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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 SCOPE OF CONTRACT

Independently and not as an agent of the Government, the Contractor shall provide the necessary qualified personnel, material, equipment, supplies, facilities, and services to produce tables of bibliometric indicators for inclusion in the biennial publication, Science & Engineering Indicators, in accordance with Section C.

B.2 ESTIMATED COST AND FIXED FEE

The estimated cost of this contract is [*to be completed at time of award*], exclusive of the fixed fee of [*to be completed at time of award*]. The total estimated cost and fixed fee is [*to be completed at time of award*].

B.3 PAYMENT OF FIXED FEE

Fixed fee shall be paid as it accrues in monthly increments. Each increment thus payable shall be in an amount which will bear the same proportion to the total amount of fixed fee as the amount of cost billed bears to the total estimated cost of performance of the contract.

B.4 COMPENSATION FOR DIRECT AND INDIRECT COSTS

The costs of performance of this contract are defined as the necessary direct costs incurred during the period of performance of this contract and an amount for applicable indirect costs. Allowability of costs and cost allocation methods shall be determined in accordance with Part 31 of the Federal Acquisition Regulations.

B.4.1 BILLING RATES

The Contractor shall be reimbursed for indirect costs at the following billing rate(s) subject to appropriate adjustment when the final rate(s) for the contract period are established.

<u>Type</u>	<u>Rate</u>	<u>Base</u>
Overhead		
G&A		
[to be completed at time of award]		

In order to avoid substantial overpayment or underpayment, the Contractor may request adjustments to the billing rates. Requests for adjustments shall be submitted to the Contracting Officer at the address in Section B.4.2 below and based on the Contractor's actual cost experience and/or negotiated indirect cost rate agreements with the Contractor's cognizant federal agency (*refer to FAR 42.003*). In the event an agreement cannot be reached, the billing rates will be determined unilaterally by the Contracting Officer.

B.4.2 FINAL INDIRECT COST RATES

In compliance with FAR clause 52.216-7 "Allowable Cost and Payment," the Contractor shall submit on an annual basis, and not later than 6 months after the expiration of the Contractor's fiscal year, a final indirect cost rate proposal for the preceding fiscal year. Copies shall be submitted to the Contractor's cognizant federal agency or auditor (*refer to FAR 42.003 and 42.101*). If the Contractor does not have a cognizant federal agency or auditor, copies of final indirect cost rate proposals shall be sent to the Government official named below, who shall negotiate on behalf of the Government in accordance with FAR 42.705-1.

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National Science Foundation
Division of Contracts, Policy and Oversight
4201 Wilson Boulevard, Suite 475
Arlington, VA 22230

Within 120 days after the settlement of the final indirect cost rates covering the year in which the contract is physically complete (or longer if approved in writing by the Contracting Officer), the Contractor shall submit a final indirect cost rate adjustment invoice or voucher to reflect the settled amounts and rates.

B.4.3 QUICK CLOSEOUT PROCEDURES

The Government intends to follow quick closeout procedures if the conditions of FAR 42.708 are applicable.

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SECTION C -- DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1 BACKGROUND

In accordance with Sec.4 (j)(1) of the National Science Foundation Act of 1950, as amended, the National Science Board (NSB) transmits to the President and to the Congress, biennially, by January 15, a statistical report on science and engineering in the United States. This report, entitled, Science & Engineering Indicators (S&EI), was first published in 1972; the latest in this series will be released in early 2000.

Responsibility for preparing the S&EI volumes rests with the Division of Science Resources Studies (SRS) of the National Science Foundation (NSF). An NSB committee provides overall direction in the design, contents, and emphases of the reports. SRS staff analysts use data from a variety of sources in compiling the document, most notably from SRS's own on-going surveys of R&D funding and personnel.

Since the first S&EI volume in 1972, the NSB has required that it contain measures scientific output derived from scientific literature. The measures included have expanded over the years from simple publication and citation counts by country, to a variety of sectoral output measures, as well as measures of scientific process and organization such as co-authorship and citation patterns in and across various disciplines, sectors, and countries. In S&EI-93, four charts and 9 pages of appendix tables covered published articles by field and sector and country shares of scientific literature. In S&EI-98, 9 charts and text tables and 73 pages of appendix tables expanded the coverage of bibliometric variables: scientific articles by field and country, sector of performance, national and international co-authorship, citations in scientific literature and patents, and relations to the GDP.

Several computerized sources of data on international scientific literature are available, such as the abstracting services of scientific societies and the French literature database, "PASCAL". Over the years, however, the NSF's Indicators work has been based on science literature data derived from the Science Citation Index (SCI), which is owned and compiled by the Institute for Scientific Information (ISI) of Philadelphia. Only the SCI database includes citations to articles as well as the articles themselves, thus providing for the possibility of quantitative impact analysis of scientific work.

NSF is seeking innovative approaches to the creation of the science literature-based output indicators necessary for the S&EI volumes. The NSF is soliciting proposals for powerful, economical and compelling characterizations of the policy-relevant variables of concern as described in the Statement of Work below. These may be realized either by continuing to work with the SCI data base to improve the production process and the final products, or, they may involve use of different data bases and the creation of new forms of the indicators specified in the Statement of Work.

C.1.2 OBJECTIVES

The objective of the contract is to acquire the services of a Contractor to either update and extend the National Science Foundation's current time series indicators, or to produce new series using equally appropriate or more appropriate measures. The services to be provided include but are not limited to the following:

1. Production of time-series data through 1999 or beyond for use in S&EI-2002 and through 2001 or beyond for use in S&EI-2004.
2. Preparation of summary tables in electronic form suitable for analysis, such as spreadsheet files ready to use in a standard spreadsheet program, as well as in hard copy. **Note: Acceptable electronic form means formats compatible with Microsoft Excel 97 or similar commercial off-the-shelf application software.**
3. Preparation of detailed tables for delivery in electronic form (*see note under item 2 above*).
4. Provision of special tabulations and/or analyses of bibliometric indicators and related topics.
5. Preparation and submission of a final report documenting the procedures followed and the problems encountered in handling the database and producing the measures required.

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C.1.3 TASKS TO BE PERFORMED

Independently, and not as an agent of the Government the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the tasks identified below.

NOTE: Offerors are advised that proposed choices of databases and of measures must be clearly described in adequate detail so as to allow for meaningful evaluation of the proposal.

1. The Contractor shall produce time-series data through 1999 or beyond for use in S&EI-2002 and through 2001 or beyond for use in S&EI-2004.

The data for S&EI-2002 shall be delivered on or before June 30, 2001. They will include data processed for the years 1981 through 1999, or beyond, **(or span at least a decade if a new database is proposed.)**

The data for S&EI-2004 shall be delivered on or before June 30, 2003. Data shall have been processed for the years 1981 through 2001, or beyond, **(or span at least a decade if a new database is proposed.)**

2. The Contractor shall produce summary tables suitable for inclusion in Science and Engineering Indicators from the database, as well as extensive detailed tables. Up to twenty summary tables will be specified by the Contracting Officer's Technical Representative (COTR) for each edition of S&EI. The Contractor shall deliver the tables in accordance with the delivery dates specified in Task 1 above. The Contractor shall deliver to the COTR all measures calculated under this contract. The measures shall be delivered in a form that facilitates NSF staff analysis, e.g., spreadsheet files ready to use in a standard spreadsheet program (*see note under item 2 of Section C.1.2*). Summary tables and detailed tables are available on the SRS Website <http://www.nsf.gov/sbe/srs/stats.htm> and in Science and Engineering Indicators 1998.

The Contractor shall develop national statistics for all countries, and selected groups of countries that are listed in Science and Engineering Indicators 1998. Although subfields may be different, the broad field groupings shall be the same as the major fields used in the current time series. These fields and the current subfields are listed in Science and Engineering Indicators 1998.

NOTE: This requirement does not preclude the proposal of innovative additional policy-relevant configurations of nations. The proposed method for determining subfield identification should be justified specifically in offeror's proposals.

3. The Contractor shall prepare detailed tables for delivery in electronic form (*see note under item 2 of Section C.1.2*). The Contractor shall prepare and submit layouts of these tables or files in hard copy for review and approval by the COTR.
4. Bibliometric Indicators

- (a) Publication Count Indicators

These indicators shall include time series of publication counts by:

- (1) Nation by field and subfield, with world totals and selected summary aggregations;
- (2) Sector by field within U.S., with U.S. sector totals;
- (3) Most active (top 100) institutions, by U.S. sector, field and sub-field – Series; and
- (4) All U.S. institutions by sector, field and subfield.

- (b) Indicators of Use

These indicators shall include citation measures, both raw counts and counts normalized by number of target publications, for:

- (1) Nation (i.e., cross-national citation) by field;
- (2) Sector (i.e., cross-sector citation, within the U.S.) by field; and
- (3) U.S. performer institutions by field

- (c) Indicators of Collaboration

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- (1) Cross-national co-authorship by field
- (2) Cross-sector co-authorship within the U.S. by field

(d) Indicators of Interdisciplinary Connections

(Indicators under this task shall be limited to countries and aggregations listed in Science and Engineering Indicators 1998)
These indicators shall include citation measures aggregated across field and subfield boundaries for:

- (1) Major nations and selected groups of nations
- (2) Sectors of the U.S. economy

5. Technical Support

The Contractor may be required, from time to time, to provide technical support necessary to the processing and statistical analyses of data in response to special requests from the Contracting Officer. It is anticipated that the technical support to be provided during the period of the contract will require approximately 600 person hours and associated computer time to supply special tabulations in response to user requests as described below.

Note: The estimate of the person hours reflected for the technical support is information which is advisory only and is not to be considered as the sole basis for the development of a proposal. Sufficient detail of the proposed approach to task accomplishment must be reflected in the proposal.

The Contractor may be required to provide NSF with computer assistance in handling specialized requests requiring tabulations or statistical analysis from the database. As this source of scientific output indicators extends over time, it draws the attention of scholars and policy analysts, as well as providing a resource for new indicators development.

It is anticipated that this user demand will require NSF to be able to obtain special data summaries and statistical analyses in a timely and competent manner. The COTR will coordinate all such requests and ensure that the Contractor receives sufficient written guidelines for completing each task.

As each need for special data summaries arises, the COTR will review the data requirements with the Contractor. The Contractor will then prepare a brief memorandum describing the outputs requested, and estimating the necessary time and costs, as well as its effect on existing work schedules established in the contract. No work will proceed until written approval has been received from the Contracting Officer. All charges for work performed under this task must state explicitly that the work was performed under this heading.

6. Data File Maintenance

The Contractor shall maintain machine-readable output data files for each of the indicators provided under the contract. These output files shall contain all information necessary to produce the indicators. In addition, the Contractor shall produce and maintain a Master file of all these output data files, and a set of data extraction programs with which data from any combination of file elements can be extracted upon request. The Master file shall be delivered to the COTR 30 calendar days after completion of the project. The preferred medium of data delivery is an IBM standard label cartridge; however, prevailing industry standard data delivery media will be acceptable.

Upon submission to and acceptance by the COTR, these files shall become the property of the Government.

7. Updating the Journal Set

NOTE: Although offerors may propose to update the current indicators, or a new set of indicators, the eventual Contractor will be required to perform the following:

The Contractor shall propose and develop a process for updating the journal sets used, including the assignation of journals to fields/subfields; or, if other means are used for assigning articles to fields, appropriate updating of these. (*See Reference 1 for problems of updating journal coverage in recent indicators.*) The Contractor shall develop a clearly defined approach for connecting the new data series with the previous one, i.e., for bridging the two time series.

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8. Social and Behavioral Bibliometrics

The Contractor shall develop bibliometric indicators for social and behavioral sciences fields.

NOTE: Offeror's proposals must include a detailed description of the process to be used in developing the indicators. The proposal should also describe fields to be covered, problems anticipated, sources of data and coverage.

9. Performance Measures for the U.S.

The Contractor shall develop bibliometric indicators that are designed to measure U.S. performance in science and engineering at the organizational, Federal Agency and national levels.

NOTE: Offeror's proposals shall describe and discuss how they plan to develop performance measures for NSF and other agencies (NSF, NIH, et. al.) and sectors of the U.S. economy to be covered by the indicators.

10. Use of the Literature Base Beyond Science

The Contractor shall develop indicators that are designed to measure the use of the scientific and technical literature, not in further scientific research, but in applications beyond scientific inquiry.

NOTE: One such set of measures that has been used is the citation of articles on the face sheets of patents. This and other suitable sets of indicators can be proposed.

NOTE: Offerors may propose additional measures such as trends in interdisciplinary/multidisciplinary research and their subsequent use in new or other fields or applications beyond scientific inquiry.

Offeror's proposals should include a discussion of the choice of suitable aggregation categories (e.g., by sector, field, source of support, performing institution, etc.) for this task.

REFERENCE 1.

Kimberly A. Stevens, Updating and Maintaining Fourteen Bibliometric Data Series through 1986. CHI Research/Computer Horizons Inc., 10 White Horse Pike, Haddon Heights, NJ 08035, January 17, 1990.

NTIS PB 90-259474/XAB. \$28.- (Phone: 703-487-4650)

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SECTION D – PACKAGING AND MARKING

D.1 PACKAGING OF DELIVERABLES

Unless otherwise specified, all items shall be packaged and packed in accordance with normal commercial practices. If magnetic media is involved, packaging shall be clearly marked identifying the contents as such and with a warning for protection against exposure to magnetic fields or temperature extremes. All deliverables shall be clearly marked or labeled on the outside of the package with the identifying contract number, addressee, and description of the deliverable.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 EVALUATION AND ACCEPTANCE

The Contracting Officer's Technical Representative (*refer to Section G.3*) will evaluate and accept services delivered under this contract. Evaluation and acceptance will take place at 4201 Wilson Boulevard, Arlington, VA 22230.

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SECTION F -- Deliveries or Performance

F.1 PERIOD OF PERFORMANCE

The contract will have an anticipated performance period of 60 months and is expected to be awarded by March 7, 2000.

F.2 REPORTING REQUIREMENTS

F.2.1 TECHNICAL REPORTS

In addition to those reports required by the other terms of this contract, the Contractor shall prepare and submit the following reports in the manner stated below and in accordance with Section F.4 DELIVERABLES of this contract. All reports shall include, but not be limited to, a detailed description of:

- Analyses, studies and results;
- Operating limitations and recommendations, if applicable;
- Test results, if applicable;
- All processes, techniques and procedures developed under this contract;
- All negative as well as positive results obtained;
- Sketches and schematics as necessary to clarify and amplify; and
- Recommendations and/or conclusions.

Monthly Progress Reports. This report shall include a description of the activities during the reporting period, and the first activities planned for the ensuing reporting period. The reporting period consists of the first full month of performance plus any fractional part of the initial month. Thereafter, the reporting period shall consist of each calendar month.

Annual Progress Report. The Contractor shall prepare and submit an annual progress report covering work performed during each contract year. The contract year shall commence on the effective date of the contract. The report is to include a summation of the results of the entire contract work for the period covered. An annual progress report will not be required for the period when the final report is due.

The Contractor shall provide the COTR with 4 copies of the annual report in draft form 15 working days prior to the delivery date for the final version of the annual report. The COTR will review the draft report and provide the Contractor with comments within 5 working days after receipt. The Contractor shall correct the annual progress report, if necessary and deliver the final version in accordance with Section F.4 DELIVERABLES of this contract.

Final Report. The final report is to include a summation of the work performed and results obtained for the entire contract period of performance. This report shall be in sufficient detail to present a concise and factual discussion of the routine and special activities conducted under this contract, major technical findings from analyses performed hereunder, procedures followed, problems encountered and solutions considered and implemented, suggestions for improvements, and special accomplishments during the period of the contract. The report shall provide sufficient depth and understanding to allow other organizations to replicate the work performed hereunder, and to serve as a base for further developments or operational undertakings. The Contractor shall maintain up-to-date records of all work results, developments, accomplishments, computations, etc. for the preparation of the report.

The Contractor shall provide the COTR with 5 copies of the final report in draft form 15 working days prior to the delivery date for the final version of the final report. The COTR will review the draft report and provide the Contractor with comments within 5 working days after receipt. The Contractor shall correct the final report if necessary, and the final version delivered in accordance with Section F.4 DELIVERABLES of this contract.

Verbal Reports and Liaison. The Contractor will meet on a regular basis with the COTR to review progress to date on all tasks and to exchange views, ideas, and information concerning the methods and content of the work. The Contractor will also make a formal presentation including the use of appropriate visual aids, at the time of submission of the quarterly and final report.

When requested by the COTR, the Contractor will arrange to have its consultants and subcontractors in attendance at those meetings which deal with their specific assignments and area of specialty. In addition, at the request of the COTR, the Contractor will set up on-site meetings for the program staff with the Contractor's professional personnel and its consultants and subcontractors.

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F.2.2 BUDGET AND EXPENDITURE REPORTS

The Contractor shall prepare and submit on a monthly basis 3 copies of a report that details expenditures by cost category. The content of the report shall be limited to the following reporting categories and levels:

- direct labor hours (by labor category)
- direct labor costs (by labor category)
- overhead
- other direct costs
- general & administrative expense
- FCCM
- fee

F.2.3 SUBCONTRACTING PLAN REPORTS

When FAR clause 52.219-9 Small Business Subcontracting Plan (*referenced under Section I.1*) is applicable, the Contractor shall submit semiannually 2 copies of the SF 294, Subcontracting Report for Individual Contracts to the Contracting Officer not later than 30 days after the close of the reporting periods (*March 31 and September 30 of each year*). The Contractor shall also submit annually 2 copies of the SF 295, Summary Subcontract Report to the Contracting Officer not later than 30 days after the close of the reporting period (October 1 through September 30 of each year).

When FAR clause 52.219-25 Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (*referenced under Section I.1*) is applicable, the Contractor shall submit semiannually 2 copies of the OF 312, Small Disadvantaged Business (SDB) Participation Report (*or the same information in the Contractor's own format*) to the Contracting Officer not later than 30 days after the close of the reporting periods (*March 31 and September 30 of each year*).

Copies of report forms may be obtained at the following URL: <http://www.gsa.gov/forms/forms.htm>

F.3 TRANSMITTAL OF REPORTS

All written reports shall be submitted with a letter of transmittal in the specified number of copies to the addresses indicated below:

<u>No. of Copies</u>	<u>Addressee</u>
1	National Science Foundation, CPO – Contracts Branch (see block #7 of the SF26 cover page of the contract)
*	NSF, Attn: [COTR] (<i>Complete address will be incorporated into Section G.3</i>)

* Number of copies as specified in the report instructions.

F.4 DELIVERABLES

The Contractor shall produce and provide the deliverables specified below in accordance with the schedule of delivery.

<u>Deliverable</u>	<u>Delivery Date</u>
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[This table will be completed at the time of contract award.]

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SECTION G -- Contract Administration Data

G.1 INVOICE AND BILLING INFORMATION

(a) In order to initiate payment, the Contractor shall submit proper invoices for reimbursement in the manner and format described herein. One original and three copies are required. The following data must be included in an invoice for it to constitute a proper invoice:

- name of Contractor and invoice date;
- contract number, or other authorization for delivery of property or services;
- description, price, fee (if applicable), and quantity of property and services actually delivered or rendered;
- shipping and payment terms;
- name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- other substantiating documentation or information as required by the contract.

(b) The Contractor may use its own form, but all the above information must be on the invoice. However, it is preferred that vouchers be submitted on the Government Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal - Continuation Sheet." These forms are available from the Government Printing Office, 710 N. Capitol Street, Washington, DC 20801.

(c) Upon completion of the required work, the Contractor shall submit a completion invoice in compliance with FAR clause 52.216-7 entitled, "Allowable Cost and Payment" incorporated by reference under Section I of this contract. This completion invoice must be clearly marked as such and be submitted promptly upon completion of the work, but no later than one year from the completion date of this contract.

(d) The Contractor shall submit the original completion invoice to the Contracting Officer for approval. All other invoices shall be submitted to the National Science Foundation, Division of Financial Management, Accounts Payable Section, Suite 575, 4201 Wilson Boulevard, Arlington, VA 22230.

G.2 PAYMENT INFORMATION

(a) Payments of invoices and vouchers shall be subject to the withholding provisions of this contract.

(b) Payments under the contract will be made either by check or by wire transfer through the Treasury Financial Communications System, at the option of the Government.

(c) For payments by check, the Contractor shall furnish to the Contracting Officer within ten (10) days of award the full name (where practicable), title, telephone number, and complete mailing address of responsible official to whom check payments are to be sent.

(d) For wire transfers, the following bank accounting information is required:

- name of the receiving bank;
- city and state of the receiving bank; and
- American Bankers Association (ABA) nine-digit identifier of the receiving bank.

G.3 COTR DESIGNATION AND AUTHORITY

(a) The Contracting Officer has designated [*to be designated at the time of contract award*] as the Contracting Officer's Technical Representative (COTR) under this contract.

(b) The COTR is responsible for administering the performance of work under this contract. IN NO EVENT, however, 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 formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

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(c) The COTR may give technical direction to the Contractor which fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the contract. To be valid, technical direction by the COTR:

- must be consistent with the general scope of work set forth in this contract;
- may not constitute new assignment of work nor change be expressed terms, conditions or specifications of this contract; and
- shall not constitute a basis for any increase in the contract estimated cost, or extension to the contract delivery schedule.

(d) In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this Contract entitled "Changes", the Contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the Contractor's receipt of such direction. Such notice shall:

- include the reasons upon which the Contractor bases its belief that the technical direction falls within the purview of the "Changes" clause; and
- include the Contractor's best estimate as to the revision of the current estimated cost, fee, performance time, delivery schedules or any other contractual provision that would result from implementing the COTR's technical direction.

(e) If, after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, a unilateral direction will be issued to the Contractor to proceed pursuant to the authority granted under that clause. If a determination is made that such direction is technical direction authorized by this schedule clause, the Contractor will be directed to proceed with the implementation of such technical direction.

(f) In the event a determination is made that it is necessary to avoid a delay in performance of the Contract, the Contracting Officer may direct the Contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the Contractor. Should the Contracting Officer later determine that Change direction is appropriate, the written direction issued hereunder shall constitute the required Change direction.

(g) Failure of the Contractor and the Contracting Officer to agree on whether Government direction is technical direction or a Change within the purview of the "Changes" clause shall be a dispute concerning a question of fact within the meaning of the Clause of the General Provision entitled, "Disputes."

G.4 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Technical Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all postaward functions in administering and enforcing this contract in accordance with its terms and conditions.

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SECTION H -- Special Contract Requirements

H.1 KEY PERSONNEL

The personnel specified below are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of such substitution upon the program. The Contractor shall make no diversion of key personnel without the written consent of the Contracting Officer.

<u>Personnel</u>	<u>Percent of Individual's Time</u>	<u>Percent of Proposed Effort</u>
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Project Director

Senior Analyst

[As a result of negotiations, other and/or alternate positions may be designated at the time of contract award.]

H.2 CONSULTANTS

(a) Prior to retention of any consultant(s), other than those that may be included in the offeror's proposal, for the work under this contract, the Contractor shall obtain advance written approval from the Contracting Officer. Payments for the services of consultants shall not exceed the current maximum daily equivalent rate paid to a GS-18 federal employee (exclusive of indirect cost, travel, per diem, clerical services, vacation, fringe benefits, and supplies) without to prior written approval of the Contracting Officer. As of January 1, 1998, this rate is \$453 per day. Total payments shall not exceed a total payment of \$4,530 per consultant during any one twelve month period without the prior written approval of the Contracting Officer. The most current rate is available on the NSF Web site at: <http://www.nsf.gov/bfa/cpo/policy/ques.htm>.

(b) Requests by the Contractor for authorization to use consultants shall contain the following information:

- a biographical sketch including education and professional experience of the consultant;
- the services the consultant will perform and the amount of time that will be spent;
- previous rates paid to the consultant by the Contractor for similar services for a like period;
- available information on rates charged by the consultant for similar services for a like period.

H.3 LIABILITY INSURANCE

The Contractor warrants that insurance coverage (currently in force) exists in the following areas and in amounts not less than those specified below:

	<u>Type Insurance</u>	<u>Per Person</u>	<u>Property</u>	<u>Coverage Per Accident</u>
1.	Comprehensive General Liability	\$500,000	\$500,000	\$1,500,000
2.	Automobile	\$500,000	\$500,000	\$1,000,000
3.	Workman's Compensation - As required by law at the job site.			

The Comprehensive general and automobile liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

The contractor shall file with the Contracting Officer prior to beginning performance under this contract, a certificate of insurance

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evidencing the above coverage.

The Contractor shall provide to the Contracting Officer within five (5) days after occurrence, notice of cancellation of or reductions below the above cited amounts of any insurance coverage related to this requirement.

The Contractor warrants that such insurance coverage for all subcontractors who will work at any of the sites of performance does or will exist before subcontractors begin performance.

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SECTION I -- Contract Clauses

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE. (FEBRUARY 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 this/these address(es):

<http://www.arnet.gov/far>

Section E Clauses

Clause	Title	Date
52.246-05	Inspection Of Services Cost-Reimbursement	April 1984

Section F Clauses

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-15 Alt I	Stop-Work Order Alternate I	April 1984

Section I Clauses

Clause	Title	Date
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 1997
52.204-04	Printing/Copying Double-Sided on Recycled Paper	June 1996
52.209-06	Protecting the Governments Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 1997
52.215-15	Pension Adjustments and Asset Reversions	December 1998
52.215-17	Waiver of Facilities Capital Cost of Money	October 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	October 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	October 1997
52.216-07	Allowable Cost and Payment (Apr 1998)	April 1998
52.216-08	Fixed Fee	March 1997
52.219-08	Utilization of Small Business Concerns	June 1999

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52.219-9	Small Business Subcontracting Plan	January 1999
52.219-9 Alt II	Small Business Subcontracting Plan Alternate II	January 1999
52.219-16	Liquidated Damages-Subcontracting Plan	January 1999
52.219-23	<p>Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns</p> <p>***** fill-in information</p> <p>(b) <i>Evaluation adjustment.</i> (1) Offers will be evaluated by adding a factor of <u>10 percent</u> to the price of all offers, except—</p> <p>***** end of fill-in information</p> <p>***** fill-in information</p> <p>(c) <i>Waiver of evaluation adjustment.</i> A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.</p> <p>____ Offeror elects to waive the adjustment.</p> <p>***** end of fill-in information</p>	October 1998
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status Reporting	January 1999
52.222-02	<p>Payment For Overtime Premiums</p> <p>***** fill-in information</p> <p>(a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero or the overtime premium is paid for work—</p> <p>***** end of fill-in information</p>	July 1990
52.222-03	Convict Labor	August 1996
52.222-26	Equal Opportunity	February 1999
52.222-35	Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era	April 1998
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports On Disabled Veterans and Veterans of the Vietnam Era	January 1999
52.223-02	Clean Air And Water	April 1984
52.223-06	Drug Free Workplace	January 1997
52.223-14	Toxic Chemical Release Reporting	October 1996
52.225-11	Restrictions On Certain Foreign Purchases	August 1998
52.227-14	Rights in Data--General	June 1987
52.227-17	Rights In Data-Special Works	June 1987
52.228-07	Insurance--Liability To Third Persons	March 1996
52.230-02	Cost Accounting Standards	April 1998
52.230-03	Disclosure And Consistency Of Cost Accounting Practices	April 1998
52.230-06	Administration of Cost Accounting Standards	April 1996
52.232-09	Limitation On Withdrawing Of Payment	April 1984
52.232-17	Interest	June 1996
52.232-18	Availability Of Funds	April 1984

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52.232-20	Limitation Of Cost	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-23 Alt I	Assignment of Claims Alternate I	April 1984
52.232-25	Prompt Payment	June 1997
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration	May 1999
52.233-01	Disputes	December 1998
52.233-01 Alt I	Disputes Alternate I	December 1991
52.233-03	Protest After Award	August 1996
52.233-03 Alt I	Protest After Award Alternate I	June 1985
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.242-03	Penalties for Unallowable Costs	October 1995
52.242-04	Certification of Final Indirect Costs	January 1997
52.242-13	Bankruptcy	July 1995
52.243-02	Changes--Cost-Reimbursement	August 1987
52.243-02 Alt I	Changes--Cost-Reimbursement Alternate I	April 1984
52.244-02	Subcontracts ***** fill-in information (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [<i>to be completed at time of award</i>] ***** end of fill-in information ***** fill-in information (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [<i>to be completed at time of award</i>] ***** end of fill-in information	August 1998
52.244-02 Alt II	Subcontracts--Alternate II	August 1998
52.244-05	Competition In Subcontracting	December 1996
52.245-05	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	January 1986
52.246-25	Limitation If Liability--Services	February 1997
52.248-01	Value Engineering ***** fill-in information Note: The contract number will be supplied in paragraph (m) <i>Data</i> at the time of contract award. ***** end of fill-in information	March 1989
52.249-06	Termination (Cost Reimbursement)	September 1996
52.249-14	Excusable Delays	April 1984
52.253-01	Computer Generated Forms	January 1991

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I.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCTOBER 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS. (OCTOBER 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

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

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

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

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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SECTION J -- ATTACHMENTS

J.1 LISTING OF ATTACHMENTS

These documents are attached in the following Sections and are made a part of this solicitation:

<u>Number</u>	<u>Document</u>	<u>Pages</u>	<u>Section</u>
1	Certificate of Current Cost or Pricing Data	1	L
2	Contract Listing	1	L
3	Sample Client Authorization Letter	1	M
4	Contractor Performance Evaluation Rating Guidelines	2	M
5	Sample Transmittal Letter	1	M
6	Past Performance Evaluation Worksheet	1	M

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SECTION K -- Representations, Certifications and Other Statements of Offerors

K.1 52.204-03 TAXPAYER IDENTIFICATION. (OCTOBER 1998)

(a) Definitions.

"Common parent," as used in this 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.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) 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 _____.

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(f) Common parent.

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

Name and TIN of common parent:

Name _____

TIN _____

K.2 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MARCH 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

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

(B) 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 public (Federal, state, or local) 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

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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K.3 52.215-06 PLACE OF PERFORMANCE. (OCTOBER 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City, and Operator of the Plant
State, County, Zip Code)

Name and Address of Owner or Facility if Other than Offeror or
Respondent

K.4 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS. (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 7379 – Computer Related Services, N.E.C.

(2) The small business size standard is average annual receipts not exceeding \$18,000,000 for the past three complete fiscal years.

(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 [] is, [] 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 [] is, [] 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 [] is, [] is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, 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.

"Woman-owned small business concern," as used in this provision, means a small business concern--

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

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

(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.

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(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged or women-owned 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.

K.5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCTOBER 1998)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, 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); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration or

[] (ii) It has 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.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) 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:_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEBRUARY 1999)

The offeror represents that--

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

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(b) It has 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.

K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APRIL 1984)

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

K.8 52.223-01 CLEAN AIR AND WATER CERTIFICATION. (APRIL 1984)

The Offeror certifies that --

(a) Any facility to be used in the performance of this proposed contract is, is not listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCTOBER 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

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(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(a) The offeror, by signing this offer, certifies that --

___ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently --

___ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

___ (ii) Have more than 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

___ (iii) Meet the reporting thresholds in toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

___ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

___ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive order 12969, August 8, 1995 (60 FR 40989-40992).

K.10 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] -

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."

K.11 52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (APRIL 1998)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

yes no

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SECTION L -- Instructions, Conditions and Notices to Bidders

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEBRUARY 1998)

This contract incorporates one or more solicitation provisions incorporated 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation of offer. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

Section K Provisions

Provision	Title	Date
52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	April 1991
52.204-05	Women-Owned Business (Other than Small Business)	May 1999
52.222-21	Certification Of Nonsegregated Facilities	February 1999

Section L Provisions

Provision	Title	Date
52.215-01	Instructions to Offerors--Competitive Acquisition	October 1997
52.215-01 Alt 1	Instructions to Offerors--Competitive Acquisition Alternate I	October 1997
52.215-16	Facilities Capital Cost of Money	October 1997
52.219-24	Small Disadvantaged Business Participation Program-Targets	January 1999
52.222-46	Evaluation Of Compensation For Professional Employees	February 1993
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999

L.2 52.204-05 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publically owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation..] The offeror represents that it ___ is a women-owned business concern.

L.3 52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (JUNE 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located

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within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.4 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA. (OCTOBER 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

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L.5 52.216-01 TYPE OF CONTRACT. (APRIL 1984)

The Government contemplates award of a cost-plus-fixed fee completion type contract resulting from this solicitation.

L.6 52.233-02 SERVICE OF PROTEST. (AUGUST 1996)

(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:

Mr. William A. Bryant
Chief, Contracts Branch
Division of Contracts, Policy, and Oversight
National Science Foundation
4201 Wilson Boulevard, Suite 475
Arlington, VA 22230

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

L.7 NOTICE TO OFFERORS

This solicitation is issued by the Contracts Branch, Division of Contracts, Policy, and Oversight of the National Science Foundation, which is the only point of contact for this procurement.

L.8 INQUIRIES

Inquiries concerning any areas that, in the offeror's opinion, require clarification or correction, must be submitted in writing to the issuing office not later than Wednesday, September 15, 1999. Address correspondence to Mr. Philip M. King, Re: RFP SRS 99-026 (see item 9 of the SF 33). Answers to questions of a substantive nature will be provided to all offerors within ten (10) days.

L.9 PAYMENT OF PROPOSAL COSTS

This solicitation does not commit the Government to pay any cost incurred in the submission of the offer/quotation or in making necessary studies or designs for the preparation thereof, nor to contract for services or supplies. Further, offerors are warned not to incur any costs in anticipation or expectation that any such costs may later be charged to any contract to the extent that they would have been allowable if incurred after the date of the contract and to the extent authorized by the Contracting Officer.

L.10 DISPOSAL OF UNSUCCESSFUL PROPOSALS

After award of contract, one copy of each unsuccessful proposal will be retained in the official contract files and all other copies will be destroyed.

L.11 COMMITMENT OF THE GOVERNMENT TO AWARD A CONTRACT

The Government fully expects to award one contract as a result of this solicitation. However, this solicitation does not obligate the Government to award a contract. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement.

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L.12 PROPOSAL ACCURACY

Proposals must set forth full accurate and complete information as required by this solicitation and its attachments. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.13 SECURITY PRECAUTIONS FOR HAND-DELIVERED PROPOSALS

Excepting proposals submitted by electronic means (only if elsewhere authorized in this solicitation), all proposals submitted by persons or carriers other than the U.S. Postal Service will be considered to be hand-delivered. The Government's security procedures require all hand-delivered packages to undergo a security screening before delivery to the office designated for receipt of proposals. This screening takes place in Room P-15 at 4201 Wilson Boulevard, Arlington, VA. Offerors are cautioned to submit offers in sufficient time as to allow for the timely receipt of offers at the office designated for receipt of proposals by the closing date and time specified in item 9 of the SF 33.

L.14 PROPOSAL PREPARATION INSTRUCTIONS

L.14.1 TECHNICAL INFORMATION

The NSF currently uses a broad set of indicators based on publication and citation activity in its preparation of the National Science Board's Science & Engineering Indicators reports -- see <http://www.nsf.gov/sbe/srs/stats.htm>.

Offerors are encouraged to prepare and submit proposals either to update and extend NSF's current time series indicators, or to produce new series using equally appropriate or more appropriate measures. Choice of databases and of measures must be justified in specific and detailed terms in the technical proposal.

The current indicators are based on the Science Citation Index (SCI) database, produced by the Institute for Scientific Information and licensed to NSF for production of indicators for S&EI. Offerors may propose to use either the SCI and/or other databases. Choice of database must be justified in specific terms in the technical proposal.

Prior to contract award, the existing series of indicators will have been calculated through 1997. Offerors may propose either to update this series, to add to, or otherwise modify the series, provide linkages to other time series or to produce a new series. However, interpretability of the time series proposed is an important *evaluation criterion*. Offerors must justify the interpretability of the proposed time series in specific terms in the technical proposal. Specifically, any new series developed must be accompanied with a thorough explanation of how it relates to the current series being used. The time series should be as current as feasible and must include at least ten years of data.

NSF requires preparation of some measures of U.S. publications by sector of performing organization. A discussion of the way in which performing sectors were identified in prior work can be found in Science and Engineering Indicators -1998. Offerors proposing alternative means of assigning articles to sectors must specify their methods in detail. A thesaurus of institutions occurring in the SCI and their sectoral affiliations has been compiled by the previous contractor and may be licensed to any new contractor for a fee of \$15,000. The licensing fee should be included in offerors' Business Proposals.

Whether the SCI or other databases are used, offerors must specify and justify the methods to be used for:

- (1) the assignment of articles to fields, subfields, countries and institutions (in the U.S), as well as the assignment of institutions to sectors in the U.S.;
- (2) counting multi-authored papers, and assigning them to countries or institutions;
- (3) identification (unification) of variants of journal names and institution names, and for the assignment of articles to a non-overlapping set of journals and institutions;
- (4) selection of items to be counted in the chosen journals, i.e., articles, notes, reviews, letters, meeting notices, etc.;
- (5) the assignment of citations in articles published during the years covered in this procurement to the cited articles published during

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the prior time period.

For offerors proposing to update the current series of indicators, the bulk of the programs used for the 1973-1997 indicators are operable on a VAX 4400 computer, operating under the VMS-V6.1 operating system, and programmed in FORTRAN IV.

L.14.2 GENERAL INFORMATION

(a) The proposal must consist of the following PHYSICALLY separate volumes:

- (1) Volume I – Technical Proposal Volume (1 original & 8 copies)
- (2) Volume II – Business Proposal Volume (1 original & 8 copies)
- (3) Volume III – Past Performance Proposal Volume (1 original & 8 copies)

Note: Originals of each volume must be clearly marked as such.

- (b) Please note that the business proposal volume must be submitted as a separate document from the technical proposal volume to allow independent evaluation of the technical and business factors. Offerors shall not include any price or cost information in the technical proposal volume or in any letter of transmittal. However, the Contracting Officer may provide, at his or her discretion, the business proposal volume to those performing the technical evaluations. Offerors must explain adequately any exceptions (including deviations and conditional assumptions) taken with respect to this solicitation. Such exceptions will not, of themselves, automatically cause a proposal to be considered unacceptable. However, the Government may view a large number of exceptions, or one or more significant exceptions without an obvious benefit to the Government as unacceptable and result in rejection of such proposal(s). Highlight exceptions in the margin of the proposal where they appear in the text.
- (c) Information in your proposal must be furnished entirely in compliance with instructions and be complete within itself. No information or material may be incorporated in the proposal by reference.
- (d) The following instructions are provided to assist the Offeror in understanding the information needed to make an objective selection of the contractor for this proposed procurement. Since this information constitutes the major basis for formal judgment, it will be advantageous to the offeror to present a proposal in a clear, concise manner and in terms understandable to those who may be unfamiliar with the offeror's detailed intentions and reasoning process. Responses should follow the Statement of Work to the extent practicable.

L.14.3 TECHNICAL PROPOSAL VOLUME

- (a) Offerors should note that technical proposals that merely offer to conduct a program in accordance with the requirements of the Government's Statement of Work (*refer to Section C.1*) will be considered unacceptable and will not be considered further.
- (b) To ensure that a proposal is evaluated completely and given the full consideration to which it is entitled, it must be submitted in the format described in (1) through (9) below.
- (1) Table of Contents: Should completely outline the proposal so as to serve as a quick guide to its contents, including all charts, tables, attachments, and other exhibits submitted.
 - (2) Summary: Should contain a brief synopsis not exceeding 4 double-spaced pages, of the proposal's salient features.
 - (3) Introduction: Should reflect an understanding of the ultimate purpose of the project, as well as the immediate results to be achieved under the contract to be awarded.
 - (4) Work/Management Plan: The offeror should set forth in detail a clear description of work plan and products of the overall plan of work, identifying and scheduling all major events and activities, indicating their inter-relationships, and showing the proposed utilization of resources and personnel. The plan should include the proposed level of effort, a reasonable scheduling of all major activities and products; and likelihood of delivering quality products on time, as described in the work statement. Any travel program proposed as part of the work effort should be detailed without costs in this section to permit technical evaluation of the offeror's understanding of the project.

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- (5) **Methodology:** The offeror should describe fully the methods and procedures to be implemented in pursuit of the project objectives; and how achievement of those objectives will be evaluated. The offeror shall propose its approach to the project's objectives and the project requirements.
- (6) **Documentation.** The offeror should include a clear description of the work plan; task definition; reports to be prepared describing in detail their form and content; final products and delivery schedule; a reasonable and complete scheduling of major activities and events, and likelihood of meeting the schedules in order to deliver high-quality products on time, as specified in the RFP.
- (7) **Personnel Qualifications/Technical Resources.** The offeror shall submit resumes indicating the qualification of the project director and technical team to be employed on this project, including consultants and subcontractor personnel. The resumes shall include specific information on each individual's education, past relatable experience, training overall background and name and telephone number of appropriate references. For each person, specify if the individual is presently employed by the offeror or will be hired at the time of contract award. If consultants are proposed, indicate the degree of commitment and provide resumes which identify pertinent background experience and education.
- (8) **Corporate (Organizational) Experience, Capability and Facilities.** The offeror shall list and briefly summarize any previous or ongoing projects of the offeror's organization or of subcontractors or consultants that are similar or related to this one in content or methodology. If you propose to use subcontractors (or teaming arrangements) to occupy a major role, the same information would be required of the proposed subcontractor. Descriptions should include meeting/event name, dates, duration, type, number of participants, award cost, final completion cost, unique or special services provided, agency person (task monitor) with telephone number, and a detailed description of all tasks performed along with the staffing plan.
- (9) **Proprietary Software.** If the offeror proposes the use of any proprietary software in performance of this effort, the offeror should specifically identify each item of said proprietary software.

L.14.4 BUSINESS PROPOSAL VOLUME

- (a) Offerors are advised that the Government anticipates award of cost-plus-fixed fee completion type contract. Offerors are requested to prepare their proposals accordingly.
- (b) Business Proposals shall contain the following:
 - Executed SF33 annotated with the offeror's DUNS number (*refer to Section L.3*)
 - Section K, L.2 and, if applicable, the fill-in information for FAR clause 52.219-23 (*referenced under Section I.1*)
 - Cost detail (*refer to paragraph (d)(1) below*)
 - Completed Certificate of Current Cost or Pricing Data (*see Attachment 1*)
 - Other information
- (c) Block 12 through 18 of the SF 33 of this solicitation must be filled in as appropriate and returned with a properly completed Section K. The balance of the solicitation need not be returned. Please note that the business proposals must be submitted as a separate document from the technical proposal to allow independent evaluations of the business and technical factors. No cost information shall be included in the technical proposal or letter of transmittal.
- (d) The next section of the cost/price proposal must contain the following information.
 - (1) The offeror shall complete a detailed cost proposal following the instructions set forth in Table 15-2 (*see FAR provision 52.215-20 under Section L-1*).
 - (2) Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost/price proposal instructions and requirements. Offerors must support any deviations, exceptions, etc., with sufficient amplification and justification to permit evaluation.
 - (3) **Proprietary Software.** If the offeror proposes the use of any proprietary software in performance of this effort, the offeror should specifically identify each item of said proprietary software and provide a cross-reference to its location in the technical proposal.
 - (4) **Level of Effort (for proposal preparation purposes only).** The Government realizes that there could be a wide divergence in

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the costs proposed by various offerors due primarily to the depth and extent of effort each offeror proposes. Offerors thereby run the risk of submitting a proposal which, while attractive from a cost point of view, is insufficient from a performance standpoint, or conversely, could be attractive from a performance standpoint but unattractive due to its costs. The Foundation estimates that a professional level of effort of approximately 5,900 hours per contract year be used as a guide. These guidelines are advisory only and are not intended to restrict what the offeror believes to be a meritorious technical proposal.

- (5) Small Disadvantaged Business Participation Targets. Offerors shall provide the information required by with FAR provision 52.219-24 Small Disadvantaged Business Participation Program—Targets (referenced under Section L.1). The applicable Standard Industrial Classification (SIC) Major Groups may be viewed at the following URL:
<http://www.arnet.gov/References/sdbadjustments.htm>.

Note: For purposes of this solicitation, this paragraph (5) does not apply to offerors that are qualified small disadvantaged businesses and have elected to receive the small disadvantaged business price adjustment factor.

- (e) The last section of the Business Proposal Volume must contain the following information for Government analysis of the "Other Factors" proposal.
- (1) Information on financial condition, capability and background of the organization. Enclose a copy of the organization's annual financial statements (e.g. Balance Sheet, Profit and Loss Statement and Annual Reports), for the last three (3) consecutive years of operation and other documentation to clearly explain its current financial strength and resource capability, and current credit rating.
 - (2) Discussion of the roles and functions of proposed subcontractor(s) as they relate to the total efforts, amount and level of responsibility and organizational structure.
 - (3) A brief history of the prime organization. Identify and discuss the background of the specific division that will have the responsibility to perform this contract.
 - (4) Discussion of the priority placed by the offeror's organization on the work being proposed and the importance of such work to the organization. Discuss commitments the organization has or anticipates that might conflict with performance of this requirement. Consideration shall also be given to the commitments of the proposed subcontractor(s), if applicable.
 - (5) Discussion of the importance of the proposed procurement in relation to other work to be performed during the same period of time.
 - (6) Statement of whether all contractor systems such as accounting, purchasing and estimating, which require Governmental approval, are currently approved without condition. If not, explain any existing conditional approvals and the status of any for which approval is currently withheld. Describe any management procedures or systems developed expressly for the proposed contract.
 - (7) Statement of compliance with and acceptance of the requirements of this solicitation. The offeror shall provide the required information set forth in the solicitation package to include those specific items identified for response in the RFP. The Government's analysis of "Other Factors" criteria (*refer to Section M.2*) will include its review and evaluation of information under this section. The offeror shall prepare a statement of acceptance of the proposed contract instrument, inclusive of the Statement of Work and the Schedule and Contract Clauses.
 - (8) Statement of any exception to or conditional acceptance of the provisions set forth in the proposed contract instrument must be explained in detail, with sufficient amplification and justification to merit further consideration.

L.14.5 PAST PERFORMANCE VOLUME

The section of the proposal pertaining to experience and past performance must contain the following information on **all** relevant contracts over \$500,000 on prime contractor efforts and \$500,000 on subcontractor efforts performed within the past three years. The term "relevant" means similar in nature, scope, complexity, tasks, and value to the requirement covered by this solicitation.

Offerors shall complete complete a Contract Listing Worksheet (*Attachment 2*) for each contract reported.

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Note: Each offeror is responsible for providing accurate and complete information so as to enable the Government to make inquiries regarding the offeror's past performance and assess such information. The Government will make reasonable efforts to contact the individuals named by the offeror as points-of contact for past performance information, but will in no case delay the procurement by extraordinary efforts to obtain past performance information. Offerors are advised that a fair evaluation of their past performance history is facilitated by the degree in which the past performance information they provide is accurate and complete.

- (a) Performance history. A discussion of the offeror's experience and past performance in performing requirements similar in nature and scope that would especially qualify the offeror to perform the work described in this solicitation. The offeror shall list agencies or firms for which it has performed tasks similar in nature to the proposed requirement over the past three years. Offerors shall specifically describe how each contract or subcontract is relevant to the requirement presented in this solicitation. For each contract or subcontract, offerors shall identify by name and function any individuals included in the project team proposed as part of its offer under this solicitation.
- (b) Cost management history. A discussion of the offeror's cost effectiveness with regard to management of Government and non-Government contracts and grants over the last three years. Additionally, the offeror shall describe and explain the reasons for any cost overruns or underruns resulting from performance on these or other procurements.
- (c) Termination history. A discussion of the offeror's experience with contract or grant termination actions over the last three years. The offeror shall identify and explain any contract or grant termination for default or convenience of the Government and the reasons why such action was taken.
- (d) In responding to the information requested in paragraphs (a) through (c) above, each offeror shall provide, at a minimum, the following data:
 - (1) the agency, firm or organization for which the work was done;
 - (2) a detailed description of the work or services furnished and its similarity to the services covered by this solicitation;
 - (3) the identities and description of duties of proposed team members who performed on the contract or grant;
 - (4) the period of performance and dollar value of the effort;
 - (5) the contract type (e.g. fixed price, or cost reimbursable) and the identification number assigned to it; and
 - (6) the name and telephone number of the responsible contracting officer and technical contact who can provide reference information on each procurement.
- (e) If no past performance information is available, submit an explanation and any past performance information, for all key personnel, related to the requirements of this solicitation. Include information for each contract as specified above.
- (f) The offeror may provide information on problems, if any, which were encountered during the performance period, corrective actions taken, and the results of those actions. Offerors should not provide general information on their performance on the identified contracts; general performance information will be obtained from references.
- (g) The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service. This may include government quality awards or private sector awards or certifications. If awards or certifications were bestowed more than three years ago, present evidence that such qualifications still apply.
- (h) Each offeror will be evaluated on performance under existing and prior contracts for similar products or services. Performance information will be used as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.
- (i) Offerors are required to submit past performance information prior to submission of other sections of the proposal to assist the government in reducing the evaluation period. Clearly state the Request for Proposal number and project title on the past performance submission which should be received by NSF not later than **4:00pm, local time, Tuesday, September 28, 1999.**

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- (j) The Government reserves the right to verify past performance information on the identified contracts and to obtain past performance information from sources other than those provided in response to this solicitation. Attachment 3 is an example of an authorization letter the offeror may use to send to past performance contacts informing them of the likelihood that they will be contacted by the Government for obtaining past performance information in relation to this solicitation. Attachments 4 through 6 will be used by the Government to obtain past performance information and are provided for informational purposes.

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SECTION M -- Evaluation Factors for Award

M.1 BASIS FOR AWARD

The Government will select the offer that provides the best value to the Government, cost/price and other factors considered. Technical factors are the primary basis for award; however, cost/price could become the determinative selection factor if the cost/price premium involved in awarding to a higher rated, higher priced offeror is not justified given the acceptable level of technical competence available at the lower cost/price. The Government will employ the tradeoff process described in FAR Subpart 15.101-1 to determine the offer that presents the best value to the Government. Section L contains narrative on technical and cost/price proposal preparation. The Government intends to make award after discussions with offerors within the competitive range.

M.2 EVALUATION OF PROPOSALS

Proposals received in response to this solicitation will be reviewed and evaluated by an evaluation panel using a tradeoff process, as described in FAR 15.101-1.

Technical Factors will be evaluated for the purpose of determining the relative merits of the proposals in accordance with the weighted technical evaluation criteria established by the Government prior to receipt of proposals. This evaluation will result in a numerical score for each proposal.

Past Performance Factors will be evaluated as an aid in determining an offeror's likely success in fulfilling the Government's requirement based upon its prior experience with projects of a similar nature and scope. These factors will be reviewed as they relate to the offeror, and any proposed subcontractor(s) who will perform a major role will be evaluated. Past performance factors will be scored and added to the technical evaluation score. The total of these points will be the evaluation score for the proposal.

Cost/Price Factors of proposals will be evaluated to assess their realism and probable cost to the Government. The results of the evaluation of cost/price factors will be used to aid in determining the extent of the offeror's understanding of the Government's requirement. If total or cost element ceilings are specified in this solicitation, the evaluation will also assess the maximum probable cost based on the ceilings. Price and cost analysis, as appropriate, will be performed on all price/cost data provided by the offeror. Cost/price factors will not be weighted nor scored, but may be a determinative consideration in an award decision (*refer to Section M.1 above*). The evaluation price for each offer will be the total amount proposed by the offeror for fulfilling the Government's requirement plus the small disadvantaged business price adjustment, where applicable.

Small Disadvantaged Business (SDB) Participation Factors will be evaluated to assess the degree and quality of participation of small disadvantaged businesses as expressed by the targets included in the offer. As permitted by FAR Subpart 19.1202-3, the Government will consider:

- The extent to which SDB concerns are specifically identified;
- The extent of commitment to use SDB concerns;
- The complexity and variety of the work SDB concerns are to perform;
- The realism of the proposal;
- Past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation; and
- The extent of participation of SDB concerns in terms of the value of the total acquisition.

Except for offers from SDB concerns that elect to receive the SDB price adjustment factor, the Government will rate each offer with an adjectival rating of Excellent, Acceptable, or Unacceptable, as appropriate. SDB participation factors may be a determinative consideration in the tradeoff process for determining the best value to the Government (*refer to Section M.1 above*).

Other Factors include any information that is reasonable and appropriate for consideration by the Government in assessing the relative merits of an offer and in making a decision pertaining to an offer. Other factors comprise of information from the offeror's proposal and other information obtained from Government and other sources which may have a direct bearing on the final award decision. Evaluation of other factors will include an assessment of the offeror's financial and business capacity to perform the requirement as evidenced by financial statements, available resources, and other pertinent information. Other factors will not be weighted nor scored, but may be a determinative consideration in the tradeoff process for determining the best value to the Government (*refer to Section M.1 above*).

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- Cost Control (may be defined as performing within original approved budget without the need for additional funds [except for augmentation of the statement of work]; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies).
- Timeliness of Performance (may be defined as meeting interim milestones, reliable, responsive to technical direction, completed on time).
- Business Relations (may be defined as effective contract administration, including achievements against small business subcontracting plans).

Information utilized will be obtained from the references listed in the proposal or other sources known to the government. Information will also be considered regarding any significant subcontractors and key personnel records.

Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal and relative capability to meet performance requirements. Evaluation of past performance will consider relevant facts and circumstances. The basis for conclusions of judgment will be documented.

Offerors will be given an opportunity to address unfavorable reports of past performance. Recent contracts will be examined to ensure corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends.

If an offeror, or the proposed key personnel for the offeror, does not have a relevant past performance history, the offeror shall be given a neutral rating on this factor.

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CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of certificate)

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CONTRACT LISTING WORKSHEET
(refer to Section L.14.5 of the solicitation)

Offeror Name and Address	Client Name and Address
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<p align="center">Client Contract Data</p> <p>Contract Number:</p> <p>Total Value:</p> <p>Contract Type*:</p> <p>Performance Period:</p> <p>* e.g., CPFF, FFP, Task Order</p>	<p align="center">Client Point-of-contact (POC) Information</p> <p>Contracting officer:</p> <p>Phone number :</p> <p>FAX number :</p> <p>Technical POC:</p> <p>Phone number :</p> <p>FAX number :</p>
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Description of Project
include delineation of the offeror's roles and tasks and those of any subcontractors, if applicable

Subcontracting Activity
identify subcontractors by name, project role, value of subcontract, and type of business*

* e.g., small Business, small disadvantaged business, women-owned small business, large business (refer to FAR Subpart 19.001 for definitions)

Participating Staff
identify by name and role each member of the proposed project team who performed on the contract reported with this form

Description of Project Relevance
describe how the work under this contract is relevant to the Government's requirement described in this solicitation

<p>Name & Title:</p> <p>Phone:</p> <p>FAX:</p> <p>Internet Address:</p>	Signature & Date:
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SAMPLE

CLIENT AUTHORIZATION LETTER

Dear "Client":

We are currently responding to the National Science Foundation's Request for Proposal number RFP SRS 99-026 for the procurement of "The Production of Bibliometric Indicators." The Foundation has placed an increased emphasis in their procurements on past performance as a source selection factor. They require that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. _____ and Mr./Ms. _____ of your organization as the points of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to _____.

Sincerely,

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**CONTRACTOR PERFORMANCE EVALUATION
RATING GUIDELINES**

On the *Contractor Performance Report* summarize contractor performance in each of the rating areas using the rating scale provided below. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), or 4 (Excellent); add written comments for each rating when applicable. Use the following instruction as guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessment made (i.e., for payment of fee purposes).

Rating Criteria

Area - Quality of Service

Elements

- Compliance with contract requirements
- Accuracy of reports
- Appropriateness of personnel
- Technical Excellence

Area - Timeliness of Performance

Elements

- Met interim milestones
- Reliable
- Responsive to technical direction
- Completed on time, including wrap-up, contract administration and close out
- No liquidated damages assessed

Area - Cost Control

Elements

- Within budget (over/under target costs)
- Current, accurate, and complete billings
- Relationship of negotiated costs to actual
- Cost efficiencies
- Change orders issue

Area - Business Relations

Elements

- Effective management
- Business like correspondence
- Responsive to contract requirements
- Prompt notification of problems
- Reasonable/cooperative
- Flexible
- Pro-active
- Effective contractor recommended solutions
- Success in achieving small business subcontracting goals, including targets for participation of small disadvantaged businesses

Scoring Scale

Area - Quality of Service.

SCORE	RATING	EXPLANATION
0	Unsatisfactory	Nonconformances are compromising the achievement of contract requirements.
1	Poor	Nonconformances require major agency resources to ensure achievement of contract requirements.
2	Fair	Quality meets specifications in most cases, however, some agency resources are required to ensure achievement of contract requirements.
3	Good	Quality meets specifications in all cases.
4	Excellent	Quality exceeds specifications in some areas.

Area - Cost Control.

SCORE	RATING	EXPLANATION
0	Unsatisfactory	Cost increases are compromising performance of contract requirements.
1	Poor	Significant cost increases require agency resources to ensure achievement of contract requirements.
2	Fair	Minor cost increases require some agency resources to ensure achievement of contract requirements.
3	Good	Contractor performed within costs.
4	Excellent	Costs were less than amount cited in the contract.

Area - Timeliness of Performance.

SCORE	RATING	EXPLANATION
0	Unsatisfactory	Delays are compromising the achievement of contract requirements.
1	Poor	Significant delays require major agency resources to ensure achievement of contract requirements.
2	Fair	Delays require minor agency resources to ensure achievement of contract requirements.
3	Good	All deliverables are on time.
4	Excellent	All deliverables are on time with some ahead of schedule.

Area - Business Relations.

SCORE	RATING	EXPLANATION
0	Unsatisfactory	Response to inquiries, technical/service/administrative issues is not effective or responsive.
1	Poor	Response to inquiries, technical/services/administrative issues is marginally effective or responsive.
2	Fair	Response to inquiries, technical/services/administrative issues is somewhat effective or responsive.
3	Good	Response to inquiries, technical/services/administrative issues is effective and responsive.
4	Excellent	Response to inquiries, technical/services/administrative issues is not only effective and responsive, but the contractor is pro-active.

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SAMPLE TRANSMITTAL LETTER

NATIONAL SCIENCE FOUNDATION
4201 Wilson Boulevard
Arlington, VA 22230

Division of Contracts, Policy, and Oversight Contracts Branch, Suite 475
tel: (703) 306-1242 fax: (703) 306-0280

October x, 1999

[*Company*]
[*Contact*]
[*Street*]
[*City, State, Zip*]

Re: RFP SRS 99-026 Production of Bibliometric Indicators

Dear [*contact*]:

Your current or former client, [*name of offeror*], is submitting an offer to provide services to the National Science Foundation under SIC code 7379, Computer Related Services, N.E.C. As part of the evaluation process, the Government intends to review and score a prospective contractor's past performance.

Please assist us with this effort by completing the enclosed survey for each contract or task order performed for you within the last three years. You may fax your completed survey to me at (703) 306-0280. We hope to have your response by [*date*] so that we might complete our evaluation in a timely manner. If you have questions, please call me at (703) 306-1242.

Thank you for any assistance you are able to give us.

Sincerely,

Philip M. King
Contract Specialist

Enclosure

PAST PERFORMANCE REPORT

1. Contractor Name and Address:(Identify Division)	2. Contract Number: _____ 3. Contract Value (Base Plus Options): _____ 4. Contract Award Date: _____ Contract Completion Date: _____
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5. Type of Contract (e.g., Firm Fixed Price, Cost Plus Fixed Fee):

6. Description of Requirement:

7. Ratings. Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Please see page three for explanation of rating scale.

Quality of Service	Comments	0 1 2 3 4
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Cost Control	Comments	0 1 2 3 4
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Timeliness of Performance	Comments	0 1 2 3 4
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Business Relations	Comments	0 1 2 3 4
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7. Would you select this firm again? Please explain.

8. Name & Title:	Signature
Phone/FAX/Internet Address:	Date

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