

## PART B - CONSIDERATION, ACCEPTANCE OR REJECTION OF OFFERS

### Article 16. RESPONSIBILITY OF OFFEROR

Agency reserves the right to refuse to consider an offer if Agency does not have adequate information to determine responsibility of offeror, financially or otherwise, to meet contract obligations contemplated in the announcement. If a prospective offeror is in doubt as to whether Agency is acquainted with its financial responsibility, offeror should either submit a financial statement to Agency before making an offer or should communicate with the office named in the announcement to determine whether such a statement is desired. See Article 19 for information on a bid guarantee.

### Article 17. PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW

An award in the amount of \$1 million or more will not be made under the solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of the solicitation. Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore is eligible for award.

### Article 18. ACCEPTANCE OR REJECTION OF OFFERS AND NOTIFICATION

(a) The offers accepted will be those which are considered to be most advantageous to Agency. Factors considered in addition to price will be specified in the announcement as applicable.

(b) If an offeror is shipping late under current contracts at the time of submission of an offer, such performance shall be sufficient cause for Agency to deem offeror unable to perform and Agency may, at its option, refuse to consider the offer.

(c) Agency reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(d) Agency may accept an item or group of items of any offer, unless offeror qualifies the offer by specific limitations. Unless otherwise provided in the announcement, offers shall not be submitted for any quantities less than those specified. Agency reserves the right to accept any item for a quantity less than the quantity offered at the unit prices offered unless offeror specifies otherwise in the offer.

(e) An acceptance mailed or otherwise forwarded to the successful offeror within the time for acceptance specified in the announcement shall be deemed to result in a binding contract without further action by either party, unless the acceptance specifies or is conditioned on further action.

(f) Offerors whose offers are rejected will be notified of such rejection by collect telegram or by letter only if they specifically request such notification.

Article 19.                    BID GUARANTEE

(Offeror should check with contracting office identified in the announcement to determine whether a bid guarantee is necessary.)

(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 offeror shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, 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 offerors as soon as practicable after the opening of bids, and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) If the successful offeror, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may terminate the contract for default.

(d) Unless otherwise specified in the Announcement, the offeror will (1) allow 60 days for acceptance of its bid and (2) give bond within 10 days after receipt of the forms by the offeror.

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

Articles 20-24.            [RESERVED]