

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER **BBGCON3607S6521-PKL** 6. SOLICITATION ISSUE DATE

7. **FOR SOLICITATION INFORMATION CALL:** a. NAME **Patricia Ludlow** b. TELEPHONE NUMBER (No collect calls) **(202) 205-9664** 8. OFFER DUE DATE/LOCAL TIME **09/07/2007 1300 ET**

9. ISSUED BY **Broadcasting Board of Governors
International Broadcasting Bureau
Office of Contracts (M/CON)
Room 2527, Switzer Building
330 C Street (SW)
Washington DC 20237** CODE **M/CON/CR** 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR: SMALL BUSINESS EMERGING SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)
NAICS: **492210** SIZE STANDARD: **\$23.50**

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING **NONE** 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE **Loading dock at the HHS-North Bldg.
a.k.a. Cohen Building
(underground off 3rd Street, SW)
330 Independence Avenue, SW
Washington, DC 20237** 16. ADMINISTERED BY CODE **M/CON/CR** **Broadcasting Board of Governors
International Broadcasting Bureau
Office of Contracts (M/CON)
Room 2527, Switzer Building
330 C Street (SW)
Washington DC 20237**

17a. CONTRACTOR/OFFEROR CODE **Facility Code** 18a. PAYMENT WILL BE MADE BY CODE **Broadcasting Board of Governors (BBG)
International Broadcasting Bureau (IBB)
Office of Financial Operations
CFO/A Room 1655
330 Independence Avenue, SW
Washington, DC 20237**

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: Not Available DUNS Number: Not Available Annual Newspaper Subscriptions for Local and Out-of-Town Period of Performance: 10/01/2007 to 09/30/2012 Requisition No.: R 0518 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **3** COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) **Karen S. Harper** 31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See delivery/task orders issued.				

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT: COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 42a. RECEIVED BY (*Print*) _____
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42b. RECEIVED AT (*Location*) _____
 42c. DATE REC'D (*YY/MM/DD*) _____ 42d. TOTAL CONTAINERS _____

TABLE OF CONTENTS

A.	STANDARD FORM (SF) 1449	1
A.	STANDARD FORM (SF) 1449 <i>continued</i>	2
	TABLE OF CONTENTS	3
B.	PRICE SCHEDULE	4
	ASSURANCES AND REQUIREMENTS	4
	GEOGRAPHICAL RESTRICTION	4
	MINIMUM AND MAXIMUM	4
C.	CONTRACT CLAUSES	20
	52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2007)	20
	ADDENDUM TO: 52.212-4	24
	1.0 TERM OF CONTRACT	24
	2.0 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	24
	3.0 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	24
	4.0 DELIVERY POINTS	24
	5.0 DELIVERY SCHEDULE	24
	6.0 NON-DELIVERY REPLACEMENT OR REFUND FOR MISSING NEWSPAPER(S)	25
	7.0 NOTICE OF DELAY	25
	52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUNE 2007)	26
	52.216-18 ORDERING (OCT 1995)	28
	52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	29
	52.237-3 CONTINUITY OF SERVICES (JAN 1991)	29
	52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)	29
D.	DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	30
	1.0 DESCRIPTION/STATEMENT OF WORK	30
	2.0 DELIVERABLES	30
	3.0 SUBSCRIPTION PROFILE	30
	4.0 AUTHORIZED REPRESENTATIVE(S) OF THE CONTRACTING OFFICER (AR/CO)	31
	5.0 SUMMARY OF EXISTING BBG/IBB SUBSCRIBERS	31
	6.0 ORDERING OFFICIALS	31
	7.0 AUTHORIZED REPRESENTATIVE OF CONTRACTING OFFICER (ARCO)	32
	8.0 PERFORMANCE OF TRANSITIONAL SERVICES	33
	9.0 PAYMENT AND REFUNDS	33
	10.0 CREDIT CARD PAYMENT	33
	11.0 SUBSCRIPTION RATE CHANGES	34
	12.0 CONTRACT ADMINISTRATION	34
E.	SOLICITATION PROVISIONS	35
	52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (SEPT 2006)	35
	ADDENDUM TO: 52.212-1	38
	1.0 The Government intends to issue a single contract award for all line items.	38
	2.0 PAST PERFORMANCE	38
	3.0 REFERENCE(s)	38
	4.0 RESUMES or QUALIFICATIONS OF KEY PERSONNEL	38
	5.0 EXCHANGES WITH OFFERORS/QUESTIONS	38
	6.0 FINAL PRICE REVISION/BAFO	38
	52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)	39
	BASIS FOR AWARD	39
	(i) EVALUATION FACTORS IN DESCENDING ORDER OF IMPORTANCE	39
	(ii) RELATIVE IMPORTANCE OF ALL OTHER EVALUATION FACTORS, WHEN COMBINED, WHEN COMPARED TO PRICE	39
	52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2006)	40

B. PRICE SCHEDULE

ASSURANCES AND REQUIREMENTS

- 1.1 The Contractor shall furnish local and out-of- town newspaper subscriptions on an annual subscription basis and shall hand-deliver such newspapers to the designated addresses in the Washington DC Metropolitan area in accordance with the Description/Specifications/Work Statement and other conditions contained in this Solicitation.
- 1.2 The annual subscription rates provided below shall include all expenses associated with the performance of services rendered, i.e. cost of bundling, marking and delivery of newspapers by the Contractor to the addresses specified on separate Agency delivery orders.
- 1.3 Any Agency subscription order(s) placed for a period of less than one year shall be billed at pro rata prices. Offerors shall insert in the table below their "**annual subscription rates**" for each of the identified publications as delivered in each of the indicated delivery schedules (i.e. days of the week) regardless of whether an estimated quantity is indicated.

GEOGRAPHICAL RESTRICTION

Due to the nature of supplies/service and timeliness of daily delivery requirements hereunder, Offerors must have an established local area office located within the Washington Metropolitan Area within a 25-mile radius of BBG/IBB Headquarters located at 330 Independence Avenue, SW, Washington, DC 20237.

MINIMUM AND MAXIMUM

- 1.1 Except as provided in Schedule B herein, the Government makes no guarantee as to the exact number of Task Orders or actual dollar amount of services that will, in fact, be requested during the term of the contract.
- 1.2 The annual cumulative amount of supplies/services anticipated for this contract is estimated to be approximately **\$75,000** to **\$85,000** annually.
- 1.3 The annual minimum amount of services that the Government will order and that the contractor shall be required to perform will be \$5,000 (See FAR 52.216-18 entitled "Ordering").
- 1.4 In the event that the Government exercises its option to extend the Contractor's services, the above stated monetary limits and subscription rates shall apply to the extended term.

BASE YEAR: 01 SEPTEMBER 2007 through 31 AUGUST 2008

Item	Description	Estimated Quantity	Unit Price \$\$	Extended \$ Amount
001. Baltimore Sun	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	d. Saturday only	5	\$ _____	\$ _____
	e. Sunday only	5	\$ _____	\$ _____
002. Boston Globe	a. Monday thru Friday		\$ _____	\$ _____
	b. Monday thru Saturday	3	\$ _____	\$ _____
	C. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only		\$ _____	\$ _____
	e. Sunday only	1	\$ _____	\$ _____
003. Chicago Tribune	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	2	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	2	\$ _____	\$ _____
	e. Sunday only	2	\$ _____	\$ _____
004. Christian Science Monitor	Monday thru Friday	88	\$ _____	\$ _____
005. Federal Times	Weekly on Mondays	1	\$ _____	\$ _____
006. Financial Times of London	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	c. Saturday	2	\$ _____	\$ _____
007. International Herald Tribune	a. Monday thru Friday	4	\$ _____	\$ _____
	b. Monday thru Saturday	4	\$ _____	\$ _____
	c. Saturday	2	\$ _____	\$ _____
008. Los Angeles Times	a. Monday thru Friday	25	\$ _____	\$ _____
	b. Monday thru Saturday	1	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	1	\$ _____	\$ _____
	e. Sunday only	5	\$ _____	\$ _____
009. Miami Herald	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	1	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	1	\$ _____	\$ _____
	e. Sunday only	1	\$ _____	\$ _____

BASE YEAR: 01 SEPTEMBER 2007 through 31 AUGUST 2008

Item	Description	Estimated Quantity	Unit Price \$\$	Extended \$ Amount
010. New York Daily News	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday	1	\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
011. New York Post	a. Monday thru Friday		\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday	1	\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only		\$	\$
012. New York Times	a. Monday thru Friday	95	\$	\$
	b. Monday thru Saturday	35	\$	\$
	c. Monday thru Sunday	2	\$	\$
	d. Saturday only	20	\$	\$
	e. Sunday only	50	\$	\$
013. Nuevo El Herald	a. Monday thru Friday	5	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
014. Philadelphia Inquirer	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only		\$	\$
	e. Sunday only	1	\$	\$
015. Richmond Times Dispatch	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday		\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
016. USA Today	Monday thru Friday	50	\$	\$
017. Wall Street Journal	Monday thru Friday	65	\$	\$
018. Washington Afro-American	Weekly on Fridays	1	\$	\$

BASE YEAR: 01 SEPTEMBER 2007 through 31 AUGUST 2008

Item	Description	Estimated Quantity	Unit Price \$\$	Extended \$ Amount
019. Washington Post (Early Edition)	a. Monday thru Friday	35	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	10	\$ _____	\$ _____
020. Washington Post (Final Edition)	a. Monday thru Friday	70	\$ _____	\$ _____
	b. Monday thru Saturday	40	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	20	\$ _____	\$ _____
	e. Sunday only	45	\$ _____	\$ _____
021. Washington Times	a. Monday thru Friday	45	\$ _____	\$ _____
	b. Monday thru Saturday	40	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	10	\$ _____	\$ _____
	e. Sunday only	20	\$ _____	\$ _____
TOTAL PRICE for BASE YEAR based on Estimated Quantities				\$ _____

OPTION I PERIOD: 01 SEPTEMBER 2008 through 31 AUGUST 2009

Item	Description	Estimated Quantity	Unit Price \$\$	Extended \$ Amount
001. Baltimore Sun	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	d. Saturday only	5	\$ _____	\$ _____
	e. Sunday only	5	\$ _____	\$ _____
002. Boston Globe	a. Monday thru Friday		\$ _____	\$ _____
	b. Monday thru Saturday	3	\$ _____	\$ _____
	C. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only		\$ _____	\$ _____
	e. Sunday only	1	\$ _____	\$ _____
003. Chicago Tribune	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	2	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	2	\$ _____	\$ _____
	e. Sunday only	2	\$ _____	\$ _____
004. Christian Science Monitor	Monday thru Friday	88	\$ _____	\$ _____
005. Federal Times	Weekly on Mondays	1	\$ _____	\$ _____
006. Financial Times of London	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	c. Saturday	2	\$ _____	\$ _____
007. International Herald Tribune	a. Monday thru Friday	4	\$ _____	\$ _____
	b. Monday thru Saturday	4	\$ _____	\$ _____
	c. Saturday	2	\$ _____	\$ _____
008. Los Angeles Times	a. Monday thru Friday	25	\$ _____	\$ _____
	b. Monday thru Saturday	1	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	1	\$ _____	\$ _____
	e. Sunday only	5	\$ _____	\$ _____
009. Miami Herald	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	1	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	1	\$ _____	\$ _____
	e. Sunday only	1	\$ _____	\$ _____

OPTION I PERIOD: 01 SEPTEMBER 2008 through 31 AUGUST 2009

Item	Description	Estimated Quantity	Unit Price \$\$	Extended \$ Amount
010. New York Daily News	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday	1	\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
011. New York Post	a. Monday thru Friday		\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday	1	\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only		\$	\$
012. New York Times	a. Monday thru Friday	95	\$	\$
	b. Monday thru Saturday	35	\$	\$
	c. Monday thru Sunday	2	\$	\$
	d. Saturday only	20	\$	\$
	e. Sunday only	50	\$	\$
013. Nuevo El Herald	a. Monday thru Friday	5	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
014. Philadelphia Inquirer	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only		\$	\$
	e. Sunday only	1	\$	\$
015. Richmond Times Dispatch	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday		\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
016. USA Today	Monday thru Friday	50	\$	\$
017. Wall Street Journal	Monday thru Friday	65	\$	\$
018. Washington Afro-American	Weekly on Fridays	1	\$	\$

OPTION I PERIOD: 01 SEPTEMBER 2008 through 31 AUGUST 2009

Item	Description	Estimated Quantity	Unit Price \$\$	Extended \$ Amount
019. Washington Post (Early Edition)	a. Monday thru Friday	35	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	10	\$ _____	\$ _____
020. Washington Post (Final Edition)	a. Monday thru Friday	70	\$ _____	\$ _____
	b. Monday thru Saturday	40	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	20	\$ _____	\$ _____
	e. Sunday only	45	\$ _____	\$ _____
021. Washington Times	a. Monday thru Friday	45	\$ _____	\$ _____
	b. Monday thru Saturday	40	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	10	\$ _____	\$ _____
	e. Sunday only	20	\$ _____	\$ _____
TOTAL PRICE for OPTION I PERIOD based on Estimated Quantities				\$ _____

OPTION II PERIOD: 01 SEPTEMBER 2009 through 31 AUGUST 2010

Item	Description	Estimated Quantity	Unit Price \$\$	Extended \$ Amount
001. Baltimore Sun	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	d. Saturday only	5	\$ _____	\$ _____
	e. Sunday only	5	\$ _____	\$ _____
002. Boston Globe	a. Monday thru Friday		\$ _____	\$ _____
	b. Monday thru Saturday	3	\$ _____	\$ _____
	C. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only		\$ _____	\$ _____
	e. Sunday only	1	\$ _____	\$ _____
003. Chicago Tribune	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	2	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	2	\$ _____	\$ _____
	e. Sunday only	2	\$ _____	\$ _____
004. Christian Science Monitor	Monday thru Friday	88	\$ _____	\$ _____
005. Federal Times	Weekly on Mondays	1	\$ _____	\$ _____
006. Financial Times of London	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	c. Saturday	2	\$ _____	\$ _____
007. International Herald Tribune	a. Monday thru Friday	4	\$ _____	\$ _____
	b. Monday thru Saturday	4	\$ _____	\$ _____
	c. Saturday	2	\$ _____	\$ _____
008. Los Angeles Times	a. Monday thru Friday	25	\$ _____	\$ _____
	b. Monday thru Saturday	1	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	1	\$ _____	\$ _____
	e. Sunday only	5	\$ _____	\$ _____
009. Miami Herald	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	1	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	1	\$ _____	\$ _____
	e. Sunday only	1	\$ _____	\$ _____

OPTION II PERIOD: 01 SEPTEMBER 2009 through 31 AUGUST 2010

Item	Description	Estimated Quantity	Unit Price \$\$	Extended \$ Amount
010. New York Daily News	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday	1	\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
011. New York Post	a. Monday thru Friday		\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday	1	\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only		\$	\$
012. New York Times	a. Monday thru Friday	95	\$	\$
	b. Monday thru Saturday	35	\$	\$
	c. Monday thru Sunday	2	\$	\$
	d. Saturday only	20	\$	\$
	e. Sunday only	50	\$	\$
013. Nuevo El Herald	a. Monday thru Friday	5	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
014. Philadelphia Inquirer	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only		\$	\$
	e. Sunday only	1	\$	\$
015. Richmond Times Dispatch	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday		\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
016. USA Today	Monday thru Friday	50	\$	\$
017. Wall Street Journal	Monday thru Friday	65	\$	\$
018. Washington Afro-American	Weekly on Fridays	1	\$	\$

OPTION II PERIOD: 01 SEPTEMBER 2009 through 31 AUGUST 2010

Item	Description	Estimated Quantity	Unit Price \$\$	Extended \$ Amount
019. Washington Post (Early Edition)	a. Monday thru Friday	35	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	10	\$ _____	\$ _____
020. Washington Post (Final Edition)	a. Monday thru Friday	70	\$ _____	\$ _____
	b. Monday thru Saturday	40	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	20	\$ _____	\$ _____
	e. Sunday only	45	\$ _____	\$ _____
021. Washington Times	a. Monday thru Friday	45	\$ _____	\$ _____
	b. Monday thru Saturday	40	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	10	\$ _____	\$ _____
	e. Sunday only	20	\$ _____	\$ _____
TOTAL PRICE for OPTION II PERIOD based on Estimated Quantities				\$ _____

OPTION III PERIOD: 01 SEPTEMBER 2010 through 31 AUGUST 2011

Item	Description	Estimated Quantity	Unit Price \$	Extended \$ Amount
001. Baltimore Sun	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	d. Saturday only	5	\$ _____	\$ _____
	e. Sunday only	5	\$ _____	\$ _____
002. Boston Globe	a. Monday thru Friday		\$ _____	\$ _____
	b. Monday thru Saturday	3	\$ _____	\$ _____
	C. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only		\$ _____	\$ _____
	e. Sunday only	1	\$ _____	\$ _____
003. Chicago Tribune	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	2	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	2	\$ _____	\$ _____
	e. Sunday only	2	\$ _____	\$ _____
004. Christian Science Monitor	Monday thru Friday	88	\$ _____	\$ _____
005. Federal Times	Weekly on Mondays	1	\$ _____	\$ _____
006. Financial Times of London	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	c. Saturday	2	\$ _____	\$ _____
007. International Herald Tribune	a. Monday thru Friday	4	\$ _____	\$ _____
	b. Monday thru Saturday	4	\$ _____	\$ _____
	c. Saturday	2	\$ _____	\$ _____
008. Los Angeles Times	a. Monday thru Friday	25	\$ _____	\$ _____
	b. Monday thru Saturday	1	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	1	\$ _____	\$ _____
	e. Sunday only	5	\$ _____	\$ _____
009. Miami Herald	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	1	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	1	\$ _____	\$ _____
	e. Sunday only	1	\$ _____	\$ _____

OPTION III PERIOD: 01 SEPTEMBER 2010 through 31 AUGUST 2011

Item	Description	Estimated Quantity	Unit Price \$\$	Extended \$ Amount
010. New York Daily News	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday	1	\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
011. New York Post	a. Monday thru Friday		\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday	1	\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only		\$	\$
012. New York Times	a. Monday thru Friday	95	\$	\$
	b. Monday thru Saturday	35	\$	\$
	c. Monday thru Sunday	2	\$	\$
	d. Saturday only	20	\$	\$
	e. Sunday only	50	\$	\$
013. Nuevo El Herald	a. Monday thru Friday	5	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
014. Philadelphia Inquirer	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only		\$	\$
	e. Sunday only	1	\$	\$
015. Richmond Times Dispatch	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday		\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
016. USA Today	Monday thru Friday	50	\$	\$
017. Wall Street Journal	Monday thru Friday	65	\$	\$
018. Washington Afro-American	Weekly on Fridays	1	\$	\$

OPTION III PERIOD: 01 SEPTEMBER 2010 through 31 AUGUST 2011

Item	Description	Estimated Quantity	Unit Price \$\$	Extended \$ Amount
019. Washington Post (Early Edition)	a. Monday thru Friday	35	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	10	\$ _____	\$ _____
020. Washington Post (Final Edition)	a. Monday thru Friday	70	\$ _____	\$ _____
	b. Monday thru Saturday	40	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	20	\$ _____	\$ _____
	e. Sunday only	45	\$ _____	\$ _____
021. Washington Times	a. Monday thru Friday	45	\$ _____	\$ _____
	b. Monday thru Saturday	40	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	10	\$ _____	\$ _____
	e. Sunday only	20	\$ _____	\$ _____
TOTAL PRICE for OPTION III PERIOD based on Estimated Quantities				\$ _____

OPTION IV PERIOD: 01 SEPTEMBER 2011 through 31 AUGUST 2012

Item	Description	Estimated Quantity	Unit Price \$	Extended \$ Amount
001. Baltimore Sun	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	d. Saturday only	5	\$ _____	\$ _____
	e. Sunday only	5	\$ _____	\$ _____
002. Boston Globe	a. Monday thru Friday		\$ _____	\$ _____
	b. Monday thru Saturday	3	\$ _____	\$ _____
	C. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only		\$ _____	\$ _____
	e. Sunday only	1	\$ _____	\$ _____
003. Chicago Tribune	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	2	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	2	\$ _____	\$ _____
	e. Sunday only	2	\$ _____	\$ _____
004. Christian Science Monitor	Monday thru Friday	88	\$ _____	\$ _____
005. Federal Times	Weekly on Mondays	1	\$ _____	\$ _____
006. Financial Times of London	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	c. Saturday	2	\$ _____	\$ _____
007. International Herald Tribune	a. Monday thru Friday	4	\$ _____	\$ _____
	b. Monday thru Saturday	4	\$ _____	\$ _____
	c. Saturday	2	\$ _____	\$ _____
008. Los Angeles Times	a. Monday thru Friday	25	\$ _____	\$ _____
	b. Monday thru Saturday	1	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	1	\$ _____	\$ _____
	e. Sunday only	5	\$ _____	\$ _____
009. Miami Herald	a. Monday thru Friday	5	\$ _____	\$ _____
	b. Monday thru Saturday	1	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	1	\$ _____	\$ _____
	e. Sunday only	1	\$ _____	\$ _____

OPTION IV PERIOD: 01 SEPTEMBER 2011 through 31 AUGUST 2012

Item	Description	Estimated Quantity	Unit Price \$\$	Extended \$ Amount
010. New York Daily News	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday	1	\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
011. New York Post	a. Monday thru Friday		\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday	1	\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only		\$	\$
012. New York Times	a. Monday thru Friday	95	\$	\$
	b. Monday thru Saturday	35	\$	\$
	c. Monday thru Sunday	2	\$	\$
	d. Saturday only	20	\$	\$
	e. Sunday only	50	\$	\$
013. Nuevo El Herald	a. Monday thru Friday	5	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
014. Philadelphia Inquirer	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday	1	\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only		\$	\$
	e. Sunday only	1	\$	\$
015. Richmond Times Dispatch	a. Monday thru Friday	1	\$	\$
	b. Monday thru Saturday		\$	\$
	c. Monday thru Sunday		\$	\$
	d. Saturday only	1	\$	\$
	e. Sunday only	1	\$	\$
016. USA Today	Monday thru Friday	50	\$	\$
017. Wall Street Journal	Monday thru Friday	65	\$	\$
018. Washington Afro-American	Weekly on Fridays	1	\$	\$

OPTION IV PERIOD: 01 SEPTEMBER 2011 through 31 AUGUST 2012

Item	Description	Estimated Quantity	Unit Price \$\$	Extended \$ Amount
019. Washington Post (Early Edition)	a. Monday thru Friday	35	\$ _____	\$ _____
	b. Monday thru Saturday	5	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	10	\$ _____	\$ _____
020. Washington Post (Final Edition)	a. Monday thru Friday	70	\$ _____	\$ _____
	b. Monday thru Saturday	40	\$ _____	\$ _____
	c. Monday thru Sunday	1	\$ _____	\$ _____
	d. Saturday only	20	\$ _____	\$ _____
	e. Sunday only	45	\$ _____	\$ _____
021. Washington Times	a. Monday thru Friday	45	\$ _____	\$ _____
	b. Monday thru Saturday	40	\$ _____	\$ _____
	c. Monday thru Sunday		\$ _____	\$ _____
	d. Saturday only	10	\$ _____	\$ _____
	e. Sunday only	20	\$ _____	\$ _____
TOTAL PRICE for OPTION IV PERIOD based on Estimated Quantities				\$ _____

C. CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2007)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

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

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

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a

minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(End of clause)

ADDENDUM TO: 52.212-4

1.0 TERM OF CONTRACT

The Base Year period of performance of the subject contract shall be (12) months. The Government will have the option to extend the term of the contract for an additional four (4) one year periods. The Government will provide written notice to the Contractor not later than thirty (30) days prior to the expiration date of the initial contract or any extension thereof.

2.0 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

3.0 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

4.0 DELIVERY POINTS

Normal delivery of the Agency's local newspapers and morning editions of out-of-town newspaper subscriptions shall be made not later than 6:30 AM, Monday through Friday to:

HHS-NORTH BUILDING (also referred to as the "COHEN BLDG")
LOADINGDOCK underground entrance off 3rd Street, SW
330 INDEPENDENCE AVENUE, SW
WASHINGTON, DC 20237

5.0 DELIVERY SCHEDULE

a. Day-of-Issue Delivery - Normally newspapers shall be delivered to those Agency addresses specified on the executed OF347 delivery orders not later than 6:30 A.M. Monday through Friday, holidays excluded.

b. Day After Issue Delivery - in the case of evening editions for out-of-town newspapers, delivery shall be made the following morning.

c. Different Weekend Delivery Requirements - Some bundles being order by Agency offices will have different weekend delivery requirements that will be specified on their OF347 delivery order(s). Most important are those that DO REQUIRE WEEKEND DELIVERY on

Saturday and/or Sunday. In general however, weekend newspapers for most Agency customers will be delivered on the Monday following the subject weekend.

6.0 NON-DELIVERY REPLACEMENT OR REFUND FOR MISSING NEWSPAPER(S)

- a. In the event that there is a failure to deliver any newspaper on schedule, or there is a shortage in the count of newspapers delivered, the Contractor shall make delivery of the missing newspaper(s) **WITHIN TWO (2) HOURS** after notification by the respective Agency ordering office; provided however, that the Agency may, in lieu of giving such notification on any particular instance or instances, resort to any other rights or remedies that it may have by law or under this contract.
- b. The Contractor or an authorized representative of the Contractor must be available during normal business hours, so that Agency personnel may contact him/her to provide notification of non-delivery or shortages.
- c. **IT IS ESSENTIAL THAT THE CONTRACTOR EXERCISE EXTREME CARE TO AVOID ANY NONDELIVERIES OR SHORTAGES IN ORDER TO AVOID DISRUPTION OR IMPACT THE AGENCY'S PERFORMANCE.**
- d. The Contractor, at the Agency's request shall make refund(s) for the cost of newspapers not delivered as required, and for the amounts paid by the Agency for emergency purchase of newspapers from other sources that are deemed necessary by the Contractor's late deliveries or shortages.

7.0 NOTICE OF DELAY

If the Contractor becomes unable to complete the contract work at the time(s) specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons therefore. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor, but in no event less than seven (7) calendar days before the completion date (i.e., end of the term of contract) specified in this contract, unless otherwise directed by the Contracting Officer. When notice is so required, the Contracting Officer may extend the time specified in the Schedule for such period, as he/she deems advisable.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUNE 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).[

(4) Reserved]

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

(16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

(18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (25) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (26)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ___ (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- ___ (31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (33) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (34) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (35) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (36) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (37)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
- (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from OCTOBER 1, 2007, through AUGUST 31, 2008 and for any subsequent option period exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)

(a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.

(b) The Contractor shall—

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

D. DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1.0 DESCRIPTION/STATEMENT OF WORK

The Contractor shall furnish and "deliver by hand" local and out-of-town newspapers at annual subscription prices set forth in Schedule on an "annual subscription basis" to designated Agency addresses in the Washington Metropolitan Area specifically identified on the Delivery/Task Orders according to terms and conditions set forth herein.

2.0 DELIVERABLES

- a. NEWSPAPER BUNDLES specified in Agency delivery orders shall be preserved, packaged and packed in accordance with the Contractor's best commercial packing standards to assure their safe delivery at destination.
- b. Each bundle of newspapers prepared for Agency elements shall be:
 - a. Securely bound with twine tied lengthwise and widthwise; and
 - b. Clearly marked in LARGE LETTERS showing the building destination point(s) by **ROOM NUMBER** and office symbol(s).
- c. Note that certain Agency elements as specified in their Agency delivery orders will require separate bundling and marking of their newspapers that shall be complied with by the Contractor.
- d. LIST SHEET - The Contractor shall prepare a "list sheet" in duplicate that identifies the addressee name(s) and quantities of newspapers contained in each bundle. This LIST SHEET **shall be initialed or signed by a supervisor or other representative of the contractor to certify the correctness of each LIST SHEET** and be attached to each bundle.
- e. It is essential that the packaging and attached list sheet for EACH BUNDLE be accurate.
- f. **REPLACEMENT OF NEWSPAPERS MISSING** – Any newspaper(s) determined to be missing from their subject LIST SHEET will be replaced not later than two (2) hours after respective daily delivery times OR within two (2) hours of being notified (whichever is earlier) by the Authorized Representative of the Contracting Officer (AR/CO) or Point of Contact or other designated Agency staff member.
NOTE: If the newspaper publisher fails to deliver the newspaper for reasons not under the control of the contractor (i.e., publisher printing plant problems; adverse weather impacting airline flights from the publisher, etc.), the contractor will deliver the missing newspaper the next business day if the contractor receives the newspaper from the publisher.

3.0 SUBSCRIPTION PROFILE

In an effort to maintain an easily referenced, comprehensive record of newspaper distribution within the Agency, the contractor shall provide the Authorized Representative of the Contracting Officer (AR/CO) a quarterly list identifying all newspaper subscriptions (titles) and delivered quantities of each newspaper title according to the Agency element (office symbol) and room number(s).

4.0 AUTHORIZED REPRESENTATIVE(S) OF THE CONTRACTING OFFICER (AR/CO)

- 1) Paul (Mike) Willis, 202-203-4001/4016; and/or
- 2) Wanda Epps, 202-203-4017.

5.0 SUMMARY OF EXISTING BBG/IBB SUBSCRIBERS

The contractor shall comply and deliver the specified newspapers to the following Agency elements listed below in accordance with those instructions and related delivery designation points indicated on executed OF347 delivery orders. It is understood that any time, on specific subscription order, the Agency reserves the right to change the delivery point(s) or add additional point(s) of delivery, as designated by the Ordering Officer(s) within the Washington Metropolitan Area.

[See insert of Microsoft Excel file named: _____ listing of current subscribers as of _____]

6.0 ORDERING OFFICIALS

The following Administrative Officer or administrative support staff of the Agency are hereby designed as Points of Contact on behalf of the Agency's AR/CO or Ordering Officer for the Agency newspaper subscription accounts who have the responsibility for issuing the OF347 delivery orders and/or making purchases via Agency credit cards:

Office Symbols	Ordering Officials	Telephone Numbers	Email Addresses
M/AO	Angela Campbell	202-203-4588	alcampbell@ibb.gov
M/AO	Marilyn Lampkins	202-203-4588	mlampkin@ibb.gov
M/AO	Jeanene Bass-Lewis	202-203-4595	jmbass@ibb.gov
M/AO	Lisa Washan	202-203-4595	lwashan@voanews.com
M/A	Denise Barry-Noll	202-203-4563	denise@ibb.gov
E/R	Denise	202-203-4560	denise@ibb.gov
E/R	Helen Giff	202-203-4004	hgiff@ibb.gov
P	Jeanette Davis	202-203-4514	jdavis@voanews.com
P/KM	Andrea Tadic	202-203-4953	atadic@voanews.com
P/N	Mary Kroll	202-203-4170	marykroll@ibb.gov
P/N	Lakeisha Washington	202-203-4161	lkwashin@ibb.gov
P/NI	Angela McCain	202-619-0997	aamccain@ibb.gov
VOA	Mishawn Wright	202-203-4522	mawright@ibb.gov
VOA/LA	Denise Davis	202-203-4024	denise@ibb.gov
VOA/LA	Adiatu (Tutu) Sahidkarim	202-203-4022	askarim@voanews.com
VOA/O	Rose McKinnon	202-401-8427	mckinnon@ibb.gov
VOA/O	Donna Buchan	202-203-4826	dlbuchan@voanews.com
VOA/LE	Cecelia Simms	202-382-5295	csimms@voanews.com
VOA/LP	Deborah Sims	202-382-5744	dsims@voanews.com
VOA/LN	Denise Barry-Noll	202-203-4563	denise@voanews.com
VOA/LW	Melissa Havens	202-205-3592	mhavens@voanews.com
VOA/LS	Seneca Belinfo	202-203-4944	sbelinfo@ibb.gov
VOA/LS	Deborah Sims	202-203-4802	djsims@voanews.com

VOA/LM	Belinda Proctor	202-203-4819	bcprocto@voanews.com
VOA/LP	Vanessa Datcher	202-382-5870	vddatche@voanews.com
VOA/CP	Beverly Serene	202-203-4888	besserene@voanews.com
VOA/CC	Cynthia Krasinski	202-203-4940	cakrasin@voanews.com
VOA/CC	Wendy Jackson	202-203-4888	wcjackso@voanews.com
M/C	Theressa Green	202-401-6166	tgreen@ibb.gov
M/C	Phyllis Bryan	202-619-2662	pbryan@ibb.gov
M/HO	Betty Ludwick	202-619-3117	bjludwic@ibb.gov
P/NI	Sandra Stewart	202-619-1652	sdstewar@ibb.gov
VOA/OB	Katrina Frazier (Gallow)	202-203-4831	kjgallow@voanews.com
E/R	Princess Lester	202-619-3841	plester@ibb.gov
VOA/LB	Essie Harris	202-382-5873	ebharris@voanews.com
BBG	Brenda Massey HARDNETT	202-401-3736	
M/P	Margie Russell	202-619-3465	
M/T	Demetria Anderson	202-619-2020	
VOA/A	Geraldine Scott	202-401-7025	
VOA/A	Eleanor Moody	202-619-2060	
VOA/U	Tamara Mijich	202-619-0938	
TVX	Dee Hollingsworth	202-401-8503	

Mike, the individuals highlighted in...
 ■■■■■ are on an old list, but not on list submitted by you dated 6/7/07;
 ■■■■■ are on the list submitted by you, but not in the BBG directory; and
 ■■■■■ are from the old solicitation/contract, but not on the list submitted by you.
 Please ensure that the highlighted individuals should or should not be an ordering official. ;)

7.0 AUTHORIZED REPRESENTATIVE OF CONTRACTING OFFICER (ARCO)

The Authorized Representative of the Contracting Officer (AR/CO), who has the responsibility of ensuring that the work conforms to the requirements of the contract and other such responsibilities and authorities as may be specified is:

Paul (Mike) Willis 202-203-4001/4016 –or– Wanda Epps 202-203-4017

BBG/IBB Office of Administration (M/AC)
 Cohen Building – Room G-065
 330 Independence Avenue, SW, Washington, DC 20237

It is understood and agreed, in particular, that the AR/CO shall not have the authority to make changes in the scope or terms and conditions of the contract unless and only to the extent that such authority is specified in the contract. THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT, ABSENT THE REQUISITE AUTHORITY OF THE AR/CO TO MAKE ANY SUCH CHANGES, IT MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY ALSO BE REQUIRED, AT NO ADDITIONAL COSTS TO THE GOVERNMENT, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

8.0 PERFORMANCE OF TRANSITIONAL SERVICES

In the event the Government decides at any time prior to the scheduled date for completion of contract performance to obtain the same or similar services performed under this contract from another source, Governmental or non-Governmental, the contractor agrees to perform transitional services. These services shall be performed following written notice by the Contracting Officer and will include, but are not limited to, a full transfer of all unique "know-how" obtained during contract performance. Such transfer might require the contractor to prepare a detailed report describing actual tasks performed under this contract and/or to instruct designated Governmental or non-Governmental personnel in the performance of contract tasks.

The parties agree to negotiate an equitable adjustment in the contract price and other terms in accordance with the Changes Clause for performance of such transitional services. Performance and negotiation of an equitable adjustment shall be completed as would be allowed under FAR 52.237-03.

9.0 PAYMENT AND REFUNDS

Advance payment for subscription orders at the annual contract rate will be made by the individual Ordering Officials upon receipt, by that Agency element, conforming receipt of all newspapers ordered and properly prepared invoices for that particular Agency element.

If the number of newspapers is increased or decreased later during the effective contract term, the Contractor shall submit either a properly detailed invoice documenting the additional subscriptions; or provide a pro-rata credit or refund to the Agency on any invoice issued for the amount of the decrease.

10.0 CREDIT CARD PAYMENT

a. Current Agency guidelines encourage the use of credit card payments in acquisitions not exceeding \$2,500. Thus, many Ordering Officials where authorized, will normally consider this procedure to be the normal method of payment for qualifying invoices. Currently Ordering Officials possess an Agency credit card issued by:

CITIBANK VISA GOVERNMENT PURCHASE CARD
P. O. Box 45134
Jacksonville, FL 32232
Tel: 1-800-790-7206 / (904) 954-7850

b. Each Offer is requested to indicate whether this Government credit card is or is not acceptable for invoice payment. Non-acceptance of this card shall not be grounds for disqualifying responsive/responsible Offerors.

The identified credit card ___ is ___ is not acceptable for invoice payment.

c. The Contractor, at the Agency's request shall make refund(s) for the cost of newspapers not delivered as required, and for the amounts paid by the Agency for emergency purchase of newspapers from other sources that are deemed necessary by the Contractor's late deliveries or shortages.

11.0 SUBSCRIPTION RATE CHANGES

- a. Changes in the Contractor's established fixed priced complete rates for any of the materials listed in the Price Schedule hereunder, shall be subject to adjustment upon a written request by the Contractor that is clearly justified and supported with documentation/evidence.
- b. Under no circumstances will any adjusted rate be retroactive, nor exceed rate that the Contractor charges other Government agencies, or its preferred customers. The Contractor shall notify the Contracting Officer, in writing, at least fifteen (15) days prior to the effective date of rate adjustment. Rate adjustments shall not be considered automatic and such requests for rate adjustments shall be accompanied with acceptable documentation supporting rate revisions.
- c. No additional amounts will be charged to the Agency because of an address change for a subscription.

12.0 CONTRACT ADMINISTRATION

The Contractor shall designate below a company official whom the U.S. Government may contact during the period of the contract for prompt contract administration:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Telephone No: _____

Facsimile No: _____

E. SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (SEPT 2006)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

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

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

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

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

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

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

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

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

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

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

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

(4) A summary of the rationale for award;

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

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDENDUM TO: 52.212-1

1.0 The Government intends to issue a single contract award for all line items.

- Offerors shall structure their proposals to facilitate impartial evaluation and analysis. The proposal shall provide, in a straightforward and concise manner, the Offeror's capabilities and approach to achieving contract objectives/requirements.
- Any technical information that the Offeror may deem appropriate and useful to the Technical Evaluation Team in judging the Offeror's technical qualifications and capabilities/relevant experience should be furnished in writing.

As a MINIMUM, the following documentation should be included:

2.0 PAST PERFORMANCE

Information about your corporate/company description and all previously demonstrated corporate/company experience during the past five (5) years on contracts similarly related to the described BBG/IBB/OCB Statement of Work with either Government or private industry to include the contract dollar amount, quantity of amount of supplies/services involved, etc. When past work is cited, it is essential that as much detail as possible be furnished in order for the members of the Government Evaluation Panel to verify and assess a rating of such contracts performed. In that sense, the Offeror is advised to provide such

3.0 REFERENCE(s)

Shall include name(s), position/title(s), telephone numbers, email and addresses, etc.

4.0 RESUMES or QUALIFICATIONS OF KEY PERSONNEL

Offerors are advised that the award of the subject contract could be decided by clear demonstration that those individuals in your firm who would administer the delivery of the specified requirements have sufficient experience and qualifications, and thus are capable of meeting the subject contractual requirements.

5.0 EXCHANGES WITH OFFERORS/QUESTIONS

Offerors may raise questions, identify errors and omissions or otherwise request clarification in accordance with FAR 15.306 **ONLY IN WRITING** to the Contracting Officer either via e-mail to: kharper@ibb.gov or pludlow@ibb.gov or by facsimile 202-260-0855 not later than **4:30PM, Monday, August 20, 2007**, after release of the solicitation when a misunderstanding between the Offeror and the Government may exist. It is the intention of the Government only to resolve all clarification requests, inquiries, questions etc. contained in the RFP prior to the receipt of the Final Proposal Revision in accordance with FAR 15.307.

6.0 FINAL PRICE REVISION/BAFO

Contract award will be made to the Offeror whose proposal (price and other factors considered) is determined to be most advantageous to the Government based upon the Government's evaluation of Offerors' proposals. However, in the event that the Government requires a Final Proposal Revision (FPR) from those Offerors whose combined scores are determined to be in the **competitive range** in accordance with FAR 15.307, then it is the intention of the Government to conduct final evaluation of FPR proposals via **Oral Presentations** in accordance with FAR 15.102 at the Offeror's facilities.

52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

BASIS FOR AWARD

(i) EVALUATION FACTORS IN DESCENDING ORDER OF IMPORTANCE

- a) *Price; and*
- b) *Professional qualifications of the prospective firm or individuals with respect to recurring delivery of newspapers, magazines, periodical etc. In order to expedite the evaluation/award process, Offerors are requested to list and provide reference letters or identification of both their active and/or inactive contracts in support BBC/1138/110A or other Federal Government clients supported by reference letters with point of contacts, addresses, telephone numbers, emails indicating the specific contract(s) or purchase/delivery order(s), size, quantity and dollars, dates, etc.*

(ii) RELATIVE IMPORTANCE OF ALL OTHER EVALUATION FACTORS, WHEN COMBINED, WHEN COMPARED TO PRICE

*65% for Price; and
35% for Professional Qualifications/Relevant Experience and Past Performance, when combined.*

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS
(NOV 2006)**

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

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in

disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

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

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component,"

"domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

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

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) Outside the United States.

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

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

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

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

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

(End of provision)

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

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.