonstrates a past record of performance on similar work performed for federal, state, local, or private entities with respect to cost, type of work, quality of work and ability to meet schedule by providing three references of recent and relevant work performed within the past three years. References must include: Project title, agency/organization for which the work was performed, Award Number, dollar amount, brief description of the work, name, and phone of contact. Offerors without recent or relevant references shall submit a statement to such effect in order to be considered as having a 'neutral' Past Performance (5 points).

Evaluation Total: 100 points

Price

Selection is determined by considering the Total Points of each proposal, and Cost (not just Cost).

**Lincoln County Archaeological Initiative
Round 3
Cover Page**

Organization:

Name:

Address:

E-Mail:

Phone:

Fax:

Priority that proposal addresses:

Attachment 1- Expanded 3 year budget

Project Title:				
	----- Expenses -----			
1. Planning and Environmental Assessment Costs *	Year 1	Year 2	Year 3	Total
Specialist Surveys/Reports				\$0
NEPA				\$0
Permitting				\$0
Consultant Fees				\$0
Other				\$0
Subtotal	\$0	\$0	\$0	\$0
2. Direct Labor/Payroll to Perform the Project (use fully loaded labor rate)	Year 1	Year 2	Year 3	Total
Classification 1				\$0
Classification 2				\$0
Classification 3				\$0
Classification 4				\$0
Classification 5				\$0
Subtotal	\$0	\$0	\$0	\$0
3. Project Equipment (list equipment)	Year 1	Year 2	Year 3	Total
Item 1				\$0
Item 2				\$0
Item 3				\$0
Item 4				\$0
Item 5				\$0
Subtotal	\$0	\$0	\$0	\$0
4. Travel (airfare, car rental, per diem, etc)	Year 1	Year 2	Year 3	Total
Travel 1				\$0
Travel 2				\$0
Travel 3				\$0
Travel 4				\$0
Travel 5				\$0
Subtotal	\$0	\$0	\$0	\$0
5. Official Vehicle Use *	Year 1	Year 2	Year 3	Total
Vehicle Use 1				\$0
Vehicle Use 2				\$0
Vehicle Use 3				\$0
Vehicle Use 4				\$0
Vehicle Use 5				\$0
Subtotal	\$0	\$0	\$0	\$0

6. Required Training for Resource Protection Positions (including tuition and required books) *	Year 1	Year 2	Year 3	Total
Training 1				\$0
Training 2				\$0
Training 3				\$0
Training 4				\$0
Training 5				\$0
Subtotal	\$0	\$0	\$0	\$0
7. Cost of Contracts and/or Agreements to Perform Project (list each contract) *	Year 1	Year 2	Year 3	Total
Contract 1 Cost				\$0
Contract 2 Cost				\$0
Contract 3 Cost				\$0
CESU Cooperative Agreement:				\$0
Subtotal	\$0	\$0	\$0	\$0
8. Other Direct and Contracted Labor Costs *	Year 1	Year 2	Year 3	Total
Agency Contracting Officer Representative				\$0
Agency Project Inspector				\$0
Agency Project Manager/Supervisor				\$0
Contracted Personnel to review surveys, designs/drawings, reports, etc				\$0
Contracted Project Manager/Supervisor				\$0
Subtotal	\$0	\$0	\$0	\$0
9. Other Necessary Expenses	Year 1	Year 2	Year 3	Total
Subtotal	\$0	\$0	\$0	\$0
Expense Summary	Year 1	Year 2	Year 3	Grand Total
Total	\$0	\$0	\$0	\$0

*Leave blank unless applicant is a federal age

**Attachment 2
APPENDIX B-1**

**ARCHEOLOGICAL RESOURCES
ESTIMATED NECESSARY EXPENSES & KEY MILESTONE DATES**

Project Name: _____ County/City: _____
 Prepared by: _____ Phone: _____ Date: _____

Will this project primarily result in (check one) Inventory Evaluation Protection Management of
 archeological resources in Lincoln County?

Identify estimated costs of eligible expenses:

1. Planning and Environmental Costs (specialist surveys/reports including cultural resources, archaeology, wildlife, biology, environmental documentation, etc.)	\$ _____	_____ %
2. Project Labor (Payroll)*	\$ _____	_____ %
3. Contract Costs (including labor, supplies & materials etc.)	\$ _____	_____ %
4. Project Administration (* for above)	\$ _____	_____ %
5. Official Vehicle Use (pro rata cost for use of Official Vehicles when required to carry out project)	\$ _____	_____ %
6. Travel (including per diem where official travel status is required to carry out project, such as serve as COR, experts to review reports, etc.)	\$ _____	_____ %
7. Other Necessary Expense **	\$ _____	_____ %
8. Balance of 10% Contingency Reserve	\$ _____	_____ %
TOTAL**:	\$ _____	_____ %

*Total dollar percentage may be as much as 110% of amount approved by the Director due to the allowed 10% contingency figure. Updated information on costs and likely purchase price may result in a total amount that is lower than the amount approved by the Director and a percent less than 100%.

** Checklist attached

Has project funding been requested under another act/source (explain act/source if yes)?
 How does this project meet or conflict with the five goals listed in Appendix C-1? Discussion in narrative.

COMMENTS: _____

**Contract Clauses
Bureau of Land Management
Lincoln County Nevada Archaeological Initiative**

Part I – The Schedule

Section C – Description/Specifications/Statement of Work

The description/specifications/statement of work are to be submitted by the Offeror as a proposed project using a performance-based statement of work which details Offeror’s proposed archaeological resources project for Lincoln County, Nevada – breaking down the overall project into tasks with descriptions of work to be done, method of accomplishing the work, deadlines, and performance standards.

Part II – Contract Clauses

Section I – Contract Clauses

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

Clause	Title	Date
52.202-01	DEFINITIONS	JULY 2004
52.203-05	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-06	RESTRICTIONS ON SUBCONTRACTORS SALES TO THE GOVERNMENT	SEPT 2006
52.203-07	ANTI-KICKBACK PROCEDURES	JULY 1995
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.216-25	CONTRACT DEFINITIZATION	OCT 1997
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUNE 2008
52.233-02	SERVICE OF PROTEST	SEPT 2006
52.233.03 (ALT. 1)	PROTEST AFTER AWARD	AUG 1996
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

52.213-02 INVOICES (APR 1984)

The Contractor’s invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state—

- (a) The starting and ending dates of the subscription delivery; and
- (b) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items) (Aug 2009)

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

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

- (i) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (ii) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- (v) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (vii) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) [52.232-1](#), Payments (Apr 1984).
- (ii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).
- (iii) [52.232-11](#), Extras (Apr 1984).
- (iv) [52.232-25](#), Prompt Payment (Oct 2008).
- (v) [52.233-1](#), Disputes (July 2002).
- (vi) [52.244-6](#), Subcontracts for Commercial Items (Aug 2009).
- (vii) [52.253-1](#), Computer Generated Forms (Jan 1991).

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

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

- (i) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) [52.222-20](#), Walsh-Healey Public Contracts Act (Dec 1996) ([41 U.S.C. 35-45](#)) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)) (Applies to contracts of \$100,000 or more).
- (iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)) (Applies to contracts of \$100,000 or more).
- (vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American

Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

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

(viii) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

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

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

(x) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#)). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#).)

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

(i) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over \$30,000).

(ii) [52.211-17](#), Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) [52.247-29](#), F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR [52.252-2](#), Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> .

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

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

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

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

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

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

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

52.216-01 TYPE OF CONTRACT (APRIL 1984)

The Government contemplates award of a **firm-fixed-price order** for services with **performance-based standards**.

52.216-28 MULTIPLE AWARDS FOR ADVISORY AND ASSISTANCE SERVICES (OCT 1995)

The Government intends to award multiple contracts for the same or similar advisory and assistance services to two or more sources under this solicitation unless the Government determines, after evaluation of offers, that only one offeror is capable of providing the services at the level of quality required.

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will—

- (1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) Avoid interruptions of Government operations and delays in project completion dates; and
- (3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—

- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

52.243-1 CHANGES – FIXED PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

- (2) Method of shipment or packing.
- (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.249-04 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

1452.203-70 RESTRICTION ON ENDORSEMENTS - DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

1452.204-70 RELEASE OF CLAIMS -- DEPARTMENT OF THE INTERIOR (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

1452.228-70 LIABILITY INSURANCE- DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties

under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

TYPE OF INSURANCE	COVERAGE
Automobile Liability	\$200,000 per person \$500,000 per occurrence for bodily injury \$20,000 per occurrence for property damage
Comprehensive General Liability	\$500,000 per occurrence on the comprehensive form of the policy
Workmen's Compensation	Contractor shall comply with applicable and Employers Liability Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

Part III – List of Documents, Exhibits, and Other Attachments

Section J – List of Attachments

- Attachment 1 – Statement of Agency Need (6 pages)
- Attachment 2 – Archaeological Resources Evaluation Criteria (2 pages)
- Attachment 3 – Cover Page (1 page)
- Attachment 4 - Expanded 3-Year Budget (2 pages)
- Attachment 5 – Estimated Necessary Expenses and Key Milestone Dates (1 page)
- Attachment 6 – Contract Clauses (12 pages)

Part IV – Representations and Instructions

Section K – Representations, Certifications, and Other Statements of Offerors or Respondents.

Offerors shall complete representations and certifications on the ORCA website – or include a statement as to why it is exempt from this requirement.

Section L – Instructions, certification, and other statements of offerors or respondents

52.215-01 COMPETITIVE ACQUISITION (Jan 2004)

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

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

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

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

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

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

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

(c) Submission, modification, revision, and withdrawal of proposals.

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

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

(i) The solicitation number;

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

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

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

- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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

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

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

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

(1) Mark the title page with the following legend:

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

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

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

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

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

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

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

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

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

52.215-2 Audit and Records—Negotiation (Mar 2009)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General.—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in [Subpart 4.7](#), Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

Section M – Evaluation factors for award

The technical worth of proposals will be evaluated in accordance with the factors and weight for factors as detailed in Attachment 2. Technical worth and past performance will be more important than price.