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SECTION A -- SOLICITATION/CONTRACT FORM

A.1 GENERAL INFORMATION

Section L of this solicitation contains important information about the preparation of proposals for this acquisition. Offerors are expected to examine the schedule and all instructions and to furnish the information required by this RFP.

A.2 ISSUING OFFICE

This RFP is issued by the Division of Contracts, Policy, and Oversight of the National Science Foundation, which is the only point of contact for this procurement. Proposals and any inquiries concerning this solicitation must be submitted in writing to the following:

National Science Foundation
Division of Contracts, Policy, and Oversight
4201 Wilson Boulevard, Room 475
Arlington, Virginia 22230
ATTN: Mrs. Alice M. Fierstein
Contract Specialist

All proposals MUST be labeled as follows:

Mailroom: DO NOT OPEN (RFP CPO-00-0001)

Deliver Directly to Room 475

If hand carried, proposals should be delivered DIRECTLY to the room number identified above once examined by security personnel.

Inquiries regarding this solicitation should be submitted in writing. Facsimile and e-mail transmission of questions is permissible, and may be directed to Mrs. Fierstein at (703) 306-0280; (703) 306-0780; or afierste@nsf.gov.

A.3 RECEIPT OF PROPOSALS and LATE SUBMISSIONS

Proposals, including modifications, received at the issuing office after the closing date and time specified on the cover page of this solicitation will be considered as late submissions and handled accordingly.

As used in the referenced FAR provision titled "Instructions To Offerors – Competitive Acquisition," the term "mail" does not include materials sent by means of express delivery services other than US Postal Service Express Mail Next Day Service - Post Office to Addressee. Proposals submitted by means of express delivery services other than the US Postal Service Express Mail Next Day Service - Post Office to Addressee will be considered the same as hand carried submissions.

THE GOVERNMENT WILL UNDERTAKE REASONABLE SECURITY PRECAUTIONS FOR ALL INDIVIDUALS AND PACKAGES ENTERING THE FACILITY. ENTRANCE TO NSF IS RESTRICTED AND EXTRA TIME SHOULD BE ALLOWED FOR ADMISSION. IF HAND-CARRIED, PROPOSALS SHOULD BE DELIVERED DIRECTLY TO THE ROOM NUMBER IDENTIFIED HEREIN, AFTER THE PACKAGE IS INSPECTED AND PASSED THROUGH NSF SECURITY PROCEDURES. NO PACKAGE WILL BE ACCEPTED UNTIL IT IS INSPECTED.

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A.4 NOTICE OF SET-ASIDE

This procurement is 100% small business set-aside. The Standard Industrial Classification Code for this acquisition is 7812 *Motion Picture and Video Tape Production*). The small business size standard is \$21.5M in average annual receipts for the past three complete fiscal years.

A.5 BASIS FOR AWARD

The evaluation criteria for award are listed in Section M of this solicitation. Award will be made on an all-or-none basis.

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The contractor shall provide the personnel, facilities, and supplies and do all things necessary to complete the research/treatment/scripting/production of a 7-10 minute video focusing on the importance of plants to our survival and highlighting the Arabidopsis plant that is being used as a model for all aspects of plant biology.

B.2 CONSIDERATION (FIXED PRICE SERVICES)

CLIN	DATE DUE	ITEM	DESCRIPTION	PRICE
001	11/15/2000	One (1) Betacam SP master *		
002	11/15/2000	1 protection copy*		
003	11/15/2000	Five (5) VHS copies*		

* All deliverables shall be the complete and sole property of NSF.

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SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 BACKGROUND

Scientists involved in an international effort to sequence the entire genome of the Arabidopsis plant predict that this will be completed by the end of 2000. The National Science Foundation's Directorate for Biological Sciences, Division of Biological Infrastructure (DBI) is requesting a creative video that will inform and educate the general public of the worldwide importance and relevance of this effort.

C.2 OVERVIEW This RFP is for video production services to illustrate the molecular approach to the research and point out the direct link between most (if not all) genes of this model plant and those of thousands of other plant species. Arabidopsis has a highly compact genome, with little repetitive DNA, so more is known about the function of this plant's genes than those of any other plant. The video should be highly creative, educational, and entertaining, to capture the interest of a lay public.

History of the research should also be covered in the video and explain how, for the past several years, many independent laboratories, worldwide, were sequencing their "gene of interest" and it soon became clear that time and money were being spent inefficiently. This led to an international consortium that would focus on a coordinated, international approach, of scientists working together to sequence the Arabidopsis plant, with open sharing of information among the United States, European Union, France, and Japan.

The video should explain and illustrate in lay terms what "sequencing the genome" means, what it involves, and the role information technology plays in the process.

Finally, the benefits of the work should be stressed--both scientific and societal, showing new scientific discoveries resulting from Arabidopsis research as well as examples of potential applications: development of more nutritious plants; plants that are able to withstand flood and drought or grow on marginal land--a significant step toward improving agriculturally important crops such as corn, soybeans, and rice.

C.3 STATEMENT OF WORK

The contractor shall provide the personnel, facilities, and supplies and do all things necessary to complete the research/treatment/scripting/production of a 7-10 minute video focusing on the importance of plants to our survival and highlighting the Arabidopsis plant that is being used as a model for all aspects of plant biology.

NSF will use this video at conferences, meetings, etc. It will serve to introduce and explain the Arabidopsis project to Congress. Additionally, it will be offered to commercial distributors for wide use in schools and to the general public.

The contractor shall include, at a minimum, the following video elements.

1. ON-SITE INTERVIEWS AND BACKGROUND FOOTAGE	<i>Pasadena, CA</i>
	<ul style="list-style-type: none"> ▪ CalTech/Eliott Meyerowitz
	<i>Stanford, CA</i>
	<ul style="list-style-type: none"> ▪ Stanford University/Ron Davis ▪ Carnegie Institution/Chris Sommerville
	<i>Chicago, IL</i>
	<ul style="list-style-type: none"> ▪ University of Chicago/Daphne Pruess

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	<i>Boston, MA</i> <ul style="list-style-type: none"> ▪ Cereon Company/Steve Rounsley
	<i>Raleigh, NC</i> <ul style="list-style-type: none"> ▪ North Carolina State University/Jeff Dangl
	<i>Munich, GE (on October 5th)</i> <ul style="list-style-type: none"> ▪ Caroline Dean, Mike Bevan (UK) ▪ Francis Quetir, Marcel Salanoubat (FRANCE) ▪ Satoshi Tabata (JAPAN)
2. ORIGINAL ANIMATION TO GRAPHICALLY ILLUSTRATE:	<ul style="list-style-type: none"> ▪ Sequencing Process ▪ Annotation
3. TIME-LAPSE PHOTOGRAPHY OF THE FLOWERING ARABIDOPSIS PLANT	NSF will provide this footage. It is currently being produced under a separate contract, and will be available for inclusion in this video.
4. ARTWORK	If appropriate to treatment of script
5. SPECIAL EFFECTS	If appropriate to treatment of script
6. STOCK FOOTAGE	If appropriate to treatment of script, and with full rights in perpetuity for NSF use.

ALL MATERIALS PRODUCED UNDER THIS CONTRACT SHALL BE THE SOLE PROPERTY OF NSF.

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SECTION D – PACKAGING AND MARKING

D.1 PACKAGING AND MARKING INSTRUCTIONS

Unless otherwise specified, all items shall be packaged and marked in accordance with normal commercial practices. If magnetic media are 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.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

Clause	Title	Date
52.246-04	Inspection Of Services- Fixed Price	August 1996

E.2 ACCEPTANCE OF DELIVERABLES

Inspection and acceptance will be performed by the COTR or other such person as may be designated elsewhere in this agreement or in writing by the Contracting Officer. Acceptance of all deliverables will take place at the NSF offices in Arlington, VA.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay Of Work	April 1984

F.2 DELIVERY SCHEDULE

The delivery date for the final product is November 15, 2000.

The contractor shall work closely with NSF representatives to develop the video. At every phase of production, before advancing to the next phase, the contractor shall obtain NSF's approval in writing. All times on the schedule below are approximate.

- | | |
|---|---|
| 1. Meet with NSF personnel to discuss production ideas. | Within three days after being assigned project. |
| 2. Research/treatment | One month after meeting with NSF. |
| 3. Shoot interviews/b-roll | 8 weeks after NSF approval of treatment. |
| 4. First Draft ready for NSF approval | One week after shooting. |
| 5. Editing/rough cut for NSF approval | One month after NSF approval of first draft |
| 6. Final cut for NSF approval | One week after NSF approval of rough-cut. |

F.3 REPORTING REQUIREMENTS

a. Oral Reports and Liaison

The contractor and appropriate staff shall communicate with the COTR and others on a weekly basis to review progress to date on all tasks and to exchange views, ideas, and information concerning the methods and content of work.

b. Other Deliverables

All copies of materials developed during performance of the requirements described above shall be submitted to the Foundation or disposed of upon completion of work, in accordance with instructions from the Foundation and Section I above.

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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

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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.

(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 post award functions in administering and enforcing this contract in accordance with its terms and conditions.

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G.5 CONTRACTOR PERFORMANCE EVALUATIONS

Pursuant to FAR Subpart 42.15 the Government will perform interim and final evaluations of the Contractor's performance under the contract.

Reports of evaluations are considered to be "Source Selection Information" and may be used to support future award decisions. Performance evaluation information may be shared with other Government agencies, but shall not be released to other than Government personnel. The Government will employ appropriate management and technical controls to ensure that only authorized personnel have access to this information and data. Performance evaluations will be maintained and retained as Source Selection Information for not longer than 3 years after completion of contract performance.

Interim evaluations will be performed on an annual basis as soon as practicable after the anniversary date of the contract. The final performance evaluation will be performed as soon as practicable after completion of the work under the contract. The Government will provide the Contractor with a report of each evaluation as soon as practicable after the evaluation is completed. The Contractor will have a minimum of 30 days to submit comments, rebutting statements, or additional information. The Government will provide for a review at a level above the Contracting Officer to consider disagreements between the parties regarding any evaluation. The ultimate conclusion on the performance evaluation is a decision of the Government. Copies of the evaluation, Contractor response, and review comments, if any, will be retained as part of the evaluation.

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Clause	Title	Date
52.202-01	Definitions	October 1995
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 Government's 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
52.219-06	Notice Of Total Small Business Set-Aside	July 1996
52.219-08	Utilization of Small Business Concerns	October 1999
52.219-14	Limitations On Subcontracting	December 1996
52.222-03	Convict Labor	August 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	February 1999
52.222-29	Notification Of Visa Denial	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
52.223-06	Drug Free Workplace	January 1997
52.225-13	Restrictions On Certain Foreign Purchases	February 2000
52.225-16	European Union Sanction for Services	February 2000
52.227-14	Rights in Data--General	June 1987
52.227-17	Rights In Data-Special Works	June 1987
52.229-03	Federal, State And Local Taxes	January 1991
52.229-06	Taxes--Foreign Fixed-Price Contracts	January 1991
52.232-01	Payments	April 1984
52.232-08	Discounts For Prompt Payment	May 1997
52.232-16 Alt I	Progress Payments Alternate I	March 2000
52.232-17	Interest	June 1996
52.232-23 Alt I	Assignment of Claims Alternate I	April 1984
52.232-34	Payment by Electronic Funds Transfer--Other than Central	May 1999

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	Contractor Registration	
52.233-01 Alt I	Disputes Alternate I	March 2000
52.233-03	Protest After Award	August 1996
52.242-13	Bankruptcy	July 1995
52.243-01 Alt I	Changes--Fixed Price Alternate I	April 1984
52.244-06	Subcontracts for Commercial Items and Commercial Components	October 1998
52.245-02	Government Property (Fixed Price Contracts)	December 1989
52.246-25	Limitation If Liability--Services	February 1997
52.247-63	Preference For U.S. Flag Air Carriers	January 1997
52.248-01	Value Engineering	February 2000
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	September 1996
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.253-01	Computer Generated Forms	January 1991

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SECTION J – LIST OF ATTACHMENTS

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. 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 or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

Provision	Title	Date
52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	April 1991

K.2 52.204-03 TAXPAYER IDENTIFICATION (OCT 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;

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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 _____.

(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.3 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 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.

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(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.

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

(a)(1) The standard industrial classification (SIC) code for this acquisition is 7812 *Motion Picture and Video Tape Production*.

(2) The small business size standard is \$21.5 million in average annual receipts 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.

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"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.

(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 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 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;

(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.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 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.

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. 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 or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.215-01	Instructions to Offerors--Competitive Acquisition	November 1999
52.232-13	Notice Of Progress Payments	April 1984
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999

L.2 PRICING INSTRUCTIONS

The contractor shall provide price quotations and breakdowns for each item listed below.

Activity	Hours Required	Cost/Price
Research/treatment		
On-location shooting		
Editing		
Artwork		
Special effects		
Animation		
Stock footage		
Any additional services not listed		
Totals		

L.3 52.216-01 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price type contract resulting from this solicitation.

L.4 52.233-02 SERVICE OF PROTEST (AUG 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. Steven L. Strength
Section Head, Contracts Branch
Division of Contracts, Policy, and Oversight
National Science Foundation
4201 Wilson Boulevard, Suite 475
Arlington, VA 22230

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(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.5 PROPOSAL PREPARATION INSTRUCTIONS

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.

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 four (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.

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- (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.
- (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) **Samples.** 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. Sample tape(s) submitted with the proposal should reflect the capabilities of the production team and the firm, as it relates to the requirements set forth in this solicitation (e.g., animation, artwork, special effects, on screen interviews, etc.) Samples will not be returned.

BUSINESS PROPOSAL VOLUME

- (a) Offerors are advised that the Government anticipates award of firm-fixed-price 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*)
 - Completed Section K certifications and representations
 - Completed pricing detail in Section B.2
 - Other information
- (c) Block 12 through 18 of the SF 33 of this solicitation must be filled in as appropriate and returned with a

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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 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 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.
 - (7) 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.

PAST PERFORMANCE VOLUME

The section of the proposal pertaining to experience and past performance must contain the following information on **all** relevant contracts of a similar nature and scope as the Government's requirement described in this solicitation 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.

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.

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- (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 under runs 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.

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- (i) 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.

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SECTION M – EVALUATION CRITERIA

M.1 INTRODUCTION

This contract will provide production services for the National Science Foundation video that will point out the benefits that the completion of complete gene sequencing of the Arabidopsis plant can offer the public and the history of the research, as well as future benefits.

M.2 OVERALL 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 without discussions.

M.3 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.

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 or 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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The technical evaluation is the only one that is weighted and scored. The findings will be presented to the Source Selection Official. Technical factors are, however, considered the most important and will be the primary basis for award.

The Source Selection Official will select for award that proposal which offers the greatest value to the Government, based on technical merit and price.

M.4 TECHNICAL EVALUATION FACTORS

Proposals received in response to this solicitation will be reviewed and evaluated by a technical proposal evaluation committee. The technical evaluation will be conducted for the purpose of determining the relative merits of the proposals in accordance with the technical evaluation factors established by the Government prior to the receipt of proposals. The technical evaluation factors that will be considered and numerically weighted and scored are identified as follows. Relative importance is indicated by the points assigned to each factor.

- A. Qualifications and Relevant Experience/Proposed (35 points maximum)
 - Production Team Videographer (5 points maximum)
 - Writer (10 points maximum)
 - Director (10 points maximum)
 - Editor (5 points maximum)
 - Experience of Company (5 points maximum)

The qualification and experience of the production team are an important consideration in evaluation and selection, and require comprehensive background for the proposed writer, cinematographer, director, and editor. Company experience is an important factor as well -- lengths of time in business, length of time employees have worked for company, etc.

- B. Creativity, Writing, Editing, Overall Production quality of Sample Film (25 points maximum)

The sample is an important consideration in the Government's evaluation and selection of a contractor. It will be judged on its creative value and its technical excellence in direction, writing, editing, music, narration, cinematography, and animation, if any.

- C. Other films/videos produced by team proposed (20 points maximum)

Other films/videos produced by the proposed team is considered an important factor, as it denotes stability of the company and a production crew who works well together.

- D. Previous Awards of sample film (15 points maximum)
- E. Understanding of project (5 points maximum)