

SIMPLIFIED ACQUISITION

THIS DOCUMENT CONSISTS OF INFORMATION APPLICABLE TO THE SOLICITATION/REQUEST FOR QUOTATION. SUBMISSION OF AN OFFER CERTIFIES THAT THE VENDOR HAS READ AND AGREES TO THE TERMS AND CONDITIONS AND OTHER SECTIONS CONTAINED HEREIN. REQUIRED CERTIFICATIONS CONTAINED IN THIS DOCUMENT MUST BE DOWNLOADED, COMPLETED AND FAXED BACK WITH THE OFFER.

THE FOLLOWING SECTIONS ARE:

CONTRACT ADMINISTRATION INFORMATION

TERMS AND CONDITIONS – SIMPLIFIED ACQUISITION

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

INSTRUCTIONS, CONDITIONS, AND NOTICES

CONTRACT ADMINISTRATION DATA

- | | |
|--|-----------------------------|
| 1. Contracting Officer (CO) | As shown in CBD ad |
| 2. Contracting Officer's Representative (COTR) | To be announced after award |

The COTR is the CO's official representative for the purpose of conducting routine day to day monitoring of the services performed under this contract. This individual has the full authority to act on all matters except changes, disputes, or terminations **WHICH REMAIN THE SOLE RESPONSIBILITY OF THE CO.**

- | | |
|-------------|---|
| 3. Invoices | U.S. Government Printing Office
Comptroller
732 North Capitol Street NW
Mail Stop: FMCS
Washington, DC 20401
(202) 512-0874 - LOCAL
1-800-BILLGPO (1-800-245-5476)
NON-LOCAL |
| 4. Payment | Payments under this contract will be made by the Government by electronic funds transfer (EFT). If EFT information has not been provided previously, please call 1-800-BILLGPO. |

TERMS AND CONDITIONS-SIMPLIFIED ACQUISITION (OTHER THAN COMMERCIAL ITEMS)

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.

FAR changes apply to solicitation issued on or after the effective date of the change.

Also, the full text of a clause may be accessed electronically at this/these address(es)

www.arnet.gov/far
www.gpo.gov

The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference: The clause listed below implement provisions of law or Executive order:

(i) 52.222-3 Convict Labor (Aug 1996)

Listed below are additional clauses that apply:

(i) 52.225-13 Restrictions on certain Foreign Purchases (July 2000)

(ii) 52.232-1 Payments (Apr 1984)

(iii) 52.232.11 Extras (Apr 1984)

(iv) 52.244-6 Subcontracts for Commercial Items and Commercial Components (May 2002)

(v) 52.253-1 Computer Generated Forms (Jan 1991)

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

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

(i) 52.222-20 Walsh Healy Public Contracts Act (Dec 1996) (Applies to supply contracts over \$10,000)

(ii) 52.222-26 Equal Opportunity (Apr 2002) (Applies to contracts over \$10,000)

(i) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Dec 2001)

(ii) 52.222-36 Affirmative Action for Workers with Disabilities (June 1998) (Applies to contracts over \$10,000)

(iii) 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Dec 2001) (Applies to contracts over \$10,000)

(iv) 52.222-41 Service Contract Act of 1965, As Amended (May 1989) (Applies to Service Contracts over \$2500)

(v) 52.223-5 Pollution Prevention and Right-To-Know Information (Apr 1998) (Applies to services performed on Federal Facilities)

(viii) 52.225-1 Buy American Act (May 2002)

(ix) 52.232-34 Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999)

Listed below are additional clauses that may apply:

(i) 52.209.6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (July 1995)

(ii) 52.211-17 Delivery of Excess Quantities (Sept. 1989)

(ii) 52.247-34 F.O.B. Destination (Nov 1991)

INSPECTION/ACCEPTANCE – The contractor shall tender for acceptance only those items that conform to the requirements of this contract. The government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require the repair or replacement of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights—

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

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

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.

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

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.

DISCOUNTS FOR PROMPT PAYMENT - Prompt payment discounts offered by bidders will be applied by the Government as follows:

(a) Evaluation

- (1) Unless otherwise provided in the specification, prompt payment discounts offered for payment within less than 20 calendar days will not be considered in evaluating bids for award.
- (2) When prices are offered in response to an IFB/RFQ, any prompt payment discount which is eligible for consideration in the evaluation of bids (i.e., for a period of 20 days or more) will be applied directly to the prices offered.
- (3) When the IFB/RFQ contains basic prices and the bid consists of the basic prices plus a percentage or the basic prices minus a percentage, such percentage will be applied first to determine the evaluated price offered. An eligible prompt payment discount will be applied directly to the evaluated price offered.

(b) Payment

- (1) When the prompt payment discount is earned by reason of payment within the offered prompt payment period, the full discount will be deducted whether or not it was eligible.
- (2) When payment is made after the expiration of the prompt payment discount period and the offered promptly payment discount exceed 5 percent any percentage in excess of 5 percent will be considered by the Government to be a special discount which the bidder or offeror agrees that the Government will be entitled to regardless of when payment is made.
- (3) For the purpose of earning the discount, time will be computed from the time a correct invoice is received by the GPO to the date indicated on the Government check.

DISPUTES - Except as otherwise provided in the contract, a question of fact related to the contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall make his/her decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 90 days from the date of receipt of such copy, the Contractor mails or otherwise furnished to the Contracting Officer a written appeal addressed to the Public Printer. The decision of the Public Printer, or a duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

This "Disputes" article does not preclude consideration of law questions in connection with decisions provided for in the paragraph above: Provided, that nothing in the contract shall be construed as making final the decision of any administration official, representative, or board on a question of law.

SERVICE OF PROTEST

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Director, Materials Management Service, U.S. GPO, (MM), Washington, DC 20401.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

PROTEST AFTER AWARD

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either-

- (1) Cancel the stop-work; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's right to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as a result of the contractor's intentional misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained and the Government pays cost, as provided in 4(c)(2) or 6(h)(1) of GPO Instruction 305.7, the Government may require the contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, the Government may collect this debt by offsetting the amount against any payment due the contractor under any contract between the contractor and the Government.

WARRANTY - EQUIPMENT

1. Notwithstanding inspection and acceptance by the Government of the equipment furnished under this contract, or any provisions of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of one year after the date of acceptance all equipment furnished under this contract will be free from defects in workmanship or material and will conform to the specifications and all other requirements of the contract, and that upon written notice from the Contracting Officer issued within the warranty period he shall promptly furnish all labor and material to replace or correct the defective equipment,

It without cost to the Government. All transportation charges and responsibility for the equipment while in transit shall be borne by the Contractor.

2. Within 72 hours after receipt of notice from the Contracting Officer, the Contractor shall advise the Contracting Officer concerning the correction, replacement or disposition of the defective equipment.
3. If the Contractor fails or refuses to correct or replace the nonconforming equipment within a period of 7 days from receipt of notice (or such longer period as the Contracting Officer may authorize in writing) the Contracting Officer may, by contract or otherwise, correct or replace them with similar equipment and charge the Contractor with all costs occasioned the Government thereby.
4. All labor and material furnished pursuant to this clause shall be subject to all of the provisions of this clause to the same extent as the material originally delivered.
5. The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.
6. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "disputes" clause of this contract.

WARRANTY - SERVICES

a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor WITHIN 90 DAYS FROM DATE OF ACCEPTANCE BY THE GOVERNMENT. This notice shall state either--

(1) That the Contractor shall correct or re-perform any defective or nonconforming services; or

(2) That the Government does not require correction or re-performance.

(c) If the Contractor is required to correct or re-perform, it shall be at no cost to the Government, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

1. SMALL BUSINESS CONCERN REPRESENTATION
2. TAXPAYER INFORMATION
3. WALSH-HEALY PUBLIC CONTRACTS ACT REPRESENTATION
4. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
5. AFFIRMATIVE ACTION COMPLIANCE
6. CERTIFICATION OF NONSEGREGATED FACILITIES
7. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
8. CONTRACTOR ELECTRONIC FUND TRANSFER (EFT) CERTIFICATION
9. BUY AMERICAN ACT CERTIFICATE

Name and Address of Offeror	Date of Offer
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"SOLICITATION" MEANS "INVITATION FOR BIDS" IN SEALED BIDDING AND "REQUEST FOR PROPOSAL" OR "REQUEST FOR QUOTATION" IN NEGOTIATION.

"OFFER" MEANS "BID" IN SEALED BIDDING AND "PROPOSAL" IN NEGOTIATION.

"OFFEROR" MEANS THE PERSON OR FIRM SUBMITTING THE OFFER.

THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (CHECK APPROPRIATE CIRCLE AND FILL IN BLANKS.)

1. 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (Apr 2002) (DEVIATION FAR 52.219-1)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

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

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

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

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

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

e 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 o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(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.

(c) *Definitions.* As used in this provision

wned small business concern"-

(1) Means a small business concern

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 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 the size standard in paragraph (a) of this provision.

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

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 small business concern" means a small business concern

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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

((b)(2) of this provision.] The offeror shall check the category in which its ownership falls

2. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) The offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) 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 U.S.;

() Offeror is an agency or instrumentality of a foreign government.

() Offeror is an agency or instrumentality of a Federal, state, or local government;

() Other. State basis.

(d) Corporate Status.

() Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

() Other corporate entity;

() Not a corporate entity;

() Sole proprietorship;

() Partnership;

() Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

() Name and TIN of common parent:

NAME

TIN

ITEMS 3, 4, 5, AND 6 NEED TO BE CHECKED ONLY IF OFFER EXCEEDS \$10,000 IN AMOUNT.

3. 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION (DEC 1996)

(Applicable to supply contracts unless exempted by the Secretary of Labor.)

As prescribed in 22.610, insert the following clause in solicitations and contracts covered by the Act:

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

4. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that

(a) It o has, o has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It o has, o has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards

5. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to contracts which include the clause at FAR 52.222-26, Equal Opportunity, except for construction contracts.)

The offeror represents that --

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

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

6. 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

7. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

offeror's [insert full name of person(s) in the organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

8. ELECTRONIC FUND TRANSFER CERTIFICATION

IMPORTANT NOTICE

Effective January 1, 1999, payments on all GPO purchase orders will only be made by electronic fund transfer (EFT) unless you are granted a waiver. A waiver can only be granted if you certify below in writing that you do not have an account with a financial institution or an authorized payment agent and return the certification to the Contracting Officer. If you need to establish EFT, contact Leo Clow, 202-512-0864.

REQUEST FOR WAIVER/CONTRACTOR CERTIFICATION

I certify that I do not have an account with a financial institution or an authorized payment agent.

Signature _____

Date _____

If you do not currently have a bona fide account with a financial institution, you are requested to make arrangements for such an account as in the near future, all payments from the Federal Government shall be made only by EFT.

Buy American Act.

The Buy American Act (41 U.S.C. §§ 10a-10d) provides that the Government give preference to domestic end products.

(a) Definitions. (1) "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

(2) "Domestic end product," as used in this clause, means (i) an unmanufactured end product mined or produced in the United States, or (ii) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

(3) "End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under the contract.

(4) "Foreign offer," as used in this clause, means an offered price for a foreign end product, including transportation to destination and duty (whether or not a duty-free entry certificate is issued).

(b) The contractor shall deliver only domestic end products, except those-
or use outside the United States;

(2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality;

(3) For which the Public Printer determines that domestic preference would be inconsistent with the public interest; or

(4) For which the Public Printer determines the cost to be unreasonable.

(c) The offered price of a domestic end product will be determined unreasonable by the Public Printer when the lowest acceptable domestic offer exceeds the lowest acceptable foreign offer, inclusive of duty, by-

(1) More than 6 percent, if the domestic offer is from a large business that is not a labor surplus area concern; or

(3) More than 12 percent, if the domestic offer is from a small business concern or any labor surplus area concern.

Buy American Act Certificate

- a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act" and that 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.

b) Foreign End Products:

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

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures set forth in the clause entitled Buy American Act contained in this solicitation.

INSTRUCTIONS, CONDITIONS AND NOTICES

1. **Instructions to Offerors – Competitive Acquisition**
2. **Site Visit**
3. **Facsimile Quotes**

1. FAR 52.215-1 Instructions to Offerors--Competitive Acquisition (May 2001).

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

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

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

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

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

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

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

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

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

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

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

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend:
This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend:
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

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

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

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

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

(iii) A summary of the rationale for award; and

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

2. FAR 52.237-1 SITE VISIT (Apr 1984)

(Applies when services other than construction are to be performed on Government installations.)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

3. FACSIMILE QUOTES

- A. Definition. "Facsimile proposal" as used in this provision, means a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- B. Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- C. The telephone number to receive facsimile quotes is 202-512-0975.
- D. If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document
 - (1) The Contracting Officer shall immediately notify the offeror and permit the offeror to resubmit the proposal.
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- E. The government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal