

(I) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, using Simplified Acquisition procedures under the test program for commercial items found at FAR 13.5, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

(II) Solicitation Number WHO-S-09-0003 is issued as a Request for Quote (RFQ).

(III) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-36, effective on August 11, 2009.

(IV) This solicitation is not a set aside. This procurement is not covered by the Small Business Competitiveness Demonstration Program.

(V) Contract Line Items: Firm Fixed Price (FFP) to be proposed by Offeror

**PART I - THE SCHEDULE
SECTION B
SERVICES PRICE**

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT OF ISSUANCE	UNIT PRICE	AMOUNT
0001	Base Year Internet Archive Support, FFP				
0002	Option Year 1 Internet Archive Support, FFP				
0003	Option Year 2 Internet Archive Support, FFP				
0004	Option Year 3 Internet Archive Support, FFP				
0005	Option Year 4 Internet Archive Support, FFP				
0006	Option Year 5 Internet Archive Support, FFP				
0007	Option Year 6 Internet Archive Support, FFP				
0008	Option Year 7 Internet Archive Support, FFP				

(VI) Description of Requirement.

STATEMENT OF OBJECTIVES (SOO)

1. Purpose

The purpose of this Statement of Objectives (SOO) is to obtain the necessary services to ensure that content published by the Executive Office of the President (EOP) on publicly-accessible web sites is archived in accordance with the Presidential Records Act (PRA), that information posted on publicly-accessible web sites where the EOP maintains a presence is archived in accordance with the PRA, and that all archived information is securely stored and provided to the National Archives and Records Administration (NARA) for historical preservation, in accordance with the PRA.

2. Scope

The contractor shall provide the necessary services to capture, store, extract to approved formats, and transfer content published by EOP on publicly-accessible web sites, along with information posted by non-EOP persons on publicly-accessible web sites where the EOP offices under PRA maintains a presence, throughout the term of the contract. The contractor shall if possible, capture, store, extract to approved formats, and transfer content published by EOP on non-public websites. The contractor shall include in the information posted by non-EOP persons on publicly-accessible web sites where the EOP maintains a presence both comments posted on pages created by EOP and messages sent to EOP accounts on those web sites. Publicly-accessible sites may include, but are not limited to social networking sites. The contractor shall provide a user-friendly way of organizing and searching captured information. The contractor shall properly transfer the captured information, as identified by EOP, to NARA in an acceptable format for both preservation in NARA's Electronic Records Archive and presentation at the future Presidential Library. The Contractor shall provide a method to separate content posted by other EOP component offices as required.

3. Period of Performance and Place of Performance

The period of performance is for twelve months from date of award and seven one year options for a total of eight years. The work may be performed and stored at the Contractor's facility as appropriate.

4. Background

In order to comply with the Presidential Records Act, the White House New Media team is looking for a non personal service contractor to crawl and archive PRA content on all third party sites where the EOP has a presence (i.e. Facebook.com/whitehouse, Twitter.com/whitehouse). Currently, the Government team is capturing the data and content both programmatically (via Application Programming Interfaces (APIs) from social networks) and manually (through daily screen shots). EOP requires a provider to ensure we automatically capture this content in a scalable, efficient and reliable manner.

5. Performance Objectives

- (A) The scope is to capture, store, extract to approved formats, and transfer to NARA all content posted by EOP components subject to the PRA on publicly-accessible websites during each calendar year.
- (B) Capture and store content of any kind, including text, graphic, audio, and video, in any existing file format.
- (C) Demonstrate an ability to adapt to and archive new file formats that are created after the initiation of this contract.
- (D) Capture and store content regardless of whether it is uploaded from the EOP network to the site or created directly on the site.
- (E) Capture all created content at regular intervals daily, ensuring the retention of any deltas introduced between captures per day(it is preferable, but not necessary, for vendor to capture content that was added to a site and subsequently removed in the interval between captures). Vendor must capture content at least twice a day, and preferably would have a process to initiate a re-crawling of the content on demand.
- (F) Capture (and later display) content in context, as it appeared on a given web page.
- (G) Capture of comments and publicly-visible tags posted by users on publicly-accessible websites on which an EOP component subject to the PRA maintains a presence. Vendor must be able to either:
 - (i) Capture all comments posted to a list of websites provided to vendor; or
 - (ii) Capture a sample of comments posted to a list of websites provided to vendor, according to a sampling methodology that will be provided to vendor and approved by EOP.
- (H) Provide the ability to search and/or organize collections by website, keyword, date and/or filter by file type.
- (I) Store and transfer data in a manner that preserves both the record content, associated with comments, and related objects, as they were created and with the relationships they exhibited on the web page at the time of capture creation.
- (J) Ability for government employees to tag captures from publicly-accessible websites by arbitrary fields or tags such as office or issue (i.e. OVP or health care).
- (K) Provide a web-based tool for government employees to administer and manage this record-keeping. (i.e. add new publicly-accessible websites to the crawl or adjust the crawl frequency). Provide a minimum of 10 simultaneous login accounts.
- (L) Extract the data at capture and store in formats approved by NARA prior to the transfer of data to NARA, preferably at the time of capture. Formats must allow NARA to ingest the records into their Electronic Record Achieve, with preference

given to open-source or common industry formats independent of proprietary software or hardware to maintain and access.

(M) Develop process to transfer extracted data in NARA approved formats at set intervals (at least quarterly) and at the end of the contract.

(N) Provide sufficient disaster recovery backup.

(O) Provide process verification which confirms all required data was collected, stored, extracted to NARA format, and transferred to NARA successfully.

(P) Provide either web-based or on-site training for government employees who access and/or administer the proposed solution.

(Q) Provide sufficient user guides and online help documentation.

(R) Provide a maximum of 24 hour turnaround for questions and/or support by either email or telephone during business working hours.

6. Operating Constraints

The commercial off the shelf system must be fully operational not later than 30 days after estimated contract award.

7. Travel

No travel is anticipated for this project and the Government does not pay for any commuting travel.

8. Deliverables/Monthly Reporting

Delivery Schedule and Milestone Dates are to be provided by the contractor with their performance work statement.

8.1 Criteria for Acceptance of Deliverables

The contractor shall be responsible for the overall technical quality of all deliverables. Specific deliverables will be reviewed by the government for acceptance within 30 days after receipt. Overall, work efforts will be reviewed monthly.

8.1.1 General Acceptance Criteria

The general quality measures, set forth below, will be applied to each Deliverable received from the Contractor under this contract:

- Accuracy – Deliverables shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity – Deliverables shall be clear and concise; technological terms shall be used, as appropriate. All diagrams shall be easy to understand, legible, and

relevant to the supporting narrative. All acronyms shall be clearly and fully specified upon first use.

- Specifications Validity – All Deliverables shall satisfy the requirements of the Government.
- File Editing – All text and diagrammatic files shall be editable by the Government.
- Format – Deliverables shall follow EOP guidance. Where none exists, the Contractor shall coordinate approval of format with the COTR.
- Timeliness – Deliverables shall be submitted on or before the due date/time specified.

8.2 Monthly Status Report

The contractor shall also submit brief monthly status reports to report the progress made, description of activities of the past month (summary of work accomplished during the reporting period and percent complete); and outstanding issues. The contractor shall inform the Government of any problems encountered, and possible project delays prior to their occurrence.

9. Inspection and Acceptance

9.1 Inspection and acceptance of services rendered under this contract shall be made by the Contracting Officer's Technical Representative (COTR). The COTR will be designated in writing at contract award.

10. Authorities of Personnel

10.1 Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the contractor. The following individuals will be the Government's points of contact during the performance of the contract:

10.1.1 Contracting Officer

All contract administration will be handled by the Contracting Officer. All communications pertaining to contractual and/or administrative matters under the contract should be addressed to:

Mrs. Althea Kireilis
Office of the Chief Procurement and
Contract Management Officer
Office of Administration
Executive Office of the President
202-395-7646
akireilis@oa.eop.gov

10.1.2 Contracting Officer's Technical Representative (COTR)

To be determined at contract award.

The COTR will monitor all technical aspects of the contract. The types of action within the purview of the COTR's authority are to assure that the contractor performs the technical requirements of the contract, and to notify both the contractor and the Contracting Officer of any deficiencies observed. A letter of designation will be issued to both the COTR and the contractor at the time of contract award setting forth the responsibilities and limitations of the COTR.

It is important to note that while the COTR will be responsible for administering the performance of work under this contract, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless proper, formal contractual documents are executed by the Contracting Officer.

11.0 Contractor's Invoices

11.1 The Contractor shall submit invoices via email (.pdf format) no more than once monthly for work completed to the following:

Financial Management Division
Office of Administration
invoices@oa.eop.gov

Address questions to 202/395-7259.

11.2. Invoice Requirements

11.2.1 Invoices shall be submitted to the Government office designated in the contract to receive invoices. To constitute a proper invoice, the invoice must include the following information and/or documentation:

- Name of business concern and invoice date.
- Contract Number.
- Description, price, and quantity of goods/services actually delivered or rendered for each item billed.
- Payment terms.
- Name (where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent). The "remit to" address must correspond to the remittance address in the contract.

- CLIN and total cumulative amounts invoiced and funds remaining on the contract for each CLIN total.
- Other substantiating documentation or information as required by the contract.

12. EOP Special Contract Requirements

12.1 Restriction Against Disclosure

12.1.2 The Contractor agrees, in the performance of this task order, to keep the information disclosed to the Contractor, or information contained in the source documents furnished by the EOP or otherwise obtained in the course of its employment in the strictest confidence, said information being the sole property of the EOP. The Contractor also agrees not to publish, reproduce or otherwise divulge such information, in whole or in part, in any manner or form, nor authorize or permit others to do so, taking reasonable measures as are necessary to restrict access to the information, while in his or her possession, to those employees who must have the information to perform the work provided herein on a “need-to-know” basis, and agrees to immediately notify the Contracting Officer in writing in the event the Contractor determines, or has reason to suspect, a breach of this requirement. The Contractor is responsible for ensuring all employees involved in the performance of this task order sign a “Non-Disclosure Agreement” (See Attachment 1). The Contractor shall provide an original copy of each signed statement to the Contracting Officer prior to each employee beginning work.

13. Prohibition of Advertising of Award

13.1 The Contractor shall not refer to this award in commercial advertising, or similar promotions in such a manner as to state or to imply that the product or services provided is endorsed, preferred, or is considered superior to other products or services by the Executive Office of the President (EOP) and any of its components including the White House. This includes advertising, or similar promotions, in all forms or electronic, broadcast, and print media.

13.1.2 In addition, the Contractor is restricted from reproducing the image(s) of the EOP or the White House in any form of commercial advertising, or similar promotion. This includes images of official seals and buildings. The reproduction of official seals and the images of buildings are a matter controlled by regulation and Executive Order. Any proposed usage of such symbols must be brought to the attention of the Contracting Officer (CO).

14. Potential Conflicts of Interest (See FAR 9.5)

14.1 The Contractor shall inform the Contracting Officer whether or not, to the best of its knowledge and belief, it has or does not have any organizational or personal conflicts of interest as defined below:

“Organizational conflict of interest” means a situation in which the Contractor has interests, either due to its other activities or its relationships with other organizations, which place it in a position that may be unsatisfactory or unfavorable (1) from the Government’s standpoint in being able to secure impartial, technically sound, objective assistance and advice from the Contractor, or (2) from industry’s standpoint in that unfair competitive advantages may accrue to the Contractor in question.

14.1.2 If the Contractor discovers an organizational conflict of interest with respect to a project and/or contract, the Contractor shall be excused by the Government and another Contractor shall be used instead. Personal conflicts of interest will be dealt on a case-by-case basis. Depending on the severity of the conflict, alternative staff can be appointed to work on the case. If that solution does not remove the conflict or even the appearance of conflict of interest, the Contractor shall be excused by the Government and another Contractor shall be used instead.

14.1.3 The Contractor agrees that, if after award he discovers or creates an organizational or personal conflict of interest with respect to the project and/or contract, it shall make an immediate and full disclosure in writing to the Contracting Officer and COTR which shall include a description of the action which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract for the Convenience of the Government if it would be in the best interest of the Government.

14.1.4 In the event that the Contractor was aware of an organizational or personal conflict of interest prior to the award of the task order and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the task order at no cost to the Government and demand payment of any out-of-pocket costs including re-issuance of the contract.

14.1.5 The Contractor shall also inform the COTR of any business or other relationships which create a potential conflict of interest, or which might present an appearance of a conflict of interest on the part of the Contractor or the Contractor’s employees, including all instances in which a former or existing client of the Contractor’s is or is likely to become the subject of a lawsuit. In addition, the Contractor must agree that any information provided to the Contractor by the Government or learned while in the course of the project is confidential and cannot be used for financial gain.

15. Personnel Security Requirements

For performance of this contract, Contractors may need physical and logical access to the Executive Office of the President (EOP) Complex. This access requires approval by the EOP Security and Emergency Preparedness Office (OSEP). Approval is granted after suitability is determined by considering the results from a name check performed by the Federal Bureau of Investigation (FBI). Contractors may be granted access only

after the approval. All Contractor personnel must be at least 18 years of age and U.S. citizens.

Contractors are responsible for providing personnel who meet EOP personnel security requirements. In this regard, Contractors are expected to perform initial background checks of potential employees. Failure to do so results in an unnecessary delay of beginning of contract performance; results in a waste of Government resources to do background checks on individuals who Contractors should have pre-screened; may result in unfavorable past performance evaluations for the Contractor, because of a failure to meet contract requirements; and may be a factor for evaluation of any award fees, if applicable. This is in addition to other remedies available elsewhere in the Contract or established by law.

Contractors shall be required to provide the following information of the Contractor staff who will need approval to gain access to the EOP Complex for performance of this order:

- Full Name
- Date of Birth
- Social Security Number
- Mailing Address
- Phone Number
- Place of Birth
- Country of Citizenship

Contractors may be required to provide other information necessary to be granted access to the EOP Complex.

The Contractor shall provide this information to the designated COTR or the Contracting Officer.

Contractor personnel who require access to the complex for longer than 90 days will also be required to undergo a full-field FBI investigation, and other background investigations as deemed appropriate. Contractors must provide information to complete the full field background investigation on their start date at the EOP Complex or within two weeks of being notified that their work will extend for longer than a 90 day period. Permanent access (beyond 90 days) is granted only after EOP OSEP review and approval of the results of the investigations.

(END OF DESCRIPTION OF REQUIREMENTS)

(VII) Date of Delivery

The Base Period of Performance begins 12 months from contract award with seven (7) - 12 month option periods for a period not to exceed 8 years.

(VIII) FAR 52.212-1 Instructions to Offerors-Commercial Items (June 2008)**applies to this acquisition:**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the

Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, 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 offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer 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—

(A) 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 offers; or

(B) 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

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

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

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

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

(4) A summary of the rationale for award;

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

(6) 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.

(End of provision)

GENERAL INSTRUCTIONS

A. Guidelines:

This section is provided as additional guidelines to the referenced FAR 52.212-1 Instructions to Offerors – Commercial Items. The offeror's proposal must include all data and information requested by the RFQ and FAR 52.212-1.

A Standard Form 1449, "Solicitation/Contract/Order for Commercial Item Award," completed and signed by the Offeror, constitutes the Offeror's acceptance of the terms and conditions of the proposed contract. Therefore, the form must be executed by a representative of the Offeror authorized to commit the Offeror to contractual obligations. Offerors shall sign the Standard Form 1449, Blocks 30a – 30c.

Offerors are expected to examine this entire solicitation document. Failure to do so will be at the Offeror's own risk.

The Government reserves the right to award a contract without discussions and may make award based on initial offers. Accordingly, each initial offer should be submitted in as complete form as possible and without exception.

The Government will not pay any Offeror for preparation of their proposal.

Offerors who include in their proposals data they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall identify restrictive data by marking it as follows —

- (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 or quotation. 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 the restriction is 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 or quotation."

The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose.

Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

The authorized negotiator or the signatory of the SF-1449 will be notified of the date and time of the oral presentations. Offerors shall provide the name of the individual, the position title, telephone number, fax number, and electronic mail address of that individual.

Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation. Proposals must clearly demonstrate how the Offeror intends to accomplish the work required and must include convincing rationale and substantiation of all claims. Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the Offeror's proposal.

Offerors are advised that the use of generalized statements such as "the Offeror understands/the offer can and will comply with the requirements," "standard procedures will be used," "well known techniques will be used," or statements that paraphrase the requirements of the SOO or RFQ in whole or in part will not constitute compliance with the requirements concerning the content of responses, thereby rendering the proposal non-responsive.

Offerors are advised that the use of promotional material and/or brochures will not constitute compliance with the requirements concerning the content of responses.

All pages of the written proposal shall be sequentially numbered with no gaps, breaks, or sub-page numbers/letters. Detailed tables of contents shall be used (the table of contents itself does not count toward the specified page limit).

Offerors are encouraged to use graphic presentations where such presentations will contribute to the compactness and clarity of the proposal. Graphic presentations must be within the main body of the proposal, and will count as part of the specified page limits.

Offerors shall provide all electronic documentation in Microsoft Word, Excel, or Power Point 2003 or 2007 PDF format as appropriate. Electronic documentation presented in any other format shall not be considered by the Government.

B. Proposal Format - The Offerors shall submit its proposal in the following indexed format:

- 1) Technical and Management Approach (includes performance work statement and the oral presentation)
- 2) Volume 2 – Relevant Experience and Past Performance
- 3) Volume 3 – Price/Cost Proposal

SUBMISSION OF OFFERS

Each Volume must be submitted as a separate section of the entire proposal. There are no page counts for the entire proposal. Each offer shall be in two parts. The Technical Proposal (Volume I) consists of two parts: a written Technical Proposal (Part 1) and Oral Presentation (Part 2). The Price Proposal is Volume II. Offers shall include all information requested in this Section. The pages are limited to full page figures and full page tables and diagrams, however, they shall not be larger than 8 ½ x 14 inches when printed. Text pages are to be printable on 8 ½ x 11 inch paper, with 1 inch margins on all sides, single spaced, and no smaller than a 12 point font size with proportional spacing. The pages shall be numbered.

C. Proposal Content - The Offeror shall submit its proposal to include the following in each identified volume:

Volume 1 – Technical and Management Approach - The Offeror shall provide a Performance Work Statement (PWS) that demonstrates its technical and management approach that clearly addresses each area in the Statement of Objectives (SOO). The Offeror shall identify an assessment of the work to be performed, objectives, results and how the work is to be accomplished. The Offeror shall especially focus on understanding of the requirement, experience and qualifications of the personnel that will perform the work, and how the Offeror plans to meet the operating constraints identified in the SOO.

The Offeror shall provide a detailed description of its implementation methodology and approach to be used to complete each task, including metrics and response times. This should include the Offeror's plans for tracking and controlling the work; ensuring timeliness of performance; methods for monitoring, maintaining and enhancing the quality of work; and maintaining customer satisfaction. Metrics shall be clearly defined, tied to specific task objectives, and able to be measured and verified.

Volume 2 – Relevant Experience and Past Performance - The Offeror shall submit in this volume three (3) examples of relevant experience and past performance (that occurred in the past three years) information that includes demonstrated successful past performance to include prior experience with the federal government, private sector, and/or the public sector. A description of past and current contracts should be provided, citing work as closely related as possible to the current effort. Contractors are required to provide up to three references with a brief description of previous projects of similar size and complexity. The Government may contact those references during the evaluation process to verify relevant experience and performance. The Government may, at its discretion, obtain and evaluate information from sources other than those provided by the Contractor.

Each example of past performance shall include:

- a. Contract Number
- b. Contract Description
- c. Contract Amount and Type of Contract
- d. Period of Performance (POP) (note: include the original (as-awarded) POP and subsequent (as-modified) POP, if applicable).
- e. Name, address, E-mail address, and telephone number and fax number of the customer (if a Government contract, please provide the name and telephone number of the Contracting Officer and the Contracting Officers Technical Representative (COTR). If commercial, provide the technical and contracting equivalent). For all past performance information, please ensure that the company names, names of points of contact, E-mail addresses, telephone and fax numbers are current.
- f. Size and complexity of the project.
- g. Whether all options were exercised, if applicable.

The Government will not make repeated efforts to contact the references if the information is incorrect. You should also notify the references that their names have been submitted and that the Government will be contacting them. The Government reserves the right to not contact all provided references or make repeated attempts to contact nonresponsive references.

Volume 3 – Price/Cost – The Offeror's price/cost proposal shall consist of the following:

Price Proposal (Volume III)

Price Proposals shall be submitted in both hard and electronic copies. Offerors shall submit an original and two (2) copies of the Price Proposal volume. One (1) electronic

copy of the Price Proposal volume shall be submitted with the original document. There is no page limitation for the Price Proposal Volume. In the event of an inconsistency between the hard and electronic submission, the electronic copy shall take precedence. The proposal shall contain the following tabs:

Solicitation, Offer and Award (SF 1449) (Tab A). When completed and signed by the offeror constitutes the offeror's acceptance of the terms and conditions of the proposed contract. Therefore, the form must be executed by representatives of the offeror authorized to commit the offeror to contractual obligations. Offerors shall sign the SF 1449 in Blocks 30a – 30c. Offerors shall include their company Dun and Bradstreet (DUNS) and Taxpayer Identification (TIN) information in Block #17a.

Section V - Services and Prices (Tab B). Volume II shall include a completed section V with the Offeror's summary prices by CLIN. The pricing structure for Section V of the RFQ to include all option years;

Assumptions, Conditions, or Exceptions (Tab C). Offerors must submit, under a separate tab, all (if any) assumptions, conditions, or exceptions upon which the Price Proposal is based.

Small Business Subcontracting Plan (Large Businesses Only) (Tab D). Offerors' shall submit under a separate tab its Small Business Subcontracting Plan including all dollar amounts and percentages proposed. The EOP goal for small business subcontracting is 16% of all acquisition dollars. This goal is inclusive of awards to 8(a), Woman-Owned, HUB-Zone, Services Disabled Veteran-Owned businesses.

Small Disadvantaged Business 5%
Woman-Owned Small Business 5%

HubZone Businesses 3%
Service Disabled Veteran-Owned
Business 3%

Non-Disclosure Agreements (Tab E). Non-Disclosure Agreements (NDAs) must be signed on an individual basis by all personnel, including subcontractors, given access to EOP information. The NDA form can be found at Attachment 1.

Potential Conflict of Interest (Tab F)

(a) There is potential organizational conflict of interest (see FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to the unfair competitive advantage which may be acquired as a result of access to the Government Furnished Information and Property which will be used to complete the work required in this contract. Accordingly:

(1) Restrictions are needed to ensure that the offeror's performance of future EOP contracts related to this effort will not result in impermissible conflicts of interest.

(2) As a part of the proposal, the offeror shall provide the Contracting Officer with complete information of previous or ongoing work that is in any way associated with the contemplated acquisition.

(b) If award is made to the offeror, the resulting contract may include an organizational conflict of interest limitation applicable to subsequent EOP work, at either a prime contract level, at any subcontract tier, or both. During evaluation of proposals, the EOP may, after discussions with the offeror and consideration of ways to avoid the conflict of interest, insert a special provision in the resulting contract which shall disqualify the offeror from further consideration for award of future contracts.

(c) The organizational conflict of interest clause included in this solicitation may be modified or deleted during negotiations.

(1) presentations and certifications as required in Section viii.

(IX) FAR 52.212-2 Evaluation—Commercial Items (JAN 1999).

(a) The Government will award a contract resulting from this solicitation to the responsible contractor whose offer conforming to the solicitation will be the best value to the Government, price and other factors considered. The Government intends to award a Firm Fixed Price Contract.

The following factors shall be used to evaluate offers:

- Factor 1 Technical and Management Approach, (includes a Performance Work Statement and its deliverables, milestone dates and metrics. Oral presentation)
- Factor 2 Relevant Experience and Past Performance
- Factor 3 Price to be evaluated separately.

All non-cost factors - Technical and Management Approach and Relevant Experience and Past Performance when combined, are significantly more important than Price factors.

The Technical Evaluation Board (TEB) will evaluate offers received in response to this solicitation with respect to the minimal requirements contained in the SOO, the evaluation factors listed above, and an analysis of the strengths, weaknesses, and deficiencies of each contractor. The Government will make award to the firm who offers the overall best value from all offers received.

Proposals that do not respond to all requirements in the solicitation may be rejected without further evaluation, deliberation, or discussion. The Government may reject any proposal that is evaluated to be significantly not compliant with the solicitation requirements, unrealistically high or low in price, or reflects a failure to comprehend the complexity and risks of the work to be performed.

The Government may award any resulting contract to other than the lowest price Offeror, or other than the Offeror with the highest non-price rating. The Government reserves the right to award without discussions with Offerors.

(b) Best value is defined as the offer that results in the most advantageous acquisition decision for the Government as determined by an integrated assessment and trade-off analysis among price, non-price factors and sub factors. The following section describes the factors and sub-factors that will be considered and their relative order of importance.

Source Selection Factors and Sub-Factors

Oral Technical Presentation (Volume I, Part 2)

Each offeror must make an oral presentation of their technical solution and participate in a Q&A session conducted by representatives of the Government. The Contracting Officer will attend the oral presentation and Q&A session. The Government technical evaluation team will also attend. The purpose of the oral presentation is to assess the offeror's knowledge and understanding of the program, the Government's program objectives, and to assess the offeror's capability to satisfy the requirements set forth in the Solicitation.

Oral Presentation Constraints: Attendance at the oral presentation and the subsequent question and answer session should be limited to the offeror's key personnel and no more than 3 additional corporate representatives of the offeror's team (may include subcontractor). An offeror's "key personnel" includes only those persons who will be assigned to the contract as key personnel. The additional people (e.g., CEOs, company presidents, legal or contract representatives, etc.) from the offeror's team may attend but will not be allowed to present at the oral presentation, except as part of a brief introduction that will not be evaluated, but will count towards the offeror's allotted time.

The offeror will be given 15 minutes for set up. After opening remarks by the Government, the offeror will be given up to 60 minutes to make the best case that they can to convince the Government that they should be selected to perform the purchase order. The presentation will be stopped precisely after 60 minutes. Upon completion of the presentation, the Government will caucus to discuss the offeror's presentation and to formulate any questions regarding the presentation. The Government and offeror will then address any questions or clarifications posed by the Contracting Officer or the Technical Evaluation Board (TEB) Chairman. The question and answer session is expected to last approximately 90 minutes. It is often in the best interest of the contractor to permit responses from key personnel, as appropriate, rather than funneling all responses through a single spokesperson. If necessary, the offeror may briefly caucus to coordinate responses to specific questions or clarifications. The total presentation, caucus, and question and answer session are expected to last approximately 3 hours. The times discussed in this paragraph, other than that given for the oral presentation itself, are for planning purposes only, and may extend beyond the time-frames provided as may be required to ensure a complete understanding of the contractor's proposal and capabilities.

Oral Presentation Format and Media: There is no prescribed format for the presentation; however, the contractor is advised that the presentation format should be organized to cover each of the evaluation factors assigned to the Technical Proposal volume. During the Oral Presentation the contractor shall not present or discuss any information related to the price evaluation factor.

Offerors shall email an electronic copy of the Oral Presentation briefing to solicitations@oa.eop.gov the Contracting Officer no later than 4:00 PM Eastern Daylight Time on September 10, 2009. Format must be provided in Microsoft PowerPoint 2003/2007.

Contractor is required to bring one (1) original and nine (9) numbered paper copies of the briefing materials to the Oral Presentation session.

There is no limit to the number of slides that can be presented during the oral presentation, but only those slides presented will be considered for evaluation. Any additional slides over and above those presented will not be evaluated as part of this source selection. No other media may be used. Presentation media is limited to computer-based graphics of the offeror's choice or normal viewgraph slides displayed using an appropriate projector. Unobtrusive company logos or names can be inserted in any or all slides. Slides should be sequentially numbered in the lower right corner. The slides shall not contain any fonts smaller than a proportionally spaced font (such as Times New Roman) of at least 12 points.

The Offeror shall provide the laptop necessary for the presentation. The Government facility will have a projector and screen.

Oral Presentation Scheduling: The Contracting Officer will schedule the presentations with the authorized negotiator or the signatory of the SF-1449. Time slots will be assigned randomly and may not be swapped or changed. The Government reserves the right to reschedule any offeror's presentation at its sole discretion.

The exact location, seating capacity, etc. will be provided when the presentations are scheduled. Notification of the schedule for Oral Presentations will be made within one business day of the closing date for receipt of proposals.

Recording of Oral Presentation: The Offeror may not electronically record any of the oral presentation process.

Factor 1 – Technical and Management Approach (includes a Performance Work Statement and its deliverables, milestone dates and metrics. Oral presentation): The Offeror shall demonstrate its understanding of the requirements by including its technical and management approach to implement and manage the requirements as stated in the attached SOO. EOP will evaluate the proposals to determine whether they demonstrate proficient experience with and knowledge of the requirements.

Sub-Factors include:

- A) Demonstrated ability and experience to provide skilled resources knowledgeable with NARA media records collection requirements and regulations, i.e., Presidential Records Act.
- B) Demonstrate ability and understanding of the requirements in order to implement and manage the requirements (Performance Work Statement) to meet the Statement Of Objectives.
- C) Demonstrated documentation of successful completion of archiving an historical preservation records system and/or publicly-accessible records system.
- D) Demonstrated ability to capture, store, and transfer (all media types of) records in a NARA acceptable format.
- E) Demonstrated experience of agility and expertise in anticipating and adapting to the changing new media technologies as they emerge and evolve.

Factor 2 – Relevant Experience and Past Performance: The Offeror shall submit three (3) past performance examples with a similar size, scope, and tasking to that of the attached SOO. The Offeror shall include contact information for each example that includes, name, title, phone number and email address. EOP will evaluate examples to determine whether the past performance examples display relevant experience and level of performance.

Sub-Factors include:

- A) Demonstrated experience with similar size, scope and complexity as it relates to programs with similar NARA collection requirements.
- B) Demonstrated quality of service.
- C) History of reasonable and cooperative behavior and commitment to customer satisfaction.

Factor 3 –Price: The Contractor's written price proposal (Volume III). Each Offeror's price proposal will be evaluated based on the following:

Sub-Factors include:

- A) Reasonableness: The reasonableness of the price is defined as the acceptability and validity of cost estimating. The Government will review the rationale and supporting data for proposed costs. Reasonableness may be established by the existence of adequate price competition.
- B) Realism: The realism of the price is defined as the compatibility of price and scope of work. The Government will evaluate whether or not the proposed price is realistic based on the requirements and may verify rates and special pricing.
- C) Risk: The risk of the price is defined as how well each proposal ensures that the proposed price is adequately and clearly defined and includes all elements of the solution. An offer may be rejected if the Contracting Officer determines that unbalanced pricing poses an unacceptable risk to the Government. An unbalanced proposal is one that is based on prices significantly less than cost for

some work and prices which are significantly overstated for other work of a similar nature.

D) Completeness: The completeness of the price is defined as the responsiveness in addressing the solicitation requirements. The Government will review proposed prices for each proposed product to ensure that data is provided in sufficient, logical detail to allow a complete analysis and evaluation of the price. Pricing detail must be “error-free.”

(c) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(X) 52.212-3 Offeror Representations and Certifications—Commercial Items (Aug 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(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 NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“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.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“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.

“Women-owned small business concern” means a small business concern—

(1) That 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.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. 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) *Veteran-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 as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *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.

(5) *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)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *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.

(7) *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: _____

(8) *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 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 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):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [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 identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), 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)(9)(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: _____.*]

(10) *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 office, 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)(10)(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.

(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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end

product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(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, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the

taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours

during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *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 (l)(3) through (l)(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.

TINs 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 26CFR 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 _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at [26 U.S.C. 7874](#) (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR [9.108](#)).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

Alternate I (Apr 2002). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) 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 2000). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(9)(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.

(XI) FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Mar 2009)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance 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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable 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.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes

payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *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.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *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 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 which reasonably could have been avoided.

(m) *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.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *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.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

(XII) 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Aug 2009) applies to this RFQ:

(a) The Contractor shall comply with the following Federal Acquisition Regulation (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) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that 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:

[52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the contract expiration.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight years.

[52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

[52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)). Alternate II (Oct 2001) of [52.219-9](#).

[52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

[52.219-16](#), Liquidated Damages-Subcontracting Plan (Dec 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

[52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

[52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

[52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

[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](#)).

[52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).

[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](#)).

[52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

[52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

[52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

[52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall 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)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those above in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

(XIII) Addendum: Attachment 1 Non-Disclosure Agreement, Attachment 2 RDS Instructions, Attachment 3 Question and Answers on Draft RFQ

(XIV) There is no DPAS rating assigned to this procurement.

Questions are due on Tuesday September 1, 2009 not later than 12:00 noon Eastern Standard Time via email: solicitations@oa.eop.gov.

Proposals are due on Thursday September 10, 2009 not later than 4:00PM Eastern Standard Time via email to: solicitations@oa.eop.gov and delivered to the RDS facility. RDS Delivery instructions are attachment 2.

There is a 20 MB inbound limit on email attachments and the EOP does not accept zip files.

The Offeror shall submit one (1) official proposal on company letterhead with company identifiers throughout the body of the proposal and one (1) redacted proposal without company identifiers.

Delivery of proposal must be by both email to [solicitations @oa.eop.gov](mailto:solicitations@oa.eop.gov) and CD/DVD and hard copies via FedEx/UPS/other professional delivery method to the RDS facility. Hand delivery to RDS shall be scheduled in advance to meet the proposal date and time as stated above.

Offers shall clearly mark the proposal with: WHO-S-09-0003 Attention: Althea Kireilis.

(XVI) Point of Contact: Althea Kireilis, Contracting Officer, 202-395-3314

Attachment 1



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF ADMINISTRATION
NON-DISCLOSURE AGREEMENT FOR REQUEST FOR QUOTE
WHO-S-09-0003

Company Name: _____

Employee Name: _____

Date: _____

I understand that, during the preparation of the Request for Quote, I may be given access to information on a privileged and confidential basis about specific Executive Office of the President (EOP), Information Technology applications, systems, structures or other information that is that is highly sensitive or non-public.

I hereby agree that I will protect from release or unauthorized disclosure, inadvertent or intentional any and all information furnished to me by the Government as part of this market research effort. I further acknowledge that I am specifically prohibited from publishing, reproducing or otherwise divulging any such information to any unauthorized person or entity in whole or in part. I further acknowledge that, while this information is in my possession, I shall take all reasonable measures to protect it from unauthorized disclosure and to restrict access to those who have a *bona fide* requirement for such access.

I understand that intentional conversion, conveyance or disposal of any official records containing such information may subject me to criminal penalties under Title 18, Section 641 of the United States Code.

Signature

Attachment 2

**Delivery of Items ordered by EOP Components
Required Address and Access Procedures to the Remote Delivery Site (RDS)**

The RDS will only accept deliveries of items (purchased for official government business via a purchase order, credit card, or through a Standard Form 1) if addressed as specified below.

Address to be used for delivery of purchases:

GSD/RDF; plus recipient's name
Anacostia Naval Annex
Bldg 410/Door 123, PO#. For credit card orders use last 5 digits of phone number
250 Murray Lane, SW
Washington, DC 20509

Phone Number: 202-395-5250

Please note:

- Receiving Hours: 8:00 am - 3:00pm Monday – Friday (closed weekends and holidays)
- Mandatory advance delivery notice required (see below).
- Emergency, early or late deliveries must be coordinated in advance with the RDS Supervisor, Stephanie Alonzo or Richard Chasez at 202-392-5250 (see below).
- All packages regardless of address sent via United States Postal Services (USPS) will be processed at the Secondary Facility (additional 3 days) not the RDS.
- Packages that do not follow the address criteria above will be sent to the Secondary Facility for further screening.
- Packages with no name on the box will be refused and returned to the carrier for security reasons.

Delivery Access Requirements to RDS 410:

For security reasons, RDS must submit a roster of all incoming deliveries to Bolling Air Force Base Security Police one day in advance by 3PM.

- Items shipped by carriers other than United Parcel Service (UPS), Federal Express (Fed Ex), Federal Express Ground, DHL, or Air Borne Express (AB) require an appointment for delivery.
- To ensure coordination with Base Security, appointments must be made by 12:00 noon of the business day prior to delivery.
- The shipper must complete the RDS 410 Delivery Appointment Form below, fax it to 202-610-2027, and confirm the appointment date by calling 202-395-5250.
- Directions to the address above cannot be obtained through the internet. Call for directions.
- Shippers must enter the South Gate at Bolling Air Force Base (Exit 1 off 295) and proceed to the inspection station.
- Carriers must be at the Bolling AFB Visitor's Center no later than 2:15pm to be processed to make delivery to RDS by 3pm.
- Requirements upon arrival include:
 1. Driver must have a valid driver's license.
 2. All passengers must have government issued photo identification (driver's license).
 3. No pets allowed.
 4. Valid vehicle registration.
 5. Valid insurance – fleet insurance is not acceptable.
 6. Delivery manifest.
 7. Leased vehicles or trucks making deliveries are required to have the lease agreement as a substitute for registration and insurance. Lease agreement must be in the name of the driver or the carrier company on the manifest.

Emergency Deliveries: Emergency deliveries to the RDS 410 should be extremely limited as it requires the shipper to be signed in at the South Gate Visitor's Center by a sponsor from the RDS and escorted to the final destination, a process of 30 minutes or longer. The WH/EOP pass holder who ordered the material must validate the requirement for an emergency delivery.

Attachment 2 (cont)

RDS 410 Delivery Appointment Form

Desired Delivery Date: _____

Confirmed Appointment Date (to be completed by RDS): _____

Shipping Company's Name: _____

Shipping Company's Point of Contact Name: _____

Shipping Company's Phone Number: _____

Vehicle Information:

* Make: _____

* Model: _____

* Year: _____

* Color: _____

* Tag Number: _____

Driver Information:

* Name: _____

* Date of Birth: _____

* SSN: _____

Passenger 1 Information:

* Name: _____

* Date of Birth: _____

* SSN: _____

Passenger 2 Information:

* Name: _____

* Date of Birth: _____

* SSN: _____

Item Information:

* Company Name: _____

* Purchase Order Number: _____

* End Recipient: _____

* General Description of Item: _____

* Number of pallets or boxes: _____

Upon completion, fax to 202-610-2027. Call 202-395-5250 to confirm receipt and to set up an appointment time.

For questions, please contact Stephanie Alonzo at 202-641-4860 or Richard Chasez at 202-641-4861.

Attachment 3

Questions & Answers on draft RFQ

1. What are the NARA approved formats for storage of data?

Answer: For approved NARA formats please review the information at www.nara.gov

2. Approximately how many sites are controlled by EOP?

Answer: The 7 networks where the EOP currently maintains a presence are:

www.facebook.com/whitehouse

www.twitter.com/whitehouse

www.myspace.com/whitehouse

www.flickr.com/whitehouse

www.youtube.com/whitehouse

www.vimeo.com/whitehouse

www.slideshare.com/whitehouse

3. Is the data collection intended to be a manual process or is a database process (eg. ETL) applicable?

Answer: The proposed solution is intended to be an automated, not manual process.

4. Is there an incumbent currently performing this work (even manually)?

Answer: There is no incumbent the Government staff does this manually.

5. Can you provide expected volumes?

Answer: See the answer to question #2.

6. Will the tool/storage be integrated at EOP or at the vendor's site?

Answer: The government's preference is the vendor's site.

7. Does the EOP prefer a hosted solution, or is this system intended to run on their own internal equipment and network?

Answer: The Government requires a hosted solution.

8. Does the EOP intend in the RFQ to define which NARA standards they intend to use?

Answer: No the EOP will not define which NARA standards apply. The vendors should propose and identify which NARA standards they intend to use and follow.

Attachment 3 (cont.)

9. The Presidential Records Act does not require the storage or archiving of non-EOP content, as such is there a specific reason as to why the content provided on EOP related websites in the form of comments is included in these archiving procedures?

Answer: The PRA includes in its definition of presidential records content “received” by PRA components and personnel. Out of an abundance of caution, we are treating comments made by non-PRA personnel on sites on which a PRA component has a presence as presidential records, requiring them to be captured or sampled.

10. Has NARA’s Electronic Records Archive expressed an interest in public content contributed to EOP websites?

Answer: See the answer to question #9.

11. Since this is a new offering with no incumbent, does EOP intend to offer any budget projections or estimates on levels of staffing?

Answer: No, vendors are requested to provide solutions based upon the Request for Quote and the stated objectives.