

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ X IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES   26 <b>1</b>
1. REQUEST NO. <b>RFQ CPO 99-036</b>	2. DATE ISSUED <b>8/26/99</b>	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF UNDER BDSA REG. 2 AND/OR DMS REG.1	RATING	
5a. ISSUED BY The National Science Foundation Division of Administrative Services, Procurement Section, Room 295 4201 Wilson Blvd., Arlington, VA 22230			6. DELIVER BY (Date) <b>See Schedule</b>		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY		
NAME <b>Marcella Green Contract Specialist</b>		TELEPHONE NUMBER		x <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER	
		AREA CODE <b>703</b>	NUMBER <b>306-1122</b>	9. DESTINATION	
8. TO:			a. NAME OF CONSIGNEE		
a. NAME		b. COMPANY		b. STREET ADDRESS	
c. STREET ADDRESS			c. CITY		
d. CITY		e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) <b>3:00 p.m. EST September 10, 1999.</b>		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			
11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTIT Y (c)	UNIT (d)	UNIT PRICE (e)	AMOUN (f)
	<b>This is a Request for Quotation for Composition Services. Please read the solicitation document in its entirety. SIC Code 2731 Small business size standard of not more than 500 employees. Please certify clause 52.212-3-Offeror Representations and Certifications—Commercial Items (June 1999)</b>				

12. DISCOUNT FOR PROMPT PAYMENT →	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENT.

NOTE: Additional provisions and representations  are  are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE QUOTATI
a. NAME OF QUOTER				
b. STREET ADDRESS			16. SIGNER	
c. COUNTY			a. NAME ( <i>Type or print</i> )	b. TELEPHO AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE ( <i>Type or print</i> )	NUMBER

STANDARD FORM 18 (REV. 6-95)

## I. General Information

This commercial item solicitation is issued by the Division of Administrative Services, Procurement Section of the National Science Foundation which is the only point of contact for this procurement. Any inquiries concerning this solicitation should be submitted in writing within five days of this posting to the following email address(es):

[mgreen@nsf.gov](mailto:mgreen@nsf.gov) (Marcella Green, Contract Specialist)

[jleithead@nsf.gov](mailto:jleithead@nsf.gov) (Jeff Leithead, Contracting Officer)

Offerors are to submit a completed copy of the provision 52.212-3 Offeror Representations and Certifications—Commercial Items.

Recovered Materials Program: The National Science Foundation is promoting the use of recovered materials in its contracts to the maximum extent practicable, provided all specification requirements are met. Offerors are encouraged to supply paper and paper products that contain recovered materials even in the absence of a specific solicitation provision or contract clause requiring such materials.

**Because some of the work will require face to face contact with NSF staff, it is preferred that the facilities used in the performance of this contract will be located within a 100 kilometer (62-mile) radius of the NSF Headquarters, Arlington, Virginia.**

**Any offeror using facilities outside this area should furnish information with their offer, which will on its face, demonstrate the ability to meet the schedule requirements. Please address questions (1) and (2).**

1. Ability to meet and work with NSF staff within two-hour time advance warning.
2. Ability to deliver hardcopy products within two hours. Electronic transmission may be preferable at times, but hardcopy galley proofs will also be required on a fast turn around basis through messengers etc.

Preaward Survey: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

## II. Schedule of Prices

Prices must include the cost of all required materials and operations for each item listed. Prices offered are F.O.B. destination. The offeror must make an entry in each of the spaces provided in the category or categories for which the offer is submitted.

Offers submitted with any obliteration, revision, or alteration of the order and manner of submitting offers may be declared nonresponsive. An entry of NC (no charge) shall be entered if an offeror intends to furnish individual items at no charge to the Government. Offers submitted with NB (no bid) or blank spaces for an individual item may be declared nonresponsive. Aggregate award based on "all-or-none."

A. Per Page Costs		(est. # of pgs.)
1. One column-text only per page	\$ _____ x	25 = \$ _____
2. Two column-text only per page	\$ _____ x	350 = \$ _____
3. Three column-text only per page	\$ _____ x	40 = \$ _____
		(est. # figures)
B. Per Chart/Graph Cost per Figure	\$ _____ x	210 = \$ _____
		(est. # sq.inch)
C. Tabular Material (per square inch)	\$ _____ x	22,000 = \$ _____
		(est. # of files including entire pub.)
D. Electronic files for printer (entire job)	\$ _____ x	_____ = \$ _____
E. Author's alterations (per hour)		(est. # hours)
1. Text, tabular, charts	\$ _____ x	325 = \$ _____
		(est. # calls)
2. Minimum charge per call	\$ _____ x	10 = \$ _____
F. Readers Proofs		(est. proofs)
1. First proofs, per proof	_____ x	800x3 = \$ _____
2. Add'l proofs, per proof	_____ x	800x4 = \$ _____
G. Work Performed During Nonbusiness Hours in Order to Meet Deadline, Per Hour		(est. # hours)
	_____ x	40 = \$ _____
H. Total Estimated Price		\$ _____

**Important Notes**

- Contractors are encouraged to review NSB 98-1, in order to more accurately assess the level of effort required to perform the work, in arriving at their most favorable prices.
- The estimated count of high resolution output includes color break—black output and PMS output (this is a 2-color publication.)
- Some figures (charts and graphs) may consist of more than one chart, table, or graph; however, such figures are considered one figure and should be invoiced as such.
- The Government's estimated quantities listed in the above schedule of prices are offered as a guide for evaluation purposes only and are not to be construed as a guarantee or commitment of the quantities to be ordered under this contract.

5. Under F, Readers Proofs of the schedule of prices, prices must be based on individual proof, not per set of proofs.

### III. Statement of Work

The National Science Foundation, through its Division of Science Resources Studies (SRS), requires page formatting and production support services for the publication *Science and Engineering Indicators—2000*. The previous version of this publication, *Science and Engineering Indicators—1998*, NSB 98-1, is available on the World Wide Web at <http://www.nsf.gov/sbe/srs/stats.htm>, or can be ordered by calling (301) 947-2722.

The document is a 2-color (Black and 1 PMS color to be determined at a later date) publication with the final output being electronic files set-up to be used by the printer. A dummy guide (to show crop/trim and registration marks), separated laser output (to show crop/trim and registration marks), and file spec sheet(s) must accompany the disks (preferably Zip). The specifications for this document are as follows:

Page count	Approximately 900
Trim Size	21.59 cm x 27.94 cm (8-1/2" x 11")
Method of Production	Desktop/Electronic Publishing
Elements	Text, graphs/charts and tabular material
Final Output	Electronic files (Prepared for submission to printer) with all text, graphs/charts and tabular material merged into page format; all screens to be imbedded and set-up with colors separated.

The Contractor shall furnish all personnel, materials, supplies, and equipment necessary for electronically producing the National Science Board's ( *Science and Engineering Indicators—2000* publication (specifications for electronic publication follow later in the requirement). NSF will provide text, text tables, figures, and appendix tables via the following software packages: Word for Windows, Excel, Adobe Illustrator, Adobe Photoshop, Lotus 1-2-3, Freelance Plus; Freelance for Windows, and Corel Draw. The Contractor shall format the text, graphics, and tabular material and provide the following products:

1. An index created by the Contractor that covers all chapters and appendices (to be included as the final item in the report).
2. 600 dots per inch (DPI) or higher black & white laser page proofs with tabular material charts and graphs integrated into text.. Charts and graphs will have

various screen tints imbedded. One set of these proofs must be output separated to show color breaks.

3. After all page proofs have been finalized and approved by NSF, the Contractor shall provide electronic files with screen and printer fonts. Zip disks are acceptable. A complete page means all text, tabular material, charts and graphs are integrated with required trim and registration marks; all screen tints are imbedded and all color separations have been made. All charts and graphs shall contain all necessary traps and chokes.

### **Proofreading**

1. The Contractor shall be responsible for performing all necessary proofreading before providing good quality paper proofs. Proofing requirements of this job are very strict!
  - NSF requires 100% accuracy in proofing as well as the ability to track global changes throughout the text as well as specific changes when making corrections, additions, or alterations to the text, figures or tables.
  - All proofs must be collated in sets, numbered sequentially, and have a one-inch clear margin on all sides.
  - Proofs must be identified with the NSF contract number and proofs date, on the first page of the proofs. This identification cannot interfere with the proof text.
  - Proofs must be clean, on white paper, free of ink smudges, with all images clearly legible.
  - Two sets of collated page proofs required with each set of deliverables—one to be separated to show color breaks.
2. All hardcopy, art, diskettes, proofs, negatives, electronic, and otherwise must be returned to the National Science Foundation upon completion of the contract.

### **Proof Delivery**

The Contractor shall submit proofs and all other items specified to the following location:

National Science Foundation  
Division of Science Resources Studies  
4201 Wilson Blvd., Suite 965  
Arlington, VA 22230  
Attn: (to be inserted at time of award)

The proofs shall be inspected by the COTR who shall recommend appropriate corrections and/or technical changes should proofs be unsatisfactory. The COTR shall communicate these comments to the contractor by telephone or by other means not

later than three (3) working days after receipt of the proofs. The Contractor shall proceed to comply with these comments.

The COTR shall inspect the finished copies for conformance to the contract specifications and COTR technical direction, and quality/workmanship. The COTR shall communicate to the contractor any finding of unacceptability by means of telephone or in writing not later than three (3) working days after receipt of delivery. If this notification is communicated orally, it shall be followed by written notice within ten 10 business days.

#### **IV. Delivery Schedule**

Delivery schedules will be as flexible as possible to permit continuous workflow. Upon availability of copy, the time, in some instances, will overlap. Page proofs will be required from the contractor as specified below. Turnaround time begins two hours from notification of availability of material. It is anticipated that the contractor shall coordinate scheduling with the COTR to facilitate the work schedules.

Page Proofs:	Working Days
First page proofs (includes text graphs/charts, and text tables)	
First available chapter (9 chapters total)	6
Subsequent chapters	5 (per chapter)
Front matter	2
Back matter	2
Appendix Tables	5 (per chapter)
Revised page proofs (Second)	
Per chapter (includes text, graphs/charts, and text tables)	2
Front and back matter	1.5
Appendix Tables	2
Subsequent page proofs	
Per chapter (includes text, graphs, charts, and text tables)	2
Front and back matter	1.5
Appendix tables	2
Final electronic files with dummy guides (for printing purposes)	1.5
Final electronic files (as indicated in electronic specs)	2

The Contractor may be required to provide galley proofs of figures and tables before producing pages; in such cases, the schedule will be modified accordingly.

The Contractor shall deliver 50 bound copies of the full current report draft [not final version] to include some final tables in an orange book version for review by the National Science Board.

The Contractor shall deliver 15 bound hardcopies of the final report by January 12, 2000.

The COTR will notify the contractor via telephone or email when work is ready to be performed.

## **V. Guidelines for Electronic Submissions**

NSF plans to release the Science and Engineering Indicators 2000 report on the world wide web in two electronic formats: hypertext markup language (HTML) and Adobe's.pdf format. [The electronic versions of the 1998 report are online at this address: <http://www.nsf.gov/sbe/srs/seind98/start.htm> for your review.] The HTML version will be prepared by SRS's web development team, using files in the formats specified below. To ensure that the .pdf version is as close to an exact replica of the final printed report as possible, the Contractor shall prepare the .pdf version of the report.

### Work Flow and Coordination

NSF plans the simultaneous release of both the electronic and printed versions of 2000 Indicators volume. Given the Indicators' tight production schedule, timing and coordination of work flow will be critical to the success of this plan, particularly during the later stages of production. Therefore, the SRS web staff and the contract composition and production team will need to work together closely. A representative from the SRS web staff should be included in all planning and status meetings and will need to be informed of changes in the expected delivery schedule. Email and email of attached files is also suggested as an effective coordinating medium.

Files are to be delivered on a flow basis as sections of the report are completed. Final deliverables are to be clearly identified and all files must be accompanied by an inventory sheet listing file names and last modified dates. A printed copy of the delivered section or sub-section should also accompany file delivery.

Version control to ensure the consistency and agreement between the printed and electronic versions will be critical. Once a section is delivered as "final," no further changes are expected and none should be made except if asked for by NSF. The web team must be notified immediately if a decision to revise a final deliverable is reached.



The Contractor shall deliver draft (sample) files and copy materials for planning and design purposes and for the evaluation of software and system compatibility.

### File Format Guidelines

Standard file formats and types are critical for ensuring compatibility with the hardware platforms and software applications in use on the NSF website and by the SRS web team. Follow-on development work will be done at SRS in a Windows 95 environment, and final files will be posted on NSF's web server which runs a UNIX operating system.

### General guidelines

- All files must be delivered on PC-readable media. If files are developed in or converted from a non-Windows environment, the converted files must be tested, reviewed, and approved in a Windows environment prior to delivery.
- All files must be titled. Properties of each file must be reviewed to ensure that a file's document title and other file information is appropriate for public release.
- Final, camera-ready files (those which have completed final composition and layout) must be delivered as PageMaker (version 6.5) file-types. Tables and charts included in the manuscript (that is, embedded in the document) must also be delivered as separate Microsoft Excel file-types. Charts may be delivered as Microsoft Excel or Adobe Illustrator file-types provided that the charts are final and complete (that is, they include all titles, labels, source notes, etc.).
- Except in the case of test files, all files must be final and should be accompanied by a final, printed copy of the page proofs document.
- The Contractor shall work closely with the SRS web staff to find suitable fonts that work with both print and web configuration.
- The Contractor shall coordinate color selection with the SRS web staff to ensure that the colors selected are compatible with the set of 216 Netscape safe colors.

### File Format and Naming

- Files must be delivered in a PC-readable format using one of the following transfer media:
  - 100MB Zip disk, 1 GB Jaz disk, CD ROM, or 3.5 inch high-density diskette (PC format)
  - electronic mail (UUENCODE/DECODE mime standard and for non-HTML files only)

- 1 GB Jaz disk
- FTP, for download by SRS
- File names must follow the DOS 8.3 file name convention. In addition, alpha characters must be lower case and file names must not include spaces or dashes.
- Files may be compressed prior to transfer using Windows PKZIP or UNIX tar

### Spreadsheets and Tables

- Files should be delivered as Microsoft Excel file-types. Each must be stored in its own file, not in a workbook.
- Spreadsheet files must open with the cursor positioned in cell A1.
- Files must not contain formulas, links, or extraneous data outside the intended print area.
- If headers or footers are used, they must be reviewed and approved for release even if they do not appear in the printed table (to avoid their unintended appearance in automated searches).

### Charts, Graphics, Figures, and other Artwork

- All charts, graphics, figures, or other artwork, either embedded or externally linked, must be delivered as separate files as either .GIF, .BMP, or .JPG file-types. Each file, when viewed with the relevant application, must exactly match the item as it appears in the final printed version.
- Each chart must also be delivered as a separate file and should be accompanied by the data used to create it (also in a separate file).
- Chart files should include note and source text. Text on figures must be legible (avoid italics where possible).
- Images should be fully visible on a screen set to 640 x 480 pixels.

### **Important Notes**

2. Contractors are encouraged to review *Science and Engineering Indicators—1998*, NSB 98-1, in order to more accurately assess the level of effort required to perform the work, in arriving at their most favorable prices.
6. The estimated count of high resolution output includes color break—black output and PMS output (this is a 2-color publication.)
7. Some figures (charts and graphs) may consist of more than one chart, table, or graph; however, such figures are considered one figure and should be invoiced as such.
8. The Government's estimated quantities listed in the above schedule of prices are offered as a guide for evaluation purposes only and are not to be construed as a guarantee or commitment of the quantities to be ordered under this contract.
9. Under F, Readers Proofs of the schedule of prices, prices must be based on individual proof, not per set of proofs.

**VI. 52.212-3--Offeror Representations and Certifications--Commercial Items (June 1999)**

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any

publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \_\_\_ is a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged

Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_ has, \_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) \_\_\_ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_ has, \_\_\_ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products,



NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

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(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

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(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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[Insert line item numbers]

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals \_\_\_ are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and \_\_\_ are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

Alternate I (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(8) to the basic provision:

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of

Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

Alternate II (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(7)(iii) to the basic provision:

(iii) Address. The offeror represents that its address \* is, \* is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Alternate III (Jan 1999). As prescribed in 12.301(b)(2), add the following paragraph (c)(9) to the basic provision:

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of

ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

#### **VII. 52.212-5--Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (May 1999)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I to 52.219-5.

\_\_\_ (iii) Alternate II to 52.219-5.

\_\_\_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

\_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii)\_\_\_ Alternate I of 52.219-23.

\_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

xx (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

xx (12) 52.222-26, Equal Opportunity (E.O. 11246).

xx (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

xx (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

\_\_\_ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

xx (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

\_\_\_ (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

\_\_\_ (18) [Reserved]

\_\_\_ (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).

\_\_\_ (20) 52.225-19, European Union Sanction for Services (E.O. 12849).

\_\_\_ (21)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

\_\_\_ (ii) Alternate I of 52.225-21.

\_\_\_ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

xx (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

xx (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires

(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include



any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

Evaluation--Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(a) Technical

(b) Past Performance

(c) Price

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Technical and past performance, when combined, are equal to price. [1] Technical – evaluation will be based on your understanding of the solicitation requirements, personnel qualifications and experience. [2] Past performance: The offeror shall provide a minimum of four (4) references including company names, addresses and telephone numbers of the contact person, and annual dollar value of each account within the last three years. Overall evaluation will be conducted in accordance with simplified acquisition procedures for commercial items.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within

the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

The following clauses are hereby incorporated by reference with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make their text available. Also, the full text of a clause may be accessed electronically at this address:

[http://www.arnet.gov/far/97-13/html/52\\_000.html](http://www.arnet.gov/far/97-13/html/52_000.html)

52.212-1, Instructions to Offerors—Commercial Items

52.212-4, Contract Terms and Conditions, Commercial Items

Addendum to Clause 52.212-4 – Contract Terms and Conditions – Commercial Items

52.215-5 Facsimile Proposals

52.227-14 Rights in Data – General (Jun 1987)

52.223-4 Recovered Material Certification. (In Full Text)

Recovered Material Certification (Oct 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)