

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER PAO 4-04		PAGE 1 OF 27	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124D-04-R-0022	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VALERIA V. FISHER		b. TELEPHONE NUMBER (No Collect Calls) 502-624-8808		6. SOLICITATION ISSUE DATE 15-Oct-2004	
9. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000 TEL: FAX:		CODE W9124D		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO PUBLIC AFFAIRS OFFICE PAO CHARLOTTE SCHMIDT ATZK PAO BLDG 474 FORT KNOX KY 40121-5000 TEL: 502-624-7451 FAX: 502-624-6074		CODE W22CBT86		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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.				Z COPIES		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> 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)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

NOTE

*****OFFERS PLEASE NOTE*****

THE FORT KNOX PUBLIC AFFAIRS OFFICE IS AN ELEMENT OF THE UNITED STATES GOVERNMENT. THIS AGREEMENT IS A UNITED STATES GOVERNMENT CONTRACT AUTHORIZED UNDER THE PROVISIONS OF DEPARTMENT OF DEFENSE INSTRUCTION 5120.4 AS AN EXCEPTION TO THE GOVERNMENT PRINTING AND BINDING REGULATIONS PUBLISHED BY THE CONGRESSIONAL JOINT COMMITTEE ON PRINTING. ALTHOUGH THIS CONTRACT IS NOT SUBJECT TO THE FEDERAL ACQUISITION REGULATIONS (FAR) OR THE DEFENSE FEDERAL ACQUISITION REGULATIONS SUPPLEMENT (DFARS), FAR CLAUSES USEFUL IN PROTECTING THE INTERESTS OF THE GOVERNMENT AND IMPLEMENTING THOSE LEGAL PROVISIONS REQUIRED BY LAW ARE INCLUDED IN THIS CONTRACT.

PUBLISH AND DISTRIBUTE THE FORT KNOX CIVILIAN ENTERPRISE POST GUIDE DURING THE PERIOD 1 DECEMBER 2004 THROUGH 30 NOVEMBER 2005 WITH FOUR ONE-YEAR OPTION PERIODS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE YEAR PERIOD FFP 1 DECEMBER 2004 THROUGH 30 NOVEMBER 2005 PURCHASE REQUEST NUMBER: PAO 4-04	19,500	Each	NO COST	NO COST

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	FIRST OPTION PERIOD FFP 1 DECEMBER 2005 THROUGH 30 NOVEMBER 2006 PURCHASE REQUEST NUMBER: PAO 4-04	19,500	Each	NO COST	NO COST

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		19,500	Each	NO COST	NO COST
OPTION	SECOND OPTION PERIOD FFP 1 DECEMBER 2006 THROUGH 30 NOVEMBER 2007 PURCHASE REQUEST NUMBER: PAO 4-04				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		19,500	Each	NO COST	NO COST
OPTION	THIRD OPTION PERIOD FFP 1 DECEMBER 2007 THROUGH 30 NOVEMBER 2008 PURCHASE REQUEST NUMBER: PAO 4-04				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		19,500	Each	NO COST	NO COST
OPTION	FOURTH OPTION PERIOD FFP 1 DECEMBER 2008 THROUGH 30 NOVEMBER 2009 PURCHASE REQUEST NUMBER: PAO 4-04				

FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-7	Central Contractor Registration	OCT 2003
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then

only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

1 Percent increase

1 Percent decrease

This increase or decrease shall apply to the total quantity of each line item in the schedule.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2004)

(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.

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 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 its stock is owned by one or more women; or

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

"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 the stock of which is owned by one or more women; and 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 four 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 four 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):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 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)(7)(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 s 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) Certifications and 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 either to the Equal Opportunity clause of this solicitation, the 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 Subparts 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 ``component," ``domestic end product," ``end product," ``foreign end product," 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 FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country 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 (Jan 2004). 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 (Jan 2004). 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, designated country, Caribbean Basin country, or FTA 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, designated country, Caribbean Basin country, or FTA 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 subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA 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, designated country, Caribbean Basin country, or NAFTA 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 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () 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 (j)(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 Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

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

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

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Directorate of Contracting, Building 1109, Fort Knox, KY 40121-5000

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

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) 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, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) 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.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible 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.

(g)(1)(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 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 of the FAR; 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 (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(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.

(2) 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 FAR 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.

(h) 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)

STATEMENT OF WORK

CIVILIAN ENTERPRISE GUIDE CONTRACT

SECTION 1

GENERAL

1.1 INTRODUCTION

1.1.1 Pursuant to Army Regulation 360-1, installations may contract for the printing and distribution of a civilian enterprise guide and telephone directory. Fort Knox has a requirement for a potential of approximately 19,500 guides to be printed annually.

1.2. SCOPE OF WORK. The contractor shall provide all personnel, equipment, labor, supplies, tools, materials, supervision and other items necessary to print and distribute a civilian enterprise guide for Fort Knox, Kentucky.

1.3 PERSONNEL

1.3.1 Contract Manager. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate(s), who shall act for the contractor when the manager is absent, shall be designated in writing to the Contracting Officer within fifteen calendar days after contract award.

a. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

b. The contract manager or alternate shall be available for discussions with Government officials during normal duty hours upon request to promptly plan, coordinate and produce the guide.

c. The contract manager and alternate(s) shall fluently read, write, speak and understand the English language.

1.3.2 Employees. The contractor shall provide personnel who are fully competent in the following areas of duty assignment under the contract:

a. Advance design and planning. The contractor shall understand and implement modern design and techniques and shall plan for production requirements of future issues of the guide.

b. Assist in the design of the guide. The contractor shall provide technical assistance in the design and layout of the guide to better communicate to the intended Fort Knox audience and shall design the guide to accomplish the internal communications and information needs the publisher desires.

c. Paste-up final page proofs under the guidance and instruction of government representatives of the Fort Knox Public Affairs Office, hereinafter referred to as the PAO. The Publisher sets communication objectives. The PAO will determine final layout and design to communicate to the audience for which the publication is intended.

d. Typesetter, to include all typesetting support. The contractor shall set copy at specifications designated by the PAO. The contractor shall proofread copy typeset by contractor personnel prior to paste-up. The contractor shall ensure that all typesetter personnel know the meanings of standard copy editing symbols. When work performance standards exceed the intended specifications on either part, the PAO (or the Contracting Officer) will negotiate to the satisfaction of both parties.

e. Provide final color pagination for approval (when requested.) Color keys will be approved by both the contractor and the PAO.

1.3.3 Supervisor. The contractor shall provide a qualified supervisor(s) who shall oversee all phases of the printing and distribution of the newspaper. The contract manager may perform these supervisory duties.

1.3.4 Conduct of Contractor Staff. Neither the contractor or the contractor's representatives shall solicit advertising in the name of Fort Knox or of the United States Army. The Contractor shall conduct all business operations on an ethical and businesslike basis, dealing honestly and fairly with all advertisers or others coming in contact with Inside the Turret. The Contracting Officer will provide the contractor with a letter of authorization to be shown to potential advertisers to establish the relationship between the Government and its requirements for a guide and the contractor.

1.3.5 Off-Duty Employment. The contractor shall not hire any person whose employment would result in a conflict of interest under the Joint Ethics Regulation (DoDD 5500.7-R) and Army Regulation 360-1 ("The Public Affairs Program").

1.4 QUALITY CONTROL.

1.4.1 Editorial Material. The PAO will proofread all editorial material of the guide and will check security and accuracy of content. The contractor shall paste-up each page of the guide subject to the review and approval of the PAO.

1.4.2 Quality of Advertising. The contractor shall accept for publication only those advertisements which are in conformance with the principles of good taste. The contractor shall not accept or print advertising which is objectionable or obscene in nature; or which reflects adversely upon the Government of the United States or any of its components.

1.4.3 "Off Limits Advertisement." The contractor shall not permit a business establishment listed by Fort Knox as "off limits" to advertise in the guide. A list of "off limits" establishments will be provided the contractor by the PAO at least quarterly with interim lists provided as establishments may be designated "off limits" between the usual reporting periods.

1.4.4 PAO Clearance. The contractor shall have all content, including advertisements (when requested,) reviewed by the PAO prior to publication.

1.4.5 Advertisement accuracy. The contractor shall be responsible for the accuracy of any advertisement appearing in the guide. The contractor shall be notify advertisers that their advertisements will not be accepted if they conflict with maintaining the morale, welfare, and discipline of the command.

1.5 QUALITY ASSURANCE. The printing and distribution of the guide will be monitored by the PAO. Only those photographs, headlines, captions, cutlines, and any other editorial material approved by the PAO shall be used in any edition of the guide.

1.6 INFORMATION CONTROL. The contractor shall refer any requests for specific items of command information printed in the guide to the PAO.

1.7 DISCLAIMER. The guide shall not state or imply that it is an official publication of the Department of the Army. The contractor shall carry the following disclaimer within the first five pages of each copy of every edition in type no smaller than 8-point bold:

"This civilian enterprise guide is an authorized publication for members of the U.S. Army. Contents of the guide are not necessarily the official views of, or endorsed by, the U.S. Government, the Department of Defense, Department of the Army or Fort Knox. The appearance of advertising in this publication, including inserts and

supplements, does not constitute endorsement by the Department of the Army, or (name of contractor) of the firms, products or services advertised."

1.8 DEBTS. The Government will not be responsible for debts that may be incurred in the printing and distribution of the guide.

1.9 USE OF SEALS, INSIGNIA OR EMBLEMS. Any statement that implies that the guide is an official publication of the Department of the Army is prohibited. Official Department of the Army seals, insignia, or emblems shall not be used in the flag or masthead.

1.10 GOVERNMENT FUNDS. Neither U.S. Government Appropriated Funds, nor Nonappropriated Funds, stationery, nor other materials shall be used to either print or distribute the guide. The revenue which the contractor receives from the sale of advertisements in the guide shall constitute full payment to the contractor.

1.11 FIRST USE RIGHTS AND DISTRIBUTION RIGHTS. First use of command information material produced by the PAO and exclusive distribution rights on the installation are granted to the commercial printer as contractual consideration for producing the guide.

SECTION 2

DEFINITIONS

2.1 Contracting Officer. The person duly appointed by the Government with the authority to enter into and administer contracts on behalf of the Government. This term includes the authorized representative of the Contracting Officer when acting within the limits of his or her written authority.

2.2 Civilian Enterprise Guide. A guide printed and distributed by civilian printers under contract with Army components or their subordinate commands. The news and editorial content is approved and provided by the Public Affairs Office (PAO). These guides contain advertising sold by the civilian printer. The guides become the property of the command, installation or intended recipient upon delivery in accordance with the terms of the contract.

SECTION 3

CONTRACTOR-FURNISHED ITEMS AND SERVICES

- 3.1 The contractor shall furnish all necessary supplies, repair parts, materials, tools and support equipment to meet contractual requirements.
- 3.2 The contractor shall provide a minimum selection of 15 varied styles of headline type and 10 various styles of text (body) type.
- 3.3 The contractor shall provide a qualified photographer(s) to take photographs for the guide.

SECTION 4

SPECIFIC TASKS

4.1 GENERAL

4.1.1 The contractor shall print a minimum of 19,000 copies of the guide and shall deliver the copies to Fort Knox, Kentucky as designated by the PAO. Approximately 5,000 hard copy and 5,000 CD Rom copies (of the total number of copies) may, be provided in the abbreviated form of a guide which will not contain a telephone directory section. Approximately 6,500 hard copy and 2,500 CD Rom copies (of the total number of copies) may be provided as phone book copies. Both versions of the guide will contain maps of Fort Knox and surrounding communities.

4.1.2 The contractor shall deliver the completed guide in the required quantities to the installation not later than 1 January 2005 and upon renewal, 1 November of each renewal year.

4.1.3 Pages. The guide shall consist of a minimum of 40 editorial pages and one title page, plus a telephone directory section of approximately 7,000 entries consisting of Emergency and Service numbers; General Information; Autovon and Federal Telephones Systems listing/directory; organizational activities; and support activities. The number of pages is not specifically restricted except to reasonable needs and shall be in sufficient quantity to present comprehensive coverage, as determined by the Government.

4.1.4 Color. The contractor shall provide not less than 20 pages of editorial four-color separation. The contractor agrees to prepare all cover overlays, masks, or keys.

4.1.5 Paper Stock. The contractor shall provide sufficient paper stock for selection by the government prior to the time of the initial printing. Recycled paper shall be used to the extent that it is economically feasible.

4.2 CONTENTS

4.2.1 Ad-to-editorial copy ratio shall not be larger than 50 percent advertising to 50 percent editorial per guide. All advertising shall be confined to the back of the publication and shall not be mixed with or on the same page as editorial copy or telephone listings.

4.2.2. The guide shall include only material which reflects the standards of decency characterizing the U.S. Army and Fort Knox, as determined by PAO. The contractor shall not include advertising which undermines the command's successful mission performance and preservation of morale and discipline, or which is otherwise contrary to the best interests of the command.

4.2.3 Material appearing in the guide shall be factual, objective, accurate, balanced, impartial, and as timely as practicable. Present and future tense materials shall have priority over other materials.

4.2.4 The masthead of the guide shall contain the names of the editorial staff, to include the Publisher, with military rank and the following disclaimer, as a minimum, printed in type no smaller than 8-point on one of the first five pages of the publication: (The printer may also include a listing of the production staff in the editorial box.)

"This guide is an authorized publication for members of the U.S. Army. Contents of the guide are not necessarily the official views of or endorsed by, the U.S. Government, Department of Defense, Department of the Army, or Fort Knox. It is published weekly using (type of reproduction) by the Public Affairs Office, Fort Knox, Kentucky, 40121, 502-624-1211. Printed circulation: (number.)"

4.2.5 The following disclaimers shall be printed within the first five pages of the publication in no smaller than 8-point bold type or 10-point type:

a. "The appearance of advertising in this publication, including inserts or supplements, does not constitute endorsement by the Department of the Army or (name of contractor) of the products or services advertised."

b. "All editorial content of the guide is prepared, edited, provided and approved by the Public Affairs Office of Fort Knox, Kentucky. The guide is printed by (name of contractor), a private firm in no way connected with the Department of the Army, under exclusive written contract with Fort Knox. The civilian printer is responsible for commercial advertising."

4.2.6 On the first page of the Telephone Directory section, the following statement shall be printed in boldface type, capital letters and encased:

“THIS PUBLICATION IS THE PROPERTY OF THE U.S. GOVERNMENT.
DISTRIBUTION IS LIMITED TO ACTIVITIES AND INDIVIDUALS LOCATED ON
THE INSTALLATION WHO RECEIVE THEIR TELEPHONE SERVICE FROM THE
POST TELEPHONE SYSTEM, AND TO OTHER OFFICIAL USERS ON AN
INDIVIDUAL REQUEST BASIS.”

4.2.7 Nameplate. The guide will not have a name as such, but shall bear on the front cover the title: “Fort Knox, Kentucky, Home of Armor and Cavalry”. The words “Guide and Telephone Directory – 200X” shall also appear on the front cover. Said title, property of the Government, will not be subject to registration as a trademark by the contractor. The use of said title is loaned to the contractor for the contractor’s exclusive use. The contractor has no authority to permit or authorize other firms or persons to use said title and shall make no attempt to do so.

4.2.8 The guide shall not carry partisan political advertising or advertising which is political in nature and not pertinent to the mission of Fort Knox and its command information objectives as determined by the PAO. The government reserves the right to prohibit the distribution of the guide when, as determined by the government, the guide includes prohibited political advertising.

4.2.9 Except as authorized by Section 1307, title 18, United States Code with regard to state lotteries and the Indian Gaming Regulatory Act, the guide is prohibited from publishing advertisements or editorial material about “games of chance.”

4.2.10 The PAO will approve layout and design of the editorial content of the guide. The contractor shall furnish the PAO editorial staff with galley proofs of all editorial copy, including photos prior to publication.

4.3. ADVERTISING

4.3.1 General Advertising.

a. The guide shall not carry an advertisement which implies discrimination with regard to race, creed, age, color, sex, or national origin of the purchaser, user, or patron. Even if their advertisements do not imply it, the contractor shall ensure that advertisers in the guide do not practice such discrimination. The contractor shall not permit a business establishment listed by Fort Knox as "off limits" to advertise in the guide.

b. The guide shall place its readers and advertisers on notice of this equal opportunity requirement by including, in a prominent location within the first five pages of the publication (preferably masthead), the following statement in 8-point bold type: "Everything advertised in this publication shall be made available for purchase, use or patronage without regard to race, color, religion, sex, national origin, age, marital status, physical handicap, political

affiliation, or any other non merit factor of the purchaser, user or patron. A confirmed violation of this policy of equal opportunity by an advertiser will result in the refusal to print advertising from that source."

c. The contractor shall ensure that commercial businesses soliciting military personnel through advertising in the guide are ethical in describing goods, services, commodities and sale terms (including guarantees, warranties, etc.)

d. Advertisements offering credit terms shall carry a clear statement of the total cash price as well as the total credit costs, including all charges. If payments are shown, the number, amount of each, and the time period shall also be shown clearly in the advertisements in type no smaller than 6 point.

e. The contractor agrees not to enter into any exclusive advertising agreement with any firm, broker or individual for the purpose of selling advertising associated with this contract.

4.3.2 Advertisement Restrictions.

a. Any advertisements which appear to be editorial copy shall be clearly marked at top and bottom in no smaller than 10-point type "paid advertisement."

4.3.3 The contractor shall furnish to the PAO 100% of the complete advertising page dummies prior to the date of printing.

4.3.4 Real Estate Advertising.

a. Advertising for off-post housing available for rent, sale, or lease by an owner, manager, rental agency, agent, or individual shall include only those available on a nondiscriminatory basis for all personnel. No facilities shall be advertised without the contractor having been notified in writing that open-housing practices are enforced by the owner, manager, rental agency, agent or individual.

b. The contractor shall carry the following disclaimer near real estate advertising in guide's classified section:

All real estate advertising in this guide is subject to the Federal Fair Housing Act of 1968, which makes it illegal to advertise 'any preference, limitation or discrimination based on race, color, religion, or national origin, or an intention to make such preference, limitation or discrimination.' The guide will not knowingly accept any advertisement for real estate which is in violation of the law. All dwellings advertised in this guide are available on an equal opportunity basis.

4.3.5 Tobacco Product Advertising. The guide shall not carry advertisements promoting the sale of tobacco or tobacco products of any type.

SECTION 5

CONTRACT PERIOD AND EXECUTION

5.1 **CONTRACT PERIOD.** This contract shall be effective for one year from the date of signing unless sooner terminated under the terms of this contract with options to extend for four one-year periods. The Government may extend the term of this contract by written notice to the contractor within the contract period; provided that the Government shall give the contractor a preliminary written notice of its intent to exercise the option at least 60 days before the contract expires. The preliminary notice does not commit the Government to exercise the option. If the Government exercises any option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options, shall not exceed five years.

5.2 **PROHIBITING CIRCULATION.** If the contractor does not comply with the terms of this contract, the government may prohibit circulation of any issue of the publication.

5.3 **TERMS FOR TERMINATION**

5.3.1 This contract is subject to Army regulations and is intended to conform in all respects with the principles and policies of the Department of the Army or its agencies. When such contract is in conflict with such regulations, principles, and/or policies, this contract shall be modified to conform therewith. If the contractor does not agree to such a modification, this contract may be terminated forthwith.

5.3.2 **Termination for Default.** The Government may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to:

- a. Deliver the CE publications in the quantities required or to perform the services within the time specified in this contract or any extension;
- b. Make progress, so as to endanger performance of this contract;
- c. Perform any of the other provisions of this contract.

5.3.3.1 If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the contracting officer considers appropriate, supplies or services similar to those terminated. However, the contractor shall continue the work not terminated.

5.3.3.2 The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

5.3.4 **Termination for Convenience of the Government.** The contracting officer, by written notice, may terminate this contract, in whole or in part if the services contracted are no longer required by the Government, or when it is in the Government's interest, such as with installation closures. Any such termination shall be at no cost to the Government.

5.4 **AUTOMATIC RENEWAL.** This contract may be extended annually, without rebid and automatically, with the concurrence of both parties, provided all terms and conditions have been met. Four extensions are permitted. In no case will the contract period extend beyond five years from the date originally signed. Prior to extension, the Publisher may consider alternative proposals from other printers. All interested and responsible potential printers will be afforded an equal opportunity to submit proposals.

LOCAL

LOCAL CLAUSES

LEGAL PUBLIC HOLIDAYS

The following days have been established as legal public holidays pursuant to 5 U.S.C. Sec. 6103(A): New Year's Day, 1 January; Martin Luther King, Jr.'s Birthday, 3d Monday in January; Washington's Birthday, 3d Monday in February; Memorial Day, last Monday in May; Independence Day, 4 July; Labor Day, 1st Monday in September; Columbus Day, 2d Monday in October; Veterans Day, 11 November; Thanksgiving Day, 4th Thursday in November; and Christmas Day, 25 December.

INSPECTION

Inspection of the items to be furnished hereunder will be made by the Public Affairs Office, Fort Knox, Kentucky, or an authorized representative at destination.

CONTRACT ADMINISTRATION

All contract administration will be effected by the Contracting Officer, Contract Administration Division, Directorate of Contracting, Building 1109, Fort Knox, KY 40121-5000. Changes in or deviation from the scope of work shall not be effected without a written modification to the contract executed by the Contracting Officer.

INSTRUCTIONS

A. GENERAL: Prospective contractors shall submit their proposals in seven copies. Each proposal shall (as a minimum) address and reference the items listed below. The proposal should not exceed 30 pages.

B. DESIGN: Prospective contractors shall provide a description of the design support available to include overall general format, photo support, color pages, distribution plan, computer support and photographic capability and quality.

C. PAST PERFORMANCE: Prospective contractors shall submit a project list, three best projects, list of contracts and financial status.

1. Project List: Contractors shall submit a list of their currently published publications.

2. Three Best Projects: Contractors shall submit a minimum of three different editions of their publication(s) with a publication date not earlier than 2000. If a prospective contractor does not have a publication in a welcome guide format, the contractor shall submit copies of their principal publication.

3. List of Contracts: Prospective contractors shall furnish a list of contracts awarded to them within the last five years which have similar requirements to the type of work specified in this requirement. If a prospective contractor has not performed a similar type work, they may include up to three other contracts that have been awarded in the last five years. Provide a name and phone number as your point of contact for the duration of the contract.

4. Financial Status: Prospective contractors shall submit a summary of their business to include:

- a. Date established
- b. Any changes in name/title from original
- c. Current staffing
- d. Future plans to support welcome guide publication during the life of the contract.
- e. Prospective contractors shall submit a statement of the amount of advertising they would have to sell that would allow them to perform the publishing burden and still make a reasonable profit.
- f. Prospective contractors shall submit the latest complete financial statement for the business concerns which would be involved with the implementation and administration of this contract if awarded.

D. **STAFFING AND RESOURCES:** Prospective contractors will detail how they will provide personnel and resource support. Prospective contractors shall provide information on personnel in accordance with clause entitled "Basis for Award", page of the solicitation.

E. **QUALITY CONTROL:** Prospective contractors shall describe their system which will allow all editorial content, including advertising to be reviewed by the government prior to publication and describe how they will ensure a quality product in accordance with minimum government requirements as stated in paragraph 1.4 of the Statement of Work.

BASIS FOR AWARD

A. Award of this contract will be made to the offeror who submits the most advantageous proposal to the government in accordance with the evaluation factors listed in EVALUATION FACTORS. Award shall be made based upon the overall best value to the government. All offers submitted shall be evaluated on the basis of the criteria listed in EVALUATION FACTORS, rated in descending order of importance. The government reserves the right to award without discussions. Conformity of proposals is essential for a fair and accurate evaluation. Prospective contractors shall submit proposals which conform to the structure listed in INSTRUCTIONS and to all terms and conditions contained within the request for proposal.

B. The contractor awarded this contract will be selected by a selection committee, in accordance with the provisions of DODI 5120.4.

1. The selection committee will review written data by offerors or their representatives and secure and review independent data upon which to base their selection.

2. The selection committee will investigate the competence, reliability, technical expertise, production capabilities and business practices and resources of each viable offeror.

3. In selecting an offer, fair and equitable opportunity will be afforded any responsible, qualified offeror who submits a proposal to publish the civilian enterprise publication.

4. A civilian enterprise publisher will not be required to compensate the command or installation, or to provide goods, services or considerations not directly related to the CE publication the publisher has contracted to provide.

EVALUATION FACTORS

A. The selection committee will evaluate offeror's proposals based upon the following factors and sub-factors in descending order of importance:

1. Design: The government will conduct a qualitative and/or quantitative assessment of the proposals for each factor against established evaluation criteria. Evaluation criteria are used for measuring how well each offeror's approach meets the requirements of the solicitation and to determine when an offeror fails to meet or exceed the solicitation requirements. Prospective contractors shall provide a description of the design support available to include:

- a. General Format
- b. Photo Support
- c. Color Pages
- d. Distribution Plan
- e. Computer Support
- f. Photographic Capabilities and Quality

2. Past Performance: Concurrent with its assessment of other factors, the government will evaluate the offeror's proposal or any other information available to the government to determine performance risk. Performance risk is an assessment of the probability that an offeror will successfully perform the contract. This factor is designed for the offeror to show a history of successful performance of similar work and to show ability to

perform successively larger and more complex contracts. Success with other similar work can indicate the probability of success with the contract. In addition, a record of success with increasingly large or complex work can indicate the probability of success with this contract. An offeror who does not have relevant past performance may not be rated favorably or unfavorably but will be given a neutral rating. Prospective contractors shall submit:

- a. Project List
- b. Three Best Projects
- c. List of Contracts
- d. Financial Status

3. Staffing and resources: Concurrent with the above assessment, the government will evaluate the offeror's proposal or any other information available to the government to determine how well each offeror's approach meets the staffing and resources requirements of the solicitation and to determine when an offeror fails to meet or exceed the solicitation requirements.

4. Quality Control: Concurrent with the above assessment, and with other factors, the government will evaluate the offeror's proposal or any other information available to the government to determine quality control risks. Quality control risk is an assessment of the probability that an offeror will successfully monitor the quality of the workmanship and practices employed during the course of the contract.

B. Evaluation and the importance of the four factors are as follows: Design is more important than past performance, staffing and resources and quality control. Past performance is less important than design but more important than staffing and resource and quality control. Staffing and resources is more important than quality control but less important than design and past performance. Quality control is less important than design, past performance or staffing and resources.

EVALUATION TERMS

A. Deficiency: A material failure of a proposal to meet a government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. Examples of deficiencies include a statement by the offeror that it cannot or will not meet a requirement, an approach that clearly does not meet a requirement, or omission of data required to assess compliance with the requirement.

B. Strength: An aspect of a proposal that decreases the risk of unsuccessful contract performance or that represents a benefit to the government. A "significant strength" in the proposal is an aspect that appreciably decreases the risk of contract performance or that represents a significant benefit to the government.

C. Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

D. Excellent: Offers one or more strengths, which significantly outweigh any weaknesses, and has a very good probability of success with overall low degree of risk in meeting the government's requirements.

E. Good: Offers one or more strengths, which outweigh any weaknesses, and has a good probability of success with overall low to moderate degree of risk in meeting the government's requirements.

F. Acceptable: Any strengths are offset by weaknesses, and has a fair probability of success with overall moderate to high degree of risk in meeting the government's requirements.

G. Susceptible to Being Made Acceptable: A proposal that contains errors, omissions or deficiencies, which are capable of being corrected without a major rewrite or revision of the proposal, and has a high degree of risk in meeting the government's requirements.

H. Unsatisfactory: A proposal which contains major errors, omissions or deficiencies, or an unacceptably high degree of risk in meeting the government's requirements; and these conditions cannot be corrected without a major rewrite or revision of the proposal.

DESIGN RISKS ASSESSMENT

A. Identification and assessment of the risks associated with each proposal are an essential part of the quality rating. The following definitions of design risk will be used:

HIGH	Likely to cause significant problems such as disruption of schedule or degradation of performance even with special contractor emphasis and close government monitoring.
MODERATE	Can cause some problems such as disruption of schedule or degradation of performance. Special contractor emphasis and close government monitoring should overcome difficulties.
LOW	Has a minor potential to cause problems. Normal contractor effort and normal government monitoring should overcome difficulties.