

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1   8	
1. REQUEST NO. GC-08-01-GH		2. DATE ISSUED 04/16/08		3. REQUISITION/PURCHASE REQUEST NO. 1049-801036		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 RATING	
5a. ISSUED BY IBB Office of Contracts (C/SA)				5b. FOR INFORMATION CALL (NO COLLECT CALLS)			
6. DELIVER BY (Date) See SOW			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)				
NAME Gary Hosford		TELEPHONE NUMBER AREA CODE: 202 NUMBER: 619-2946		9. DESTINATION			
8. TO:							
a. NAME		b. COMPANY		b. STREET ADDRESS			
c. STREET ADDRESS				c. CITY			
d. CITY		e. STATE		f. ZIP CODE		d. STATE e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 05/01/08		IMPORTANT: This is a request for information, and quotations furnished are not officers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)		
1.	Attorney Advisor Services  The Contractor shall provide legal counsel to Agency elements in accordance with the attached: (a) terms and conditions [IA-999]; (b) Special Requirements; and (c) Statement of Work dated March 21, 2008 [Attachment "A"].  Note: Electronic or fax responses will not be considered. Hard copy quotations are due by 2:00 pm (not COB as stated in Block 10 above) on May 1, 2008.		HR				
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)		c. 30 CALENDAR DAYS (%)	
						d. CALENDAR DAYS NUMBER   PERCENTAGE	
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER							
b. STREET ADDRESS				16. SIGNER			
c. COUNTY				a. NAME (Type or print)		b. TELEPHONE	
d. CITY				e. STATE f. ZIP CODE		AREA CODE	
				c. TITLE (Type or print)		NUMBER	

BROADCASTING BOARD OF GOVERNORS  
INTERNATIONAL BROADCASTING BUREAU (BBG/IBB-M/CON)  
SUPPLEMENTAL TERMS AND CONDITIONS  
PURCHASE ORDER WITH INDIVIDUALS

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**52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items)(Aug 2007).**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
  - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
  - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (iv) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)).
  - (v) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
  - (vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
  
- (2) Listed below are additional clauses that apply:
  - (i) 52.232-1, Payments (Apr 1984).
  - (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
  - (iii) 52.232-11, Extras (Apr 1984).
  - (iv) 52.232-25, Prompt Payment (Oct 2003).
  - (v) 52.233-1, Disputes (July 2002).
  - (vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).
  - (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
  - (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
  - (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (JULY 2005) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(ix) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

(46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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/>.

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

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

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

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

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

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

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

(End of clause)

**Additional Clauses for OF-347 and BBG-44 Added by M/CON:**

In addition to the Clauses and Provisions contained in the Form IBB-999, Supplemental Terms and Conditions Purchase Orders with Individuals, OF-347 and IBB-44, the following Clauses are also incorporated in this purchase order award:

(a) 52.204-7, Central Contractor Registration ((CCR) database is the primary Government repository for Contractor information required to conduct business with the Government.)

(b) 52.223-6, Drug Free workplace Certification. By Acceptance of this purchase order/contract and payment hereunder, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this purchase order/contract.

(c) 52.243-1, Changes—Fixed Price Alternate III (Applies to orders for professional services).

(d) FAR 37.101 Service Contract. This acquisition instrument is a "nonpersonal services contract" as that term is defined in the Federal Acquisition Regulation at Subpart 37.101. It is, therefore, understood and agreed that the Contractor and/or the Contractor's employee: (1) Shall perform the services specified herein as independent contractors, not as employees of the Government; (2) Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) Shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but (4) Shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer or the duly Authorized Representative of the Contracting Officer (AR/CO) as is necessary to ensure accomplishment of the contract objectives.

(e) Government - Contractor Relations

(1) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(2) Contractor personnel under this contract shall not:

(i) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(ii) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other BBG contracts, or become a part of the Government organization.

(iii) Be used in administration or supervision of Government procurement activities.

- (3) Employee relationship.
- (i) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
  - (ii) Rules, regulations, directives, and requirements that are issued by Broadcasting Board of Governors under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.
- (4) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.
- (i) Payments by the Government under this contract are not subject to Federal income tax withholdings.
  - (ii) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
  - (iii) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
  - (iv) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
  - (v) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.
- (5) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.
- (i) The Contractor should notify the Contracting Officer in writing promptly, within three calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
  - (ii) The Contracting Officer will promptly, within three calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
    - (a) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
    - (b) Countermand any communication regarded as a violation,
    - (c) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
    - (d) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of additional clauses)

**1.0 CONTRACT LINE ITEM**

The Contractor shall provide legal counsel to Agency elements (e.g., Office of General Counsel, Office of Contracts) on a Fixed-Price-Labor-Hour basis in accordance with the Statement of Work dated March 21, 2008 (Attachment "A") at the rate shown below:

Hourly Rate: \$ \_\_\_\_\_

Note: The firm-fixed-hourly rate shown above shall be fully burdened (i.e., inclusive of all wages, shipping, travel costs, overhead, general and administrative expenses, profit, etc.).

**2.0 SPECIAL REQUIREMENTS**

**2.1 Building Access**

The building is a government facility and for security purposes requires that temporary personnel display badges for entry. After award and throughout the period of performance, the contractor shall display the badge. The contractor shall comply with the building's security requirements.

**2.2 Progress Reporting**

Approximately two (2) calendar days prior to the last calendar day of each month, the Contractor shall meet with representatives of the Government to review the status of its work during that month.

**2.3 Payment**

The amount of payment authorized each month shall be based upon the number of labor hours worked as agreed to by the Authorized Representative of the Contracting Officer (AR/CO).

**3.0 INSTRUCTIONS AND EVALUATION**

**3.1 Instructions**

(a) The Offeror shall submit a Curriculum Vitae (CV), a description of how the work will be accomplished as prescribed in the attached Statement of Work, and summary of experience/references (i.e., e-mail and telephone number of the customer point-of-contact).

(b) The Offeror shall submit evidence (e.g., copies of bar license) of their Admission to the Bar of the highest court of any state or of the District of Columbia, and demonstrate their good standing in the Bar.

(c) The Offeror shall submit evidence of their residency within the normal commuting Washington, DC commuting area.

(d) Quotations shall be prepared and submitted in two parts: "Technical Proposal" (original only and no copies) and "Price Proposal" (original only and no copies). Each part shall be separate and complete in itself so evaluation of one may be accomplished independently of the other. In order to insure that the evaluation will be performed strictly on the merit of the material submitted, NO COST OR PRICING INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. The information provided should be precise, factual, and responsive. The Contractor shall submit the Price Proposal at the same time but under separate cover to be reviewed by the Contracting Officer while the Technical Evaluation Panel is separately reviewing the technical proposal.

(e) The Offeror may make submittals by either regular US mail or courier to the address shown below. **Telephone responses, e-mail, or facsimile responses ARE NOT acceptable and WILL NOT be considered.** The documentation described in above (a) through (c) shall be submitted to:

Gary C. Hosford  
Branch Chief, Simplified Acquisitions  
BBG/IBB Office of Contracts (C/SA)  
Switzer Building - Room 4300  
330 "C" Street, SW  
Washington, DC 20237

### 3.2 Evaluataion

(a) To be considered, Offerors shall provide evidence of their: (a) admission to the Bar of the highest court of any state or of the District of Columbia, as well as evidence of good standing in the Bar and (b) residency within the normal commuting Washington, DC commuting area.

(b) Admission to the Bar and residency within the normal commuting Washington, DC commuting area are both mandatory criteria. Offerors whose proposals fail to provide the information described above will not be evaluated.

(c) The basis for award will be "best value"; with technical evaluation factors (e.g., strength of Offeror's CV, approach to performing work) being more important than the Offeror's proposed hourly rate.

### 3.3 Magnitude

While there is no minimum on this purchase order, Offerors are hereby notified that the estimated price for the attorney advisor services prescribed herein will be at least \$25,000.

## **Attorney-Advisor (Contracts)**

### **INTRODUCTION**

This position is located in the Office of the General Counsel (GC), BBG. The incumbent works under the general direction of the General Counsel.

### **SUPERVISION AND GUIDANCE RECEIVED**

The incumbent serves as an Assistant General Counsel under the general direction of the General Counsel, who, if necessary, gives guidance in the form of broad policy statements, rather than direction or specific instructions. Implementation, including determination as to whether to re-assign, is usually within the discretion of the incumbent.

Review of work concerns the fulfillment of project objectives, the contributions to overall functioning of the office, and the effectiveness of supervision.

Material to be submitted in litigation is generally not reviewed. Written responses to memoranda for outside release and Agency element requests for legal opinions are routinely cleared by the General Counsel.

Incumbent must be familiar with statutory law and judicial decisions in areas concerning the Agency with particular emphasis on government procurement and appropriations law.

Judgment is used in analyzing and interpreting reference material. Utilization of legal research materials is necessary on a routine basis.

Incumbent uses own initiative, judgment and resourcefulness in developing and adopting methods of performing work.

Incumbent is often asked to review changes in regulations proposed by other officers and, on occasion, by other agencies.

Incumbent is in a position to recommend changes in Agency policy or its application.

### **MAJOR DUTIES**

The incumbent is primarily responsible for providing legal counsel to other Agency elements on the more complex aspects of procurements and for guiding or supervising the other attorneys in procurement-related matters. In addition, performs other legal duties which reflect the diversity of legal activity in the Office of the General Counsel. Specific duties include the following:

- Assumes direct responsibility for handling those procurements or procurement-related issues which (a) present the most complex legal questions or fact situations, (b) have no

clear legal precedent, or (c) have the potential for high impact and Agency exposure due to the cost in question or potential program or political implications.

- Serves as the Agency focal point in dealing with procurement-related litigation (e.g., bid protests, contract claims, patent or data infringement actions, etc.). Represents the Agency before the Comptroller General or the Board of Contract Appeals, or assists the Department of Justice attorney in court cases by interviewing and selecting appropriate witnesses, preparing them to give testimony, conducting direct examination, suggesting questions to be asked in cross-examination, cross-examining witnesses after the line of questioning has been settled, and drafting findings of fact, conclusions-of-law, and orders based upon the record.
- Assists in procurement matters that could impact U.S. foreign relations, such as in negotiating and drafting agreements or contracts with foreign governments, agencies or other entities.
- When appointed, and subject to approval by the Source Selection Official, serves as Legal Advisor to the Source Selection Advisory Council and the Source Selection Evaluation Board which are specially chartered to conduct formal Source Selection for major acquisitions. As Legal Advisor, provides counsel at all stages of the Source Selection process regarding a broad range of activities or issues, including proposal evaluation, negotiation procedures, and conflicts of interest.
- Provides general guidance to, or upon request by the General Counsel, supervises other attorneys in the office on procurement-related matters, and when serving as duty officer in the absence of the General Counsel.
- When the amount involved exceeds \$500,000, reviews proposed contracts, grants, cooperative agreements, delivery orders, and interagency agreements prior to their final execution, certifying to the General Counsel that they conform to law and regulation and are legally sufficient.
- Provides the specialized legal expertise necessary to ensure compliance with the unique regulations and requirements associated with technical procurements, such as those for Research and Development (R&D), Architect-Engineer (A-E) services, major construction, computer, internet and telecommunications.
- Ensures that intellectual property considerations (patent, trade secret, copyright) are adequately addressed both during contract formation and performance.
- Assists the Office of Contracts and the Authorized Representative of the Contracting Officer (AR/CO) by: (a) interpreting the contract to ascertain the rights and obligations of the parties; (b) reviewing claims for or against the government; and (c) rendering legal opinions as necessary.
- Interprets and, as appropriate, appraises agency management of developments in procurement law, policies, or procedures as reflected in statutes, procurement regulations, OMB Circulars, case law, or decisions of the Comptroller General.

- Provides advice and assistance on matters of government appropriations law in regard to procurement activities of the agency and in support of the Chief Financial Officer on fiscal law issues.
- Prepares General Counsel's position with respect to legislation proposed by other agencies and the advisability of its implementation.
- Advises the General Counsel in ruling on questions of law raised by Agency elements as they bear on daily business, including preparation of written memoranda and legal opinions to formal requests for legal advice.

### **OTHER SIGNIFICANT FACTS**

Admission to the Bar of the highest court of any state or of the District of Columbia, and good standing in the Bar maintained on a continuing basis is required.

Contacts are with BBG staff, the top management in the International Broadcasting Bureau, (IBB), management, attorneys and professional staff of other agencies; Agency officers; Associate, Assistant and Acting Directors and their Deputies, as well as other professional-level Agency officers who have requested advice; Assistant U S. Attorneys and Department of Justice attorneys with whom incumbent consults regarding pending lawsuits; opposing counsel; lawyers in the private sector; and attorneys and other professionals in other US. Government or foreign agencies.