

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER FEC10-99-2220		PAGE 1 OF 18	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER FE-9-AR-0005		6. SOLICITATION ISSUE DATE Sep 7, 1999
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Patrick Mealy pmealy@fec.gov			b. TELEPHONE NUMBER (No collect calls) 202 694-1328		8. OFFER DUE DATE/ LOCAL TIME Sep 22, 1999 / 12:00 PM
9. ISSUED BY  FEDERAL ELECTION COMMISSION 999 E STREET, NW WASHINGTON, DC 20463		CODE	ISSUE BY	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: 7373		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	12. DISCOUNT TERMS
15. DELIVER TO  FEDERAL ELECTION COMMISSION ROOM 657 ATTN: RENEE R. PRUE 999 "E" ST., NW WASHINGTON, DC 20463		CODE	OGC	16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
PHONE NO:		TIN:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" 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 _____ 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 CONDITION SPECIFIED HEREIN. <input type="checkbox"/>				29. AWARD DATE OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
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)		31c. DATE SIGNED	
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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. ACCOUNT 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	40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UI	UNIT PRICE	AMOUNT
0001	Design Database in accordance with cited specifications. (see pages 3&4)	1	EA	_____.	_____.
0002	Build a database in accordance with specifications cited.	1	EA	_____.	_____.
0003	Training (hours are estimated) 52.216-21(Requirements apply to this item CLIN only)	100	HR	_____.	_____.

END OF SECTION B

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation, and a written solicitation will not be issued. The solicitation number is FC-9-AR-0005 and this solicitation is issued as a Request For Proposal (RFP). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 97-13. This requirement is Full and Open Competition. The standard industrial classification code is 7373 and small business size standard is \$18.0. It is the intent of this solicitation to result in a firm fixed price contract .

The Federal Election Commission ("FEC") is seeking proposals for the design of a database (in conjunction with its case management system now being implemented) of offense profiles of compliance matters. Analysis of, and reports generated from this database will better inform Commissioners, policy makers, and the public of emerging law enforcement trends and will improve the strategic allocation of educational and compliance resources. The party contracting with the FEC would serve as a consultant to the Commission, would design and build the database, would develop report generation tools, and would complete profiles for open and closed cases. Under the agreement, the contractor would: Become familiar with the spectrum of Federal Election Campaign Act violations within the FEC's jurisdiction; with the target population of FEC compliance activities; with existing enforcement processes including range of offenses and dispositions; and with the FEC's existing data collections.

Identify and make recommendations with respect to the key output, i.e. what statistical and trend reports would help inform the public and help policy makers improve the strategic allocation of compliance and educational resources. Identify and make recommendations with respect to scope issues, classification issues (e.g. offense priority), and technical issues. Use as descriptive offense categories the case management system issues list currently in use. Design and build a database fully compliant with current FEC computer systems, that is a part of or compatible with the case management system presently being installed by Law Manager, Inc. Mapping from existing FEC data collections or manually coding as necessary, complete profiles for all pending enforcement cases and for closed matters beginning with the 1994 election cycle. Develop user friendly report generation tools. Customized, ad-hoc and standard reports shall be available from the database including, but not limited to, annual and election cycle reports of violations and respondents, multiyear violation trend report, and the like. Propose a method for ongoing data collection and reporting, including cost estimates for database maintenance and operation. Train designated FEC staff regarding use, maintenance, and revision of the database.

If exposed to law enforcement sensitive materials, maintain confidentiality during and after the contract work. Proposal must include projected schedule. The system must be year 2000 compliant. Provision at FAR 52.212-1 instructions to offerors-Commercial Item applies to this acquisition. Offerors are to include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items, with their proposal. Clause 52.216-21 Requirements applies to this contract. Clause at 52-212-4, Contract Terms and Conditions apply. Clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes Or Executive Orders-Commercial Items, applies. Mandatory Information For Electronic Funds Transfer Payment applies(ACH Forms). Vendors shall submit signed and dated proposals to Federal Election Commission 999 E. Street NW Washington, DC 20463 ATTN: Bid Custodian. Proposals may be submitted on the SF33 or letterhead stationery. Proposal and certifications may also be sent by facsimile at (202) 219-3880 to the attention of Patrick R. Mealy, Contracting Officer. The date and time for receipt of proposals is September 22, 1999 at 2:00 PM Eastern Standard time. Proposal must indicate solicitation No. FE-9-AR-0005, time specified for receipt of bids, name address and telephone number of bidder, technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation, terms of any expressed warranty, price and any discount terms, remit to address a completed copy of representations and certifications at FAR 52.212-3, acknowledgment of all amendments, if proposal is not submitted on Form SF33, a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. All quotes that fail to furnish required representations and certifications or information or reject the terms and conditions of the solicitation may be excluded from consideration, offeror must hold prices firm in its offer for 60 calendar days from the date specified for receipt of quotes, unless another time period is specified. Proposals or modifications to proposals received at the address specified for the receipt of proposals after the exact time specified may not be considered. Questions regarding

requirement may be addressed in writing to Patrick R. Mealy, Contracting Officer . All forms necessary to submit a proposal as well as all clauses and provisions referenced in this announcement may be accessed at the following web site: [http://www.gsa.gov/far /curent](http://www.gsa.gov/far/curent). This cbd/synopsis is also available on web site: <http://www.fec.gov>.

**Anticipated Period of Performance**

Period of Performance shall be 12 months from date of contract award.

Due date of orders shall be more definitive at issuance of Task Order in accordance with CLIN 0003 only.

Performance under this contract shall be initiated through issuance of Task Orders for CLIN 0003.

**TASK ORDERS**

Task orders shall be issued via fax machine with original to follow via mail, Orders shall be issued by authorized persons only.

**Place of Delivery**

Federal Election Commission  
999 E. Street NW  
Washington, DC 20463

**Notice To Government Of Delays**

In event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date or whenever the contractor has knowledge that any actual or potential situation is delaying, or threatens to delay the timely performance of this contract, the contractor shall immediately notify the Contracting Officer and Contracting Officers Technical Representative (COTR) in writing, giving pertinent details; provided, however, that this provision shall not be construed as a waiver by the government of any delivery schedule or date, or remedies provided by LAW or under this contract.

**BUSINESS MANAGEMENT QUESTIONNAIRE**

Provide the following information pertaining to the last three contracts performed by your firm which are similar to the requirements of this solicitation. If you have not performed three government contracts, you may include commercial contracts.

(A)(1) Customer name and address:

Name of cognizant Contracting Officer  
Telephone Number  
Type of Contract  
Contract Number  
Contract Status(active or complete)

Percent of Staff devoted to contract  
Percent of facility devoted to contract

(B)(1) Customer name and address:

Name of cognizant Contracting Officer  
Telephone Number  
Type of Contract  
Contract Number  
Contract Status(active or complete)  
Percent of Staff devoted to contract  
Percent of facility devoted to contract

(C)(1) Customer name and address:

Name of cognizant Contracting Officer  
Telephone Number  
Type of Contract  
Contract Number  
Contract Status(active or complete)  
Percent of Staff devoted to contract  
Percent of facility devoted to contract

1. 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):

\*\*7504

\*\*7504

(End of provision)

2. 52.211-17

DELIVERY OF EXCESS QUANTITIES (SEP 1989)

(Reference 11.703)

3. 52.212-1

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUNE 1999)

(Reference 12.301)

4. 52.212-3

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUNE 1999)

(Reference 12.301)

5. 52.212-4

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)

(Reference 12.301)

6. 52.213-2

INVOICES (APR 1984)

(Reference 13.302-5)

7. 52.213-3

NOTICE TO SUPPLIER (APR 1984)

(Reference 13.302-5)

8. 52.214-34

SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

(Reference 14.201-6)

9. 52.214-35

SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

(Reference 14.201-6)

10. 52.222-20

WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

(Reference 22.610)

11. 52.222-21

PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 22.810)

12. 52.222-23  
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY FOR CONSTRUCTION (FEB 1999)  
(Reference 22.810)
13. 52.222-26  
EQUAL OPPORTUNITY (FEB 1999)  
(Reference 22.810)
14. 52.222-35  
AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA  
(APR 1998)  
(Reference 22.1308)
15. 52.222-36  
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)  
(Reference 22.1408)
16. 52.222-37  
EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA  
(JAN 1999)  
(Reference 22.1308)
17. 52.222-41  
SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)  
(Reference 22.1006)
18. 52.223-3  
HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)  
(Reference 23.303)
19. 52.223-6  
DRUG-FREE WORKPLACE (JAN 1997)  
(Reference 23.505)
20. 52.225-3  
BUY AMERICAN ACT--SUPPLIES (JAN 1994)  
(Reference 25.109)
21. 52.225-9  
BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM  
(JAN 1996)  
(Reference 25.408)
22. 52.225-11  
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)  
(Reference 25.702)
23. 52.225-21  
BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION  
ACT--BALANCE OF PAYMENTS PROGRAM (JAN 1997)  
(Reference 25.408)
24. 52.227-1  
AUTHORIZATION AND CONSENT (JUL 1995)

(Reference 27.201-2)

25. 52.232-1  
PAYMENTS (APR 1984)  
(Reference 32.111)
26. 52.232-8  
DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)  
(Reference 32.111)
27. 52.232-11  
EXTRAS (APR 1984)  
(Reference 32.111)
28. 52.232-18  
AVAILABILITY OF FUNDS (APR 1984)  
(Reference 32.705-1)
29. 52.232-23  
ASSIGNMENT OF CLAIMS (JAN 1986)  
(Reference 32.806)
30. 52.232-25  
PROMPT PAYMENT (JUN 1997)  
(Reference 32.908)
31. 52.232-33  
PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION  
MAY 1999)  
(Reference 32.1110)
32. 52.233-1  
DISPUTES (DEC 1998)  
(Reference 33.215)
33. 52.233-3  
PROTEST AFTER AWARD (AUG 1996)  
(Reference 33.106)
34. 52.242-12  
REPORT OF SHIPMENT (REPSHIP) (JUL 1995)  
(Reference 42.1406-2)
35. 52.242-13  
BANKRUPTCY (JUL 1995)  
(Reference 42.903)
36. 52.242-15  
STOP-WORK ORDER (AUG 1989)  
(Reference 42.1305)
37. 52.243-1  
CHANGES--FIXED-PRICE (AUG 1987)  
(Reference 43.205)
38. 52.246-1  
CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

(Reference 46.301)

39. 52.246-2  
INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)  
(Reference 46.302)
40. 52.246-15  
CERTIFICATE OF CONFORMANCE (APR 1984)  
(Reference 46.315)
41. 52.246-16  
RESPONSIBILITY FOR SUPPLIES (APR 1984)  
(Reference 46.316)
42. 52.246-23  
LIMITATION OF LIABILITY (FEB 1997)  
(Reference 46.805)
43. 52.249-1  
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)  
(APR 1984)  
(Reference 49.502)
44. 52.249-8  
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)  
(Reference 49.504)
45. 52.253-1  
COMPUTER GENERATED FORMS (JAN 1991)  
(Reference 53-111)
46. 52.204-3  
TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).  
/\_/ TIN: \_\_\_\_\_.  
/\_/ TIN has been applied for.  
/\_/ TIN is not required because:  
    /\_/ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
    /\_/ Offeror is an agency or instrumentality of a foreign government;  
    /\_/ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.  
    /\_/ Sole proprietorship;  
    /\_/ Partnership;  
    /\_/ Corporate entity (not tax-exempt);  
    /\_/ Corporate entity (tax-exempt);  
    /\_/ Government entity (Federal, State, or local);  
    /\_/ Foreign government;  
    /\_/ International organization per 26 CFR 1.6049-4;  
    /\_/ Other \_\_\_\_\_.

(e) Common Parent.  
/\_/ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
/\_/ Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(End of provision)

47. 52.204-6

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)

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

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

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

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

(End of provision)

48. 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:

Past Performance, Price, and Technical.

Technical and past performance, when combined, are equal to price.

(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)

49. 52.216-1

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

50. 52.216-19

ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10 hours the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 250 hours

(2) Any order for a combination of items in excess of 250 hours or

(3) A series of orders from the same ordering office within five(5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within

three(3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

51. 52.216-21

REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days after expiration of contract.

(End of clause)

52. 52.219-1

SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 7373

(2) The small business size standard is \$18.0.

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

(b) Representations. (1) The offeror represents as part of its offer that it /\_ / is, /\_ / is not a small business concern.

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

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

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

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

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

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

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

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

(End of provision)

53. 52.222-22

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /\_/ has, /\_/ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It /\_/ has, /\_/ has not, filed all required compliance reports; and

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

(End of provision)

54. 52.222-25

AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it /\_/ has developed and has on file, /\_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it /\_/ has not previously had contracts subject to the written affirmative action programs

requirement of the rules and regulations of the Secretary of Labor.  
(End of provision)

55. 52.223-11

OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_\*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

\*The Contractor shall insert the name of the substance(s).

(End of clause)

56. 52.225-1

BUY AMERICAN CERTIFICATE (DEC 1989)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

57. 52.225-8

BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM  
CERTIFICATE (JAN 1994)

(a) The offeror hereby certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements --Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(b) Excluded End Products:

LINE ITEM NUMBER

COUNTRY OF ORIGIN


(List as necessary)

(c) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(1) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

\_\_\_\_\_  
 (Insert line item numbers)

(2) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_  
 (Insert line item numbers)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.

(End of provision)

58. 52.225-20

BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION  
 ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1997)

(a) The offeror certifies that each end product being offered, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(b) Excluded End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN


(List as necessary)

(c) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end

product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products.

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(End of provision)

59. 52.252-3

ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:  
none.

(End of provision)

60. 52.252-4

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:  
none

(End of clause)

61. 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FEC Acquisition Regulations (48 CFR Ch 28) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

62. FEC.001

CONTRACTING OFFICERS TECHNICAL REP.  
SECTION G  
CONTRACT ADMINISTRATION DATA

G.1.CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JAN 1985)

(a) Jonathan Bernstein, Office of General Counsel,

is hereby designated to act at Contracting Officer's Technical Representative (COTR) under this Contract.

(b) The COTR is responsible for: Receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice to the payment office and a confirmed copy to the Contracting Officer.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes," and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement.

If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

ADMINISTERED BY: This contract will be administered by: Patrick R. Mealy, Contract Specialist, 202.694.1240 Fax 202.219.3880

Written communications shall make reference to the contract number and shall be mailed to: Federal Election Commission 999 E Street NW Washington, DC 20463. Attn. Patrick R. Mealy Contract Specialist  
ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED: Offeror shall indicate below the complete mailing address (including the nine digit Zip Code) to which remittance should be mailed if such address is other than that shown in Block 15A, Page 1 (Standard Form 33), they shall enter it below:

(a) Payee Name (Contractor): \_\_\_\_\_  
(b) Check Remittance Address:

Any questions or problems regarding payment should be directed to the Administrative Division: Federal Election Commission 999 E. Street NW Washington, DC 20463. 202.694.1240.

63. FEC.002  
YEAR 2000 WARRANTY  
FEC 0002

The Contractor represents that the following warranty applies to products licensed under this contract/order/BPA:

The Contractor warrants that the products provided under this contract/order/BPA shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations.

The duration of this warranty and the remedies available to the Government for breach of the warranty shall be as defined in, and subject to, the terms and limitations of the manufacturer's standard commercial warranty or warranties contained in this contract or the applicable End User License Agreement, provided that notwithstanding any provision to the contrary in

such commercial warranty or warranties, the remedies available to the Government under this warranty shall include an obligation by the Contractor to repair or replace any such product whose non-compliance is discovered and made known to the contractor in writing at any time prior to June 1, 2000 or for a period of six months following acceptance, whichever is the later date. Nothing in this warranty shall be construed to limit any rights or remedies that the Government may otherwise have under this contract.

This warranty shall not apply to products that do not require the processing of date/time data in order to function as specified in this contract/order/BPA.

(End of Section)