

Embassy Newsletter Editor/Writer

UPDATES

08/08/06 – Update per FAC 2005-12 (FAR 52.212-5)

08/03/06 – Change to FAR internet reference **Please remember any US citizen on a Purchase Order must be approved by L/BA.**

7/27/06 – Updated Section 3 and 4 to provide (and evaluation) specific types of information

7/21/06 – Update 652-228-71; no change required by FAC 2005-11

7/10/06 – Change required by FAC 2005-10 (52.212-3, 52.212-5)

06/22/06 – Change required by FAC 2005-9 (update 52.212-5)

2/7/06 - Updated per FAC 2005-07 (update FAR 52.212-5 in full text and FAR 52.212-1)

1/19/06 – Updated per FAC 2005-08 (update FAR 52.212-5)

01/12/06 – Model created and clauses currents through FAC 2005-06

United States Embassy Gaborone, Botswana

Date: September 24, 2015

To: Prospective Quoters

Subject: Request for Quotations number SBC40015Q0005

Enclosed is a Request for Quotations (RFQ) for Embassy Newsletter Editor/Writer If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible offeror submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by Monday, October 12, 2015 on or before 10:00 AM.

Sincerely,

Kevin O'Donnell  
Contracting Officer

Enclosure



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Embassy Newsletter Editor/Writer	26	1		

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
PARTIAL		FINAL		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>		
38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (PRINT)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42b. RECEIVED AT (Location)	
					42c. DATE REC'D (YY/MM/DD)	
					42d. TOTAL CONTAINERS	

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, RFQ NUMBER SBC40015Q0005  
PRICES, BLOCK 23

SCOPE OF SERVICES

The contractor shall complete all work, required under this contract for the editing and production of the Mission community newsletter during the period of performance specified in the next paragraph. The price listed below shall include all labor, materials, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Government will pay the contractor a firm-fixed-price per issue.

NOTICE TO PROCEED AND PERIOD OF PERFORMANCE

This contract includes a Notice to Proceed requirement. This Notice to Proceed will be issued within ten calendar days of award or ten calendar days of receipt of evidence of Defense Base Act (DBA) insurance, if DBA insurance is required.

The performance period under this contract will commence on the date listed in the Notice to Proceed and continue for twelve (12) months as a trial period.

This contract also contains FAR 52.217-9. "Option to Extend the Term of the Contract". This option allows an additional 12 months periods of performance..

BASE YEAR

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	One issue of Embassy Newsletter	issue	26	_____	_____

OPTIONAL YEAR

Continuing twelve months from the expiration of Base Year identified above

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	One issue of Embassy Newsletter	issue	26	_____	_____

Summary Price

Base Year: \_\_\_\_\_  
Option Year: \_\_\_\_\_  
  
**Grand Total:** \_\_\_\_\_

CONTINUATION TO SF-1449, RFQ NUMBER: PR3160503, SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Statement of Work

The contractor/editor produces the Kalahari Star newsletter every other week according to deadline schedule outlined below.

The newsletter is published on a bi-weekly basis and is distributed to the Embassy community. An abbreviated version of the newsletter is distributed to Americans living in Botswana.

The contractor/editor shall write, prepare, edit and submit in final copy for publication, an issue of Kalahari Star no later than 10:00 AM on Thursday of every other week. This newsletter is a bi-weekly publication aimed at the official American community and their families.

The contractor/editor is responsible for writing a bi-weekly community interest article for the front page. Articles submitted to the contractor/editor from U.S. community members may be used with approval of Community Liaison Officer (CLO) and Management Officer (MO). The CLO will provide the contractor/editor with a list of topics on American and Botswana holidays that should be covered with front page article and provide copies of previous Kalahari Star editions for reference.

The contractor/editor will spend one, four-hour period in the Community Liaison Office each week. The purpose of these office hours is to gain a sense of upcoming Mission activities, goals, and priorities so they can be included in the K Star in a timely manner. The editor should also use the office hours to prepare future newsletter issues and update the electronic bulletin board slides. The scheduling of the four-hour office period can change weekly, but will be agreed upon by the CLO Coordinators and the K Star editor.

The contractor/editor will update the electronic bulletin board slides each week and ensure they display correctly on the presentation monitor.

The contractor/editor is responsible for editing all submissions to the newsletter from community members for appropriate content and correct grammatical usage.

The contractor/editor is responsible for obtaining any copyright needed for re-publication of information in the newsletter.

The contractor/editor is responsible for gathering information on Gaborone community events for the newsletter. The contractor/editor is responsible for obtaining photos of at least the four following internal CLO community events for the newsletter: Children's Easter party, 4<sup>th</sup> of July party, Children's Halloween party, and children's Christmas party.

The newsletter's length varies depending upon material available. The minimum length is four pages and the maximum length is twelve pages. Ten pages is the usual length. Editor is responsible for all computer layout of the newsletter using any software agreed upon by CLO and MO and convertible to a PDF file using Adobe Writer.

Not later than 13:00 PM on Wednesday of each week, the CLO and MO shall notify the contractor that the newsletter as submitted is acceptable or will require revisions. If revisions are required, they must be completed and the final newsletter re-submitted to the CLO and MO not later than 10:00 AM on Thursday of the week.

The newsletter shall be published electronically via e-mail, issued by the CLO and MO, as well as in hardcopy if there is any need for the hardcopy. Use of color and graphics shall be at the discretion of the contractor/editor, subject to the CLO and MO's review of suitability for e-mail publication.

Editor is responsible for monitoring email account to which members of the community can submit articles for publication, or to which they can send correspondence regarding the newsletter.

If the editor will not be able to produce the newsletter due to vacation, the editor is responsible for making a good faith effort to find a temporary replacement editor to stand in and produce those issues of the newsletter.

### **Bi-Weekly Production Deadlines:**

Tuesday, by 10:00 AM Receipt of information from community members and CLO to include in that week's newsletter

Wednesday, by 10:00 AM Editor sends via e-mail draft of newsletter to CLO and MO for review and approval.

Wednesday, by 13:00 PM CLO and MO respectively send approval to editor along with any edits needed.

Thursday, by 10:00 AM Editor e-mails final newsletter to CLO for distribution.

### **Invoices**

Invoices shall be submitted monthly to the following address and shall bill for the number of newsletters published during that period.

Invoices shall be submitted to the following address:

Att. B&F  
American Embassy Gaborone  
P O Box 90  
Gaborone, Botswana

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (SEP 2005), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-4

None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (AUG 2006)

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:

52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public 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:

<u>Clause Number and Title</u>
(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
(2) – (14) [Reserved].
(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
(22) – (24) [Reserved].
(25) 52.225-5, Trade Agreements (JUNE 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

	(27) – (30) [Reserved].
	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
	(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
	(ii) Alternate I (APR 2003) of 52.247-64.

(c) [Reserved]

(d) 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.

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 the performance period of the contract or within 30 days after funds for the option year become available, whichever is later. The contract will be for one year (26 issues). At the end of the base year, the contract will be renewable for an additional year contingent upon a review of the work by the embassy and the continued interest of the contracting editor. After completion of a second year the contract will be opened for bidding again.

(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 two (2) years.

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (such as, Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

Under Section 8(a), the following types of activities are not forbidden “compliance with the boycott,” and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

Complying or agreeing to comply with requirements:

Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in

the normal course of business, are identifiable by source when imported into the boycotting country;

Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and two (2) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the CLO or MO.

### **SECTION 3 - SOLICITATION PROVISIONS**

52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2006), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

#### **ADDENDUM TO 52.212-1**

A. Summary of instructions. Each offer must consist of the following:

A.1. *A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.*

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of an individual assigned to this project who understands written and spoken English;

(2) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(3) Previous list of clients, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services previously then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(6) The offeror's strategic plan for newsletter editing (Note to CO: Insert the services which shall be performed) services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

#### ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

##### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

CLAUSE

TITLE AND DATE

52.214-34

Submission of Offers in the English Language (APR 1991)

ACQUISITION METHOD

The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR).

**SECTION 4 - EVALUATION FACTORS**

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) Technical Acceptability. Technical acceptability will include an evaluation of information defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.
- c) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) Responsibility Determination. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUNE 2006)

(a) [Reserved]

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

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

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

(3) Taxpayer Identification Number (TIN).

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

Sole Proprietorship;

Partnership;

Corporate Entity (not tax-exempt);

Corporate Entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other – US citizen dependent - spouse

(5) Common Parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent;

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

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

(c) – (d) [Reserved]

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

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (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; and

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

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(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)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) 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 (b) through (i) 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.]*