



Office of Thrift Supervision
Department of the Treasury

Procurement Management

1700 G Street, N.W., Washington, DC 20552 • (202) 906-3136

August 29, 2008

Subject: Solicitation TOTS08C0108

To: All Interested Offerors:

The U.S. Office of Thrift Supervision (OTS) cordially invites you to submit a proposal that meets the requirements set forth in the attached Request for Quotations (RFQ). This is an unrestricted competitive RFQ for Long Term Disability Insurance for OTS employees.

The services will be provided under a fixed-price contract. Award will be made to the offeror whose proposal offers the greatest overall value to OTS as determined by evaluation of the proposals in accordance with the established evaluation criteria, considering cost and other factors. Technical factors will be more important than cost factors in the source selection.

The RTQ contains proposal information and evaluation criteria. Offerors are responsible for all of its requirements and any resulting contract. You should read the RFQ in its entirety.

All questions regarding the RFQ must be received in writing no later than August 5, 2008, at 3:00 p.m. EDT time. OTS requests offerors not to wait until the deadline to submit questions but asks that they be emailed to Andre Adams at andre.adams@ots.treas.gov as early as possible.

Proposals are due by 2:00 p.m. local time on September 25, 2008, as specified in Block 8 of the Standard Form 1449 (SF-1449) in the solicitation. OTS will not accept faxed or emailed proposals.

If you have any questions concerning this solicitation, you may contact me at 202-906-6136 (e-mail: andre.adams@ots.treas.gov). Thank you for your interest in this contracting opportunity with OTS.

Sincerely,

/s/

Andre Adams
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>Offeror to Complete Blocks 12, 17, 23, 24, & 30</i>				1. Requisition Number	PAGE 1 OF 56	
2. Contract No.	3. Award/Effective Date	4. Order Number	5. Solicitation Number TOTS08C0108	6. Solicitation Issue Date August 29, 2008		
7. For Solicitation Information Call:	a. Name Andre Adams andre.adams@ots.treas.gov		b. Telephone Number (No collect calls) 202-906-6136	8. Offer Due Date/Local Time September 25, 2008 /2:00 p.m. local time		
9. Issued By U.S. Department of the Treasury Office of Thrift Supervision 1700 G Street, NW, 2/G3 Washington, DC 20552	Code	10. This Acquisition is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set-Aside % for <input type="checkbox"/> Small Business <input type="checkbox"/> Emerging Small Business <input type="checkbox"/> HUBZone Small Business <input type="checkbox"/> Service-Disabled Veteran-Owned <input type="checkbox"/> 8(a) NAICS: <u>524113</u> Size Standard: <u>\$6.5 million</u>		11. Delivery for FOB Destination Unless Block is Marked. <input type="checkbox"/> See Schedule	12. Discount Terms	
15. Deliver To U.S. Department of the Treasury Office of Thrift Supervision 1700 G Street, NW, 2/G3 Washington, DC 20552		Code	16. Administered By		Code	
17a. Contractor/Offeror	Cage Code 5D237	18a. Payment Will Be Made By		Code		
Telephone No.	TIN:	18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked. <input type="checkbox"/> See Addendum.				
17b. Check if Remittance is Different and Put Such Address in Offer. <input type="checkbox"/>		19. ITEM NO.				
20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	23. UNIT PRICE	
					24. AMOUNT	
25. Accounting and Appropriation Data				26. Total Award Amount (For Govt. Use Only) US		
27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4. FAR 52.212-3 and 52.212-5 are attached. Addenda		<input type="checkbox"/> are <input type="checkbox"/> are not attached				
27b. Contract/Purchase Order incorporates by reference FAR 52.212-4. 52.212-5 is attached. Addenda		<input type="checkbox"/> are <input type="checkbox"/> are not attached				
<input checked="" type="checkbox"/> 28. Contractor is required to sign this document and return <u>1</u> copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.		29. Award of Contract: Reference. _____ Offer Dated _____ Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:				
30a. Signature of Offeror/Contractor		31a. United States of America (Signature of Contracting Officer)				
30b. Name and Title of Signer (Type or Print)		30c. Date Signed		31b. Name of Contracting Officer (Type or Print)		
				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: _____						
32b. Signature of Authorized Government Representative		32c. Date		32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative				32f. Telephone Number of Authorized Government Representative		
				32g. E-mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number		35. Amount Verified Correct For		
<input type="checkbox"/> Partial <input type="checkbox"/> Final				36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
38. S/R Account Number		39. S/R Voucher Number		40. Paid By		
41a. I certify this account is correct and proper for payment			42a. Received By (Print)			
41b. Signature and Title of Certifying Officer			42b. Received At (Location)			
			42c. Date Rec'd (YY/MM/DD)		42d. Total Containers	

Statement of Work

Long Term Disability (LTD)

I. Background and Objectives

A. Background

The Office of Thrift Supervision (OTS), a bureau of the Department of the Treasury, (OTS) receives no direct appropriation from Congress. Its income is primarily derived from assessments collected from savings and loans and interest earned on a portfolio of U.S. Treasury securities. As a non-appropriated agency, OTS is statutorily exempt from a number of pay benefits programs generally applicable to Federal agencies and their employees. More specifically, OTS has independent authority to offer benefit programs to its employees which are in addition to benefits available in the Federal Government. In 1991, for first time, OTS implemented a Long Term Disability (LTD) plan for its employees. The plan currently covers approximately 1018 employees.

B. Objective

OTS is issuing this Request for Proposals (RFP) for the purpose of the services of a contractor to provide long-term disability (LTD) insurance coverage. This RFP solicits proposals from qualified insurance companies to offer LTD insurance coverage on a fully insured basis for current and future active full-time and part-time OTS employees and temporary (or non-permanent appointment) employees. OTS wishes to provide eligible persons the opportunity to be covered by a disability insurance plan.

II. Scope of Work

The Contractor shall administer and underwrite a group LTD plan that will serve as a supplement to disability benefits currently available to OTS employees under the Federal Employees Retirement System (FERS), Civil Service Retirement System (CSRS), and Financial Institutions Retirement Fund (FIRF) retirement systems. The LTD plan shall provide OTS disability coverage to all eligible employees throughout the United States.

The Contractor shall provide a LTD plan design that contains all current benefit plan provisions of the OTS LTD plan remain intact. Therefore, it is imperative that you **carefully** read the enclosed plan description (Attachment A). Any deviations should be explained in detail; however, such deviations may not be accepted by OTS.

A. Plan Requirements

1. Contractor shall provide the following services:
 - a. Provide benefits that are identical to the benefits in the current OTS LTD plan unless an exception is identified in this Statement of Work.
 - b. Design, develop, and supply to OTS plan documents, an official plan document, booklets, and administration manual within sixty (60) days of the contract award.
 - c. Prepare and deliver to OTS employee booklets and claim forms within sixty (60) days of the contract award.

- d. Produce and mail to each claimant's home address annual W-2 Wage and Tax Statement form.
- e. Adjudicate and process claims, including:
 - i. Verify claims charges are for covered employees.
 - ii. Determine eligibility for benefits.
 - iii. Pay claims under the plan.
 - iv. Perform Social Security certification and appeals.
 - v. Coordinate benefits with CSRS, FERS, FIRF and Social Security.
 - vi. Periodically investigate claims to determine continued eligibility for benefits.
 - vii. Conduct disability management, including benefit integrations, rehabilitation and rehabilitation monitoring.
 - viii. Prepare quarterly and annual reports for the plan. The reports shall cover all aspects of the plan, including finances and administration. Specifically, it must include a listing of disability claimants showing date of disability, date of benefits, amount of benefit, duration of benefit and reserves established.
- f. Provide administrative, technical and physical safeguards to protect any OTS information maintained in Contractors' custody.
- g. Prepare and submit all required Government filings including, but not limited to, IRS Form 5500, withholding, 1099s, tax reporting, and W-2s.

B. Reporting Requirements

- 1. Contractor shall submit the following report to the COTR:
 - a. Monthly reports no later than the tenth business day of each month. The reports shall include a listing of individual claimants showing
 - i. Date of disability;
 - ii. Benefit commencement date;
 - iii. Benefit termination date (where applicable);
 - iv. Nature of disability (broad classification);
 - v. Gross benefits payable; and
 - vi. Net benefits payable and reserves established,
 - b. An annual report for the plan no later than January 31st of the following year. The annual report shall cover all aspects of the plan including finances and administration including, but not limited to, claims filed, claim status, reason(s) why claims were denied.
 - c. An annual summary (and up to a three-year comparison when available) of gross premium, net premium, paid claims, incurred claims, and plan expenses.
 - d. An annual summary (and up to a three-year comparison when available) of accounting and segregation of all reserves.
 - e. A quarterly listing of disability claimants showing date of disability, date of benefits, amount of benefit, duration of benefit, and reserves established.

C. Financial Requirements

A. Pricing Assumptions

1. **Premium.** Offerors shall address the following in their quotation:
 - a. Please complete a cost illustration and premium rate quotation.
 - b. All quotations should initially be made on an experience rated funding basis. You may submit alternate funding proposals, but it must specifically be labeled as an alternative funding arrangement.

2. **Rates.** Offerors should assume the following in developing their premium rates and retention:
 - a. Rates shall not include commissions to a selling agent. Rates must be net of commissions,
 - b. Rates should be quoted based on OTS paying the entire cost of the premium.
 - c. There are currently 9 active claims filed under the current LTD plan in effect since January 1, 2002.
 - d. The estimated payroll for 2008 is \$125,000,000.
 - e. Coverage will become effective on January 1, 2009.
 - f. Provide a cost estimate using the assumption that the current benefit level will remain at \$8,000 and the assumption that the current benefit level will increase to \$10,000.

IV. Administrative and Financial Questionnaire

Offerors shall address the following items:

1. OTS currently has approximately 1018 employees. Describe how your company would organize the delivery of services to these employees. What resources can your company draw from to meet plan requirements?
2. Complete the chart below describing your company's book of long-term disability business (insured and administrative services only), by customer size groupings:

Number of Lives Covered by the Plan	Number of Plans	Premium Income
Less than 100	_____	_____
100 to 499	_____	_____
500 to 999	_____	_____
1,000 to 2,499	_____	_____
2,500 to 4,999	_____	_____
5,000 or more	_____	_____

3. How many of your company's claims offices are responsible for settling long-term disability claims? Where are these claims offices located?
4. Describe staffing of these claims offices. Be specific about training and experience of claims examiners, medical and legal backup on which the claims examiners can draw.
5. Indicate whether claims examiners settle other than long-term disability claims. If so, what percent of their activity do long-term disability claims represent?

6. Provided copies of claim forms your company would use, including claimant's statement, employer's statement and physician's statement.
7. Provide copies of statistical reports you would be willing to provide. How frequently are these reports provided? How long after the end of the periods covered are the reports provided?
8. When your company receives a disability benefits claim, what procedures does your company follow to determine eligibility for benefits.
9. Describe the program or programs your company uses to encourage rehabilitation of claimants. Be specific about the training, experience and professional credentials of those persons who work with claimants on rehabilitation.
10. Describe your company's routine follow-up procedures on claimants receiving benefits to determine continuance of disability and/or to determine whether rehabilitation efforts are in order.
11. Describe how your company determines what other benefits a disabled employee is receiving or is eligible to receive and which may reduce an employee's LTD benefit. Specifically, describe your company's procedure for each type of benefit.
12. Describe in detail the claims reserves your company would establish for this plan. Include disabled life reserves, waiting period reserves, etc.
13. Describe the method by which interest is credited to the reserves described above.
14. Describe the treatment of all reserves upon termination of the contract.

OTS Long Term Disability Summary Plan Description

OTS Long Term Disability

Introduction

Your Long Term Disability (LTD) plan provides income protection for you and your family if you are unable to work due to illness or injury. This important coverage helps to meet day-to-day living expenses during extended periods of disability, when your regular income has been affected adversely and need is greatest.



OTS provides this coverage at no cost to ensure that all eligible employees have this important benefit.

This summary is designed to provide a general, easy-to-read explanation of the Long Term Disability Plan. The complete provisions of the plan are contained in the official plan document, which governs in case of any differences between it and this summary. The official plan document is maintained at the OTS Human Resources Division in Washington.

The OTS Long Term Disability program is underwritten by The Prudential Insurance Company of America.

Eligibility

All full- and part-time employees who work a minimum of 30 hours per week are eligible for LTD coverage.

Effective Date of Coverage

Your LTD coverage becomes effective on the day you become actively employed. If you are not actively at work on the date you would otherwise become insured, you will become insured on the date you return to work.

Benefit Waiting Period

The Benefit Waiting Period is 120 days of continuous disability. A period of disability will be considered continuous even if interrupted by a temporary return to full-time in your regular job for up to a total of 20 days during the Benefit Waiting Period. The Benefit Waiting Period will be extended by the number of days you temporarily returned to work.

Definition of Disability

The term Disability, as referred to in this chapter, means you are unable to perform all the material duties of your regular occupation.

"Total Disability" exists when Prudential determines that all of the following conditions are met:

- Due to sickness or accidental injury, both of these are true:
 - * You are not able to perform for wage or profit the material and substantial duties of your occupation.

- * After twenty four months of benefits of Total Disability, you are not able to perform for wage or profit the material and substantial duties of any job for which you are reasonably fitted by your education, training or experience.
- * You are not working at any job for wage or profit.
- * You are under the regular care of a Doctor.

"Partial Disability" exists when Prudential determines that all of the following conditions are met:

- Due to sickness or accidental injury you are not able to perform for wage or profit the material and substantial duties of your occupation on a full-time basis.
- You are working for wage or profit:
 - * at your own occupation, but you are not able to perform your duties on a full-time basis; or
 - * at another occupation.

The amount of your monthly earnings is your Partial Disability Earnings.

- Your Partial Disability Earnings are not more than 80 percent of your Pre-Disability Earnings. Your Pre-Disability Earnings are the amount of your monthly Earnings before your period of Total Disability began.
- You are under the regular care of a Doctor.

"Disability" means either Total Disability or Partial Disability.

"Earnings" is defined as the gross amount of money paid to you by OTS in cash for performing the duties required of your job. Bonuses, overtime pay (earnings for more than 40 hours per week), and all other benefits are not included.

Prudential, at its own expense, has the right to examine you on the basis of a claim. Prudential may do this when and as often as is reasonable while the claim is pending.

Cost

LTD coverage is provided by OTS at no cost to you.

Schedule of Benefits

Monthly Benefit

The Monthly Benefit for any month is:

- The lesser of:
 - * 65 percent of your base pay rounded to the nearest dollar; or
 - * \$8,000
- Minus Other Benefits (defined below) for that month.

The Monthly Benefit will not be less than \$100.00, regardless of any reductions described in this chapter, except when an employee is receiving sick leave pay. Employees may elect to use their sick leave benefits in lieu of receiving LTD benefits, but are not required to do so. Monthly Benefits will be prorated if payable for any period less than a month.

Any employee applying for LTD benefits must also, at the same time, apply for disability retirement benefits through your appropriate retirement system.

Other Benefits

Other Benefits (as noted above) include:

- Any amounts which you or your dependents receive on account of Disability include, but are not limited to:
 - * Any group or franchise insurance or similar employer sponsored plan for persons in a group;
 - * The Canada and Quebec Pension Plans;
 - * Any local, state, provincial or federal government disability or retirement plan or law;
 - * Any salary or wage continuation plan or sick leave plan of the employer;
 - * The Jones Act, or any workers' compensation occupational disease or similar law including all permanent as well as temporary disability benefits;
 - * Any work loss provision in the mandatory part of any "No-Fault" auto insurance policy.
- Any disability or Old Age benefits payable under the Federal Social Security Act which you receive (or assume to receive*) on your own behalf;
- Any disability or Old Age benefits payable under the Federal Social Security Act which you receive (or assume to receive*) on behalf of your dependents; or which your dependents receive on account of your receipt (or assumed receipt*) of such benefits; and
- Any disability, retirement or other benefit payable under the Civil Service Retirement Act, the Federal Employees Retirement System and the Financial Institutions Retirement Fund, which you receive (or assume to receive*).
- These amounts will be assumed as being received. These assumed benefits will be in an amount the carrier estimates you and your dependents, if applicable, are eligible to receive. This assumption will not be made if proof is provided to the carrier that these benefits have been denied.

Other Insurance

If there is other group disability insurance which applies to the same claim for disability and contains the same or similar provision for reduction because of Other Benefits, the OTS LTD plan shall be liable for its share of the total claim.

Partial Disability Benefits (Residual)

Benefits are payable under this Section for a period of your Partial Disability. Benefits start on the first day after the Benefit Waiting Period if you are not then receiving benefits for Total Disability. The Benefit Waiting Period does not apply to any Partial Disability that starts while you are receiving benefits under this Coverage for Total Disability.

Periods of Disability that include times when you are Totally disabled as well as when you are Partially Disabled, including any part of the Benefit Waiting Period, are considered one period of Disability unless:

- they meet the conditions for separate periods of Disability that are described in the Separate Periods of Disability Section of this summary plan description; or
- the Disability is not treated as continuous under the stated Benefit Waiting Period.

Benefits for one such period of Disability are not payable for more than what is allowable under the Duration of Benefits section.

The benefits are payable for your period of Partial Disability only if the period of Disability began while you were a Covered Person.

Amount Payable: An amount equal to (1) or (2):

- 1) This applies if your Partial Disability Earnings are less than 20 percent of your Pre-Disability Earnings. Benefits will be the same as the benefits that would be payable under this Coverage for Total Disability had you not been working for wage or profit.
- 2) This applies if your Partial Disability Earnings are at least 20 percent, but not more than 80 percent of your Pre-Disability Earnings. Benefits will be determined as follows:
 - a) During the first 12 months of a period for which Partial Disability benefits are payable, benefits will be the same as the benefits that would be payable under this Coverage for Total Disability had you not been working for wage or profit, until the sum of (i) those benefits and (ii) your Partial Disability Earnings exceed 100 percent of your Pre-Disability Earnings. In that case, your benefit will be reduced by the excess amount.
 - b) After the first 12 months, benefits will be the portion of your Earnings Lost times the benefits that would be payable under this Coverage for Total Disability had you not been working for wage or profit. But benefits will not be less than the minimum Adjusted Benefit for Total Disability, if any, shown in the Schedule of Benefits section.

The portion of your Earnings Lost is the difference between your Pre-Disability Earnings and Partial Disability Earnings, divided by your Pre-Disability Earnings.

You must give Prudential any proof needed to confirm your Partial Disability Earnings.

Indexing of Pre-Disability Earnings

Indexing allows you to increase total income and continue to qualify for LTD benefits if you are partially disabled. Each July 1, your pre-disability earnings figure is increased by the lesser of the percentage increase in the prior year's Consumer Price Index or ten percent. There is no limit to the number of increases you can receive.

Separate Periods of Disability

This Section applies if a period of your Disability starts after a prior period for which benefits were payable under this coverage.

In that case, the later period will be treated as part of the prior period unless one of these conditions is met:

- Between the periods, you have performed for wage or profit all the material and substantial duties of a job with OTS on a full-time basis for at least six consecutive months.
- The periods are due to wholly unrelated causes.
- Between the periods, you became eligible for other long term disability coverage through OTS or any other employer.

Benefits for Expenses of Rehabilitation

This Section applies if:

- You are Disabled; and
- You are, or may become, entitled to benefits under this coverage for that disability.



Prudential may determine, after consulting your Doctor, that:

- You are able to be in a program of rehabilitation that may help you to be able to support yourself; and
- You should cease to be Disabled and be able to support yourself after being in such program.

Prudential will determine the type of expenses that will be covered and when they may be incurred. Prudential will inform you of the terms under which payment will be made.

If you agree to be in that program, benefits will be payable for the covered expenses you are charged.

Benefits will not be provided to the extent coverage for the expenses is required, or is available at no cost to you, under a law or governmental program which provides rehabilitation. Nor will benefits be provided to the extent that coverage for the expenses is provided by an insured or uninsured plan under which OTS or any other employer has paid any of the cost or made payroll deductions.

Recovery of Overpayments

If the monthly benefit for any month is overpaid, a deduction of the overpaid amount from any future payments or a lump sum repayment of the overpaid amount will be made.

Exclusions

No Monthly Benefits will be paid if your Disability or Partial Disability results, directly or indirectly, from:

- Injuries intentionally self-inflicted
- Any act or hazard or a declared or undeclared war
- For "a period of Disability", or part of such period, no benefit will be paid for any period that occurs while an employee is confined in a prison or other House of correction due to conviction in a court of law.

Monthly benefits will not be paid for any period of disability that arises during the first year of your LTD coverage and is due to a pre-existing condition. A pre-existing condition is an accidental injury or sickness which is diagnosed, treated or caused expenses to be incurred during the 90 day period immediately preceding your LTD coverage effective date.

Information About Your Benefits

Commencement of Benefits

You will begin receiving Monthly Benefits in the amount determined from the schedule when proof is received that:

- You became Disabled while insured under this LTD plan; and
- Disability has continued for a period longer than the Benefit Waiting Period (i.e., 120 days).

Duration of Benefits

Monthly Benefits will end on the earlier of the following dates:

- The date you cease to be Disabled; or
- Whichever of the following dates is applicable to you:

DURATION OF BENEFITS

Age When Disability Began	Date Monthly Benefits Cease
Age 61 and under	To age 65
Age 62 36 th Monthly Benefits is	The later of: your 65 th birthday; or the date the 36 th Monthly Benefit is payable
Age 63 - 64	The date the 36 th Monthly Benefit is payable
Age 65 - 67	The date the 24 th Monthly Benefit is payable
Age 68 and over	The date the 12 th Monthly Benefit is payable

Mental Illness, Alcoholism and Drug Abuse Limitation

Monthly benefits will be paid for no more than 24 months during your lifetime for Disability or Partial Disability caused or contributed to by mental illness, alcoholism or drug abuse while you are not confined in a hospital. You will be considered confined in a hospital only if you are confined continuously for at least 14 days in a hospital licensed to provide care and treatment for the condition causing the disability.

Notice of Claim

As soon as reasonably possible after becoming disabled you should apply for LTD benefits with your Human Resources office. Your Human Resources staff will assist you in completing the claim forms.

Payment of Benefits



Any benefits that are payable for disability will be paid to you. Disability benefits will be paid at regular intervals of not more than one month. Any balance which remains unpaid at the end of any period will be paid at that time.

Determination of Benefits

Prudential shall notify you of the claim determination within 45 days of the receipt of your claim. This period may be extended by 30 days if such an extension is necessary due to matters beyond the control of the Plan. A written notice of the extension, the reason for the extension and the date by which the Plan expects to decide your claim shall be furnished to you within the initial 45-day period. This period may be extended for an additional 30 days beyond the original 30-day extension if necessary due to matters beyond the control of the Plan. A written notice of the additional extension, the reason for the additional extension and the date by which the Plan expects to decide on your claim shall be furnished to you within the first 30-day extension period if an additional extension of time is needed. However, if a period of time is extended due to your failure to submit information necessary to decide the claim, the period for making the benefit determination by Prudential will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If your claim for benefits is denied, in whole or in part, you or your authorized representative will receive a written notice from Prudential of your denial. The notice will be written in a manner calculated to be understood by you and shall include:

- (a) the specific reason(s) for the denial;
- (b) references to the specific plan provisions on which the benefit determination was based;
- (c) a description of any additional material or information necessary for you to perfect a claim and an explanation of why such information is necessary;

- (d) a description of Prudential's appeals procedures and applicable time limits, including a statement of your right to bring a civil action under section 502(a) of ERISA following your appeals; and
- (e) an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request, if an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit.

Appeals of Adverse Determination

If your claim for benefits is denied, or if you do not receive a response to your claim within the appropriate time frame (in which case the claim for benefits is deemed to have been denied), you or your representative may appeal your denied claim in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records, and information relevant to your claim free of charge.

A full review of the information in the claim file and any new information submitted to support the appeal will be conducted by the Prudential Appeals Review Unit. The claim decision will be made by a member of the Prudential Claims Management Team. The Prudential Appeals Review Unit and Claims Management Team are made up of individuals not involved in the initial benefit determination. This review will not afford any deference to the initial benefit determination.

The Prudential Appeals Review Unit shall make a determination on your claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to 90 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that the Prudential Appeals Review Unit expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If the claim on appeal is denied in whole or in part, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by you and shall include:

- (a) the specific reason(s) for the adverse determination;
- (b) references to the specific plan provisions on which the determination was based;
- (c) a statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request;
- (d) a description of Prudential's review procedures and applicable time limits;
- (e) a statement that you have the right to obtain upon request and free of charge, a copy of internal rules or guidelines relied upon in making this determination; and
- (f) a statement describing any appeals procedures offered by the Plan, and your right to bring a civil suit under ERISA.

If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

If the appeal of your benefit claim is denied, or if you do not receive a response to your appeal within the appropriate time frame (in which case the appeal is deemed to have been denied), you or your representative may make a second appeal of your denial in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your second appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

Upon receipt of a second appeal, the Prudential Appeals Review Unit will again conduct a full review of the claim file and any additional information submitted. The claim decision will be made by a member of the Prudential Senior Claims Management Team. The Appeals Unit and Senior Claims Management Team member would not have been involved in the initial benefit determination or in the first appeal.

The Prudential Appeals Review Unit shall make a determination on your second claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to 90 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which the Appeals Review Unit expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If the claim on appeal is denied in whole or in part for a second time, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include the same information that was included in the first adverse determination letter, as well as your right to appeal the decision to Prudential's Appeal Committee. If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied upon appeal.

If the second appeal of your benefit claim is denied, or if you do not receive a response to your second appeal within the appropriate time frame (in which case the appeal is deemed to have been denied), you or your authorized representative may make a third appeal of your denial in writing to the Prudential Appeals Committee within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your third appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

Upon receipt of a third appeal, the claim will be directed to Prudential's Appeals Committee by a member of the Prudential Senior Claims Management Team. This Committee will be composed of three members of the Senior Claims Management Team who have not been involved in any previous appeals.

The Prudential Appeals Committee shall make a determination on your third claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to 90 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which the Appeals Review Unit expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

Your decision to submit a benefit dispute to the third level of appeal has no effect on your right to any other benefits under this plan. If you elect to initiate a lawsuit without submitting to a third level of appeal, the Plan waives any right to assert that you failed to exhaust administrative remedies. If you elect to submit the dispute to the third level of appeal, the Plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that the appeal is pending.

If the claim on appeal is denied in whole or in part for a third time, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include the same information that was included in the first adverse determination letter.

If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

Survivor Benefits

A death benefit is payable to your surviving spouse or children under age 25 if you die:

- after your period of disability had continued for at least six consecutive months; and

- while you are receiving benefits under the coverage.

The total benefit will be an amount equal to six times your last Scheduled Benefit for a full calendar month.

The benefit is payable to your spouse, if living. Otherwise, it is payable in equal shares to your children under age 25. No benefit is payable if you are not survived by your spouse or any children under age 25.

Termination of Coverage

Your coverage under the LTD Plan will end on the earliest of the following events:

- The date you cease to be eligible for the insurance
- The date the plan terminates
- The date your OTS employment ends.
- The date you begin any severance agreements with the OTS.

If your employment ends due to disability for which monthly benefits are or may become payable, your LTD insurance will continue as long as monthly benefits are payable for disability or partial disability.

March 2002

OTS Employee Demographic Data

The below demographic table provides the date of birth, salary, and gender for each current OTS employees.

Date of Birth	Salary	Gender
04/19/85	\$52,374	M
05/15/56	\$145,600	M
10/10/61	\$115,000	M
10/05/48	\$119,706	M
04/24/77	\$119,214	M
04/02/71	\$126,175	M
05/31/83	\$49,763	F
11/06/50	\$95,326	F
02/24/53	\$97,026	M
02/27/64	\$187,425	M
08/01/58	\$111,249	F
12/11/58	\$150,991	F
04/07/51	\$155,957	M
10/18/54	\$111,737	M
01/23/57	\$155,847	F
09/08/61	\$131,497	F
10/24/61	\$137,679	M
04/03/85	\$48,173	M
06/28/57	\$86,110	F
04/01/47	\$132,278	M
09/21/63	\$189,901	M
12/17/61	\$120,000	M
01/22/65	\$164,805	F
06/10/57	\$150,154	M
06/18/85	\$41,600	F
10/17/80	\$51,975	F
06/04/62	\$105,000	F
12/19/57	\$132,211	F
08/23/45	\$90,871	F
05/03/56	\$72,363	M
02/03/50	\$109,369	F
03/08/51	\$138,543	M
01/11/54	\$76,697	M
05/21/57	\$80,161	F
09/25/56	\$128,487	M
01/22/62	\$142,435	F
08/12/82	\$54,108	M
11/08/55	\$55,986	F
09/22/48	\$235,657	M
12/20/46	\$163,049	M
10/14/63	\$129,920	M
09/11/58	\$144,494	F
01/25/61	\$84,497	M
08/31/55	\$115,016	F

Date of Birth	Salary	Gender
12/11/57	\$90,605	F
03/24/65	\$99,138	M
09/26/46	\$146,458	M
04/08/54	\$141,285	F
07/10/80	\$41,400	M
12/03/56	\$85,880	M
06/13/54	\$164,800	M
05/26/58	\$84,010	M
10/26/54	\$128,219	M
01/15/58	\$110,206	M
09/03/60	\$114,580	M
05/09/45	\$63,143	F
05/11/64	\$163,185	M
08/10/47	\$182,619	M
03/23/84	\$54,638	F
12/09/61	\$142,266	M
11/03/54	\$83,918	F
02/19/70	\$129,500	M
11/23/53	\$107,066	M
04/10/53	\$127,971	M
03/17/83	\$54,108	F
02/23/83	\$41,600	M
05/21/65	\$73,599	F
02/26/49	\$161,174	M
12/20/49	\$52,423	F
11/01/50	\$113,396	M
06/23/67	\$74,583	F
04/13/51	\$143,639	M
12/26/57	\$97,086	M
08/19/49	\$63,387	M
12/21/63	\$68,412	F
07/31/53	\$119,794	M
11/17/54	\$127,250	M
06/18/55	\$139,660	M
05/06/69	\$70,085	M
10/05/60	\$141,253	M
07/28/55	\$150,800	M
09/24/70	\$63,366	F
12/14/63	\$135,070	M
04/30/69	\$63,620	F
02/04/50	\$242,148	M
12/09/51	\$119,794	F
03/09/57	\$98,800	F
11/04/58	\$109,693	M
07/08/59	\$86,320	M
11/24/48	\$138,197	M
01/21/57	\$100,192	M
06/27/59	\$150,800	F
03/18/55	\$147,131	M
04/08/61	\$192,308	F

Date of Birth	Salary	Gender
10/21/37	\$103,364	M
04/10/76	\$110,528	M
12/12/84	\$61,939	F
11/03/48	\$114,250	M
08/04/66	\$88,689	M
09/20/59	\$106,498	M
09/01/66	\$178,548	M
12/09/55	\$127,794	M
04/12/52	\$56,605	F
11/12/45	\$95,308	M
08/25/54	\$87,975	M
11/12/55	\$129,946	M
07/05/60	\$82,087	F
10/25/58	\$158,139	F
09/08/44	\$66,160	M
10/10/73	\$69,572	F
03/19/71	\$102,900	F
12/14/55	\$130,915	M
09/28/47	\$130,746	M
08/30/50	\$125,259	M
04/12/45	\$138,000	M
04/20/53	\$103,000	F
12/06/49	\$191,724	M
08/17/57	\$96,722	F
04/22/53	\$150,256	F
02/10/62	\$142,021	M
09/15/58	\$108,084	F
05/19/44	\$127,895	F
10/16/60	\$169,638	M
04/28/47	\$158,787	M
09/09/53	\$133,536	M
06/21/57	\$186,986	F
10/21/48	\$111,278	M
07/16/54	\$155,660	F
03/01/64	\$44,984	M
09/19/84	\$54,340	M
06/14/52	\$162,431	F
09/29/52	\$98,805	M
11/07/84	\$61,939	F
03/27/57	\$183,319	M
10/20/61	\$98,508	M
10/30/67	\$135,000	M
07/16/40	\$228,924	M
11/20/56	\$170,352	M
06/24/82	\$62,535	M
01/13/50	\$118,281	M
05/06/49	\$173,933	F
09/20/52	\$104,818	M
11/16/35	\$110,855	M
02/11/65	\$58,132	F

Date of Birth	Salary	Gender
12/12/59	\$151,632	M
11/15/63	\$124,355	F
10/06/53	\$165,315	F
04/11/85	\$49,920	F
11/07/76	\$113,432	F
10/06/63	\$65,537	F
04/24/57	\$88,748	F
12/02/54	\$134,074	M
12/07/75	\$120,000	F
07/07/66	\$156,245	M
11/24/51	\$88,811	F
01/31/50	\$140,875	F
12/08/48	\$98,168	M
06/08/51	\$94,472	M
05/28/63	\$119,675	F
09/14/57	\$141,695	F
08/21/62	\$205,800	F
03/28/73	\$93,600	F
06/25/60	\$229,733	M
02/20/55	\$128,179	F
01/07/62	\$107,593	F
08/20/65	\$126,886	M
09/02/46	\$64,720	F
06/27/64	\$107,229	M
08/28/65	\$169,752	M
08/01/55	\$110,214	F
03/17/52	\$87,253	F
11/14/58	\$53,491	F
04/03/66	\$116,689	F
12/13/54	\$163,020	F
07/02/60	\$124,149	M
07/27/79	\$50,463	F
10/31/62	\$94,466	F
07/27/48	\$104,000	M
07/25/59	\$132,487	M
09/15/67	\$69,505	M
08/24/53	\$90,111	F
09/06/84	\$41,600	M
10/09/52	\$154,855	F
05/01/45	\$112,314	M
04/27/57	\$81,120	F
07/29/46	\$91,964	M
06/07/84	\$46,725	M
01/17/55	\$97,289	F
09/12/62	\$119,414	M
06/05/44	\$95,660	M
12/12/61	\$154,917	M
01/01/40	\$158,500	F
02/20/52	\$152,147	M
12/21/55	\$218,616	M

Date of Birth	Salary	Gender
06/18/53	\$96,520	F
58/07/12	\$103,067	F
06/18/46	\$151,786	F
07/23/66	\$68,228	M
03/24/55	\$126,090	M
01/19/82	\$56,609	F
02/21/57	\$106,782	M
12/10/54	\$143,735	F
07/31/53	\$179,633	M
02/09/57	\$134,718	M
10/02/59	\$87,550	F
10/13/67	\$83,703	M
10/05/82	\$61,939	M
03/11/58	\$79,236	F
03/11/66	\$66,000	F
11/17/55	\$96,492	F
01/16/55	\$115,734	M
11/02/76	\$106,192	M
07/09/60	\$99,222	M
03/21/64	\$143,491	F
12/04/55	\$225,500	F
02/12/50	\$67,879	F
10/17/55	\$141,330	M
12/28/53	\$96,676	M
12/25/59	\$162,343	F
12/14/50	\$109,402	F
08/12/48	\$84,561	F
06/03/53	\$116,784	M
05/19/42	\$153,772	M
05/25/82	\$31,200	M
09/23/68	\$100,000	F
11/05/58	\$146,576	M
03/26/68	\$176,431	M
09/14/53	\$67,336	F
09/13/60	\$188,674	F
10/26/64	\$69,387	M
12/24/53	\$66,340	M
01/17/83	\$55,110	M
04/03/47	\$65,692	F
08/15/61	\$87,000	F
11/05/59	\$123,760	M
10/20/81	\$44,894	M
11/07/56	\$76,680	M
01/25/57	\$103,625	M
06/25/47	\$159,573	M
04/19/55	\$165,542	F
05/07/54	\$85,112	M
10/08/58	\$181,640	M
04/24/71	\$61,677	F
03/20/63	\$143,722	F

Date of Birth	Salary	Gender
12/23/53	\$118,604	M
10/29/57	\$90,477	M
01/11/63	\$134,784	M
07/11/57	\$131,792	M
07/01/56	\$125,892	M
07/26/49	\$241,500	M
11/12/54	\$128,193	M
08/27/54	\$159,301	M
02/08/46	\$104,979	M
04/06/65	\$142,096	M
06/24/53	\$172,121	M
12/29/55	\$186,990	M
09/08/79	\$56,071	F
11/27/81	\$44,928	M
01/11/67	\$107,795	F
03/02/60	\$141,771	M
04/17/55	\$119,794	M
09/06/56	\$78,645	M
08/14/58	\$148,293	F
01/16/58	\$171,752	M
11/02/61	\$136,382	F
08/08/54	\$149,028	M
03/04/57	\$194,876	M
03/13/84	\$51,958	M
05/18/64	\$88,470	M
10/16/63	\$104,416	F
07/09/55	\$159,600	F
01/01/83	\$51,958	M
11/30/62	\$132,194	F
09/04/48	\$183,501	M
11/19/58	\$136,500	F
01/05/43	\$133,343	M
04/19/63	\$141,751	F
06/09/49	\$151,507	M
05/03/69	\$83,210	F
02/02/51	\$115,296	M
09/19/46	\$120,659	F
08/09/43	\$75,081	F
11/01/66	\$130,000	M
11/14/77	\$76,767	M
12/16/57	\$69,987	F
10/17/60	\$131,175	M
04/25/51	\$140,058	M
02/18/61	\$192,218	F
07/17/84	\$48,798	M
02/18/55	\$129,224	M
05/02/64	\$241,933	M
05/10/61	\$84,207	M
10/23/64	\$150,964	F
11/21/83	\$55,164	F

Date of Birth	Salary	Gender
07/08/49	\$72,626	F
05/28/49	\$82,889	F
09/03/53	\$71,459	M
11/17/85	\$55,318	F
10/18/61	\$127,050	M
04/19/54	\$130,322	M
01/08/52	\$170,000	F
12/01/55	\$165,807	M
06/26/53	\$124,223	M
09/01/62	\$163,691	F
03/09/68	\$82,346	F
01/04/60	\$119,220	M
02/10/44	\$133,529	F
08/13/76	\$46,725	F
02/17/70	\$54,638	M
03/10/62	\$151,700	M
11/06/60	\$128,142	M
04/10/53	\$78,339	M
02/25/58	\$76,728	M
03/02/60	\$209,070	F
01/16/61	\$139,299	M
06/21/56	\$167,491	F
09/28/53	\$106,804	M
06/16/60	\$93,560	F
03/04/53	\$115,616	M
06/27/62	\$196,743	M
09/02/54	\$187,975	M
07/08/48	\$104,821	M
12/17/57	\$123,510	M
04/03/80	\$87,000	F
09/19/51	\$131,175	M
09/22/58	\$103,095	M
10/09/59	\$56,585	F
04/21/54	\$130,696	M
04/03/65	\$144,560	M
09/27/71	\$80,320	F
12/22/46	\$125,203	M
01/29/86	\$55,318	M
10/03/62	\$43,106	F
07/30/56	\$155,096	M
03/13/55	\$132,234	M
04/23/52	\$113,015	M
01/16/55	\$138,375	F
11/03/54	\$137,807	F
10/16/58	\$152,376	F
02/14/85	\$49,762	F
09/16/59	\$70,058	F
09/08/80	\$60,764	M
08/31/66	\$126,518	F
06/06/52	\$184,463	M

Date of Birth	Salary	Gender
07/11/77	\$63,000	F
01/02/53	\$209,432	M
07/11/84	\$54,108	M
09/16/57	\$151,244	M
06/14/32	\$163,559	M
01/10/67	\$113,946	M
04/27/56	\$80,080	F
03/22/61	\$98,280	F
12/17/63	\$193,802	M
03/25/58	\$130,461	M
07/28/83	\$51,958	M
02/07/66	\$119,764	M
12/09/57	\$112,071	M
07/13/54	\$90,439	M
07/17/59	\$64,036	M
07/27/70	\$72,581	M
06/05/48	\$91,058	M
04/15/52	\$110,733	M
04/17/41	\$192,037	F
06/11/77	\$112,578	M
06/28/57	\$58,575	F
06/01/55	\$151,050	M
02/09/58	\$118,292	F
08/22/56	\$152,976	F
02/16/75	\$67,859	F
04/12/59	\$75,286	M
03/06/49	\$169,058	M
02/25/58	\$100,000	F
05/01/59	\$91,880	F
12/25/61	\$85,200	F
11/16/50	\$119,231	M
02/08/45	\$85,030	M
11/16/46	\$108,135	M
01/03/59	\$122,765	M
10/06/45	\$128,567	M
11/06/53	\$143,639	M
10/31/51	\$181,078	F
01/27/48	\$109,795	M
02/10/58	\$151,474	F
07/31/54	\$145,703	M
06/12/51	\$96,852	M
02/27/66	\$101,157	F
09/23/60	\$178,340	M
10/29/52	\$191,274	F
08/23/86	\$32,763	M
04/17/54	\$217,360	M
11/08/67	\$141,075	M
08/04/62	\$60,000	F
12/26/61	\$168,851	M
01/31/55	\$114,944	M

Date of Birth	Salary	Gender
06/15/63	\$87,292	M
01/11/71	\$51,958	M
07/30/55	\$119,677	F
02/01/72	\$62,000	M
01/09/56	\$156,430	M
04/10/48	\$119,044	M
02/16/51	\$147,278	F
10/21/56	\$82,651	M
02/05/52	\$131,175	F
11/12/83	\$49,763	M
10/03/55	\$153,000	M
04/15/51	\$180,266	M
05/13/53	\$117,249	F
10/07/82	\$52,027	F
07/25/67	\$92,461	M
06/11/57	\$108,891	F
09/13/52	\$82,633	F
04/21/50	\$94,781	F
10/07/63	\$96,144	M
01/17/73	\$164,159	M
12/04/65	\$63,487	F
02/01/59	\$60,733	F
04/16/59	\$84,898	M
07/31/57	\$143,639	F
08/29/47	\$143,639	M
02/08/53	\$142,550	M
04/17/53	\$131,175	M
12/24/53	\$119,794	M
09/14/47	\$99,421	M
09/07/80	\$66,044	F
01/14/46	\$59,756	F
01/01/55	\$121,313	M
08/03/56	\$127,341	M
08/06/61	\$131,626	M
06/08/54	\$113,534	M
05/13/59	\$169,638	M
05/25/46	\$137,800	M
02/13/68	\$114,389	M
07/29/56	\$107,182	F
06/26/44	\$62,468	F
07/28/53	\$133,520	M
09/25/49	\$152,750	F
01/23/62	\$108,698	F
03/06/57	\$161,843	M
04/27/63	\$40,625	F
03/06/52	\$134,276	M
02/03/47	\$77,399	F
03/08/56	\$169,089	F
03/29/63	\$107,000	M
05/10/65	\$105,832	M

Date of Birth	Salary	Gender
11/23/77	\$88,580	M
10/18/56	\$87,095	F
05/12/58	\$142,453	F
08/11/59	\$100,662	M
12/23/54	\$142,530	M
09/24/47	\$47,712	M
01/15/62	\$78,281	M
06/20/50	\$101,177	F
02/11/57	\$165,653	M
09/05/70	\$135,200	F
09/28/68	\$97,650	M
05/26/52	\$76,769	M
09/24/51	\$145,100	M
08/17/54	\$114,119	F
11/10/62	\$64,314	M
10/02/55	\$118,552	F
04/02/60	\$79,413	M
07/03/46	\$113,000	M
12/14/44	\$189,973	M
12/31/55	\$85,392	F
01/21/60	\$104,872	M
09/30/47	\$131,175	M
01/23/50	\$145,243	M
06/13/50	\$131,520	F
08/26/80	\$46,500	F
09/23/56	\$170,233	M
01/25/66	\$129,304	M
04/17/64	\$90,071	F
09/27/56	\$139,646	M
02/17/59	\$100,050	M
09/06/61	\$128,489	F
09/26/56	\$55,990	F
08/14/53	\$159,723	M
05/11/85	\$55,318	M
07/17/52	\$97,403	M
06/03/53	\$130,843	M
03/05/68	\$90,693	M
10/02/58	\$169,638	M
08/01/57	\$55,789	F
05/31/56	\$72,970	M
11/03/51	\$143,639	M
02/28/63	\$89,950	M
10/06/60	\$143,570	M
04/28/42	\$126,038	M
11/09/64	\$118,745	M
06/07/63	\$111,786	M
11/19/76	\$78,641	F
10/05/84	\$44,894	M
11/08/62	\$107,253	M
09/08/52	\$102,502	F

Date of Birth	Salary	Gender
01/31/58	\$127,309	M
04/20/50	\$100,653	F
09/18/57	\$94,513	M
11/17/55	\$141,278	M
01/09/56	\$137,225	M
04/08/80	\$127,386	M
06/10/84	\$52,374	F
08/06/63	\$114,292	M
12/20/46	\$163,265	M
04/11/56	\$112,135	M
12/26/68	\$151,424	F
08/26/63	\$143,900	M
04/02/43	\$119,195	M
07/29/62	\$157,823	M
10/14/46	\$94,383	M
10/03/50	\$108,190	M
12/10/45	\$110,032	F
12/24/49	\$192,534	M
04/18/61	\$127,691	M
06/28/61	\$138,092	F
11/12/57	\$107,052	M
01/06/85	\$49,920	M
05/06/61	\$123,678	F
10/07/53	\$201,986	M
12/07/58	\$79,618	F
07/25/46	\$130,629	M
02/10/61	\$123,600	M
11/08/54	\$135,429	M
12/19/68	\$215,000	M
08/03/85	\$52,374	M
01/22/51	\$154,918	M
06/18/65	\$120,278	F
08/12/85	\$48,173	M
04/14/54	\$225,000	M
05/06/50	\$143,639	M
10/24/67	\$55,000	M
08/21/62	\$120,123	M
12/17/52	\$120,294	M
01/06/50	\$145,855	M
02/18/74	\$33,582	M
07/26/42	\$103,694	M
05/20/61	\$160,425	M
05/27/51	\$141,275	M
02/02/49	\$60,770	F
02/08/58	\$90,811	M
06/04/57	\$63,130	F
05/15/79	\$44,928	M
12/05/63	\$240,000	M
10/09/60	\$112,708	M
09/05/58	\$141,051	F

Date of Birth	Salary	Gender
05/10/54	\$113,027	F
06/09/60	\$99,687	M
02/02/63	\$106,249	F
07/14/53	\$143,639	M
03/11/49	\$130,756	F
09/15/79	\$47,477	F
04/12/56	\$180,250	F
10/11/52	\$107,706	M
02/06/47	\$154,299	M
08/15/83	\$41,600	M
10/28/50	\$101,286	M
11/21/67	\$90,000	F
09/01/83	\$62,535	F
03/15/78	\$61,939	F
05/22/48	\$95,000	M
09/15/43	\$180,591	M
07/11/52	\$102,000	M
06/06/51	\$94,477	F
03/21/80	\$46,500	M
05/26/78	\$90,000	M
03/08/83	\$54,108	F
01/18/83	\$58,827	M
05/24/57	\$130,743	M
08/24/66	\$148,573	F
03/25/45	\$114,296	M
11/04/56	\$110,930	F
06/06/49	\$124,609	M
01/06/83	\$41,600	M
06/02/49	\$150,555	F
05/12/49	\$139,603	M
03/05/55	\$141,800	M
10/27/55	\$140,728	M
09/13/87	\$34,449	F
01/16/42	\$117,969	M
03/02/56	\$119,580	M
05/07/56	\$112,486	M
03/18/78	\$83,599	F
10/09/63	\$143,532	M
07/16/50	\$172,429	M
05/06/63	\$150,748	M
07/14/60	\$99,409	M
12/18/62	\$53,388	F
09/30/59	\$92,326	F
10/01/48	\$102,261	M
04/16/59	\$68,275	F
07/01/65	\$55,148	F
07/21/45	\$93,994	F
04/18/81	\$54,638	M
01/13/47	\$86,000	M
11/07/66	\$141,075	F

Date of Birth	Salary	Gender
10/12/57	\$158,137	F
04/30/60	\$112,073	F
04/02/44	\$102,538	M
05/15/60	\$125,491	M
09/02/56	\$125,933	M
08/08/59	\$125,129	M
02/09/57	\$149,296	M
08/12/63	\$82,908	M
03/06/49	\$141,750	M
03/26/54	\$202,365	M
03/22/64	\$122,259	M
01/04/47	\$106,940	M
04/04/80	\$47,433	M
05/11/53	\$131,126	F
07/04/47	\$174,732	F
03/16/59	\$135,000	F
12/03/46	\$125,783	F
01/31/50	\$155,471	M
10/06/76	\$62,310	F
08/03/52	\$104,811	M
05/28/62	\$106,737	M
05/08/65	\$109,303	F
07/06/79	\$66,481	M
10/30/52	\$126,216	M
02/26/60	\$137,039	M
01/16/68	\$132,181	F
07/02/66	\$115,500	M
09/10/61	\$117,041	M
11/22/46	\$137,114	M
03/22/64	\$61,132	F
10/19/48	\$111,229	M
01/05/72	\$42,422	F
03/19/82	\$49,034	M
11/11/54	\$141,800	M
07/20/48	\$66,812	M
08/01/67	\$110,794	M
05/24/66	\$63,337	M
01/09/81	\$50,617	M
05/14/51	\$143,639	F
03/13/50	\$113,300	M
06/07/85	\$49,920	F
07/23/51	\$158,500	M
05/06/53	\$101,115	M
02/04/54	\$107,100	F
07/11/72	\$113,017	F
03/06/54	\$163,957	M
01/24/59	\$98,608	F
12/26/42	\$98,943	M
08/16/60	\$154,831	M
07/18/61	\$88,039	M

Date of Birth	Salary	Gender
09/30/51	\$131,175	M
02/10/59	\$105,742	M
01/15/70	\$83,274	M
06/03/56	\$127,621	F
08/29/62	\$141,598	F
10/20/60	\$179,126	M
08/26/55	\$150,358	F
09/17/64	\$168,776	M
10/13/58	\$131,175	M
12/11/80	\$46,500	M
08/19/59	\$56,308	M
02/03/82	\$47,174	F
03/10/58	\$103,006	F
09/14/82	\$55,318	M
09/07/66	\$86,925	F
06/28/51	\$112,742	F
10/16/63	\$50,669	F
10/14/70	\$71,042	F
02/08/63	\$132,147	M
05/01/60	\$133,745	F
11/02/69	\$132,232	M
08/30/62	\$118,459	M
02/07/65	\$66,878	F
08/11/80	\$53,288	M
04/29/65	\$113,884	M
09/21/66	\$107,765	M
01/11/62	\$57,231	F
06/29/79	\$51,667	M
09/28/64	\$114,400	M
01/09/51	\$135,888	M
08/21/52	\$71,223	M
11/05/76	\$36,598	F
07/26/54	\$111,067	M
11/15/62	\$77,105	M
03/07/61	\$87,766	M
12/13/49	\$125,455	M
02/19/66	\$86,320	M
06/21/62	\$102,358	M
10/04/56	\$120,505	M
01/12/74	\$89,218	F
10/15/75	\$88,060	M
01/31/60	\$108,595	M
09/21/70	\$76,547	M
10/15/59	\$124,576	M
12/09/60	\$164,500	M
09/19/51	\$99,159	M
08/13/80	\$57,108	M
05/27/59	\$107,087	F
11/12/62	\$83,133	F
09/26/60	\$124,363	M

Date of Birth	Salary	Gender
12/20/67	\$73,109	F
04/15/81	\$46,076	F
11/12/55	\$89,060	M
12/29/62	\$126,223	F
05/29/52	\$85,153	M
09/09/83	\$50,618	F
04/15/52	\$59,526	F
11/29/54	\$143,557	M
11/13/60	\$77,791	M
07/10/59	\$76,348	M
08/18/52	\$132,046	M
06/22/67	\$68,320	M
12/12/53	\$132,041	F
11/24/54	\$163,705	M
02/08/82	\$49,920	M
09/07/43	\$85,905	M
02/28/65	\$114,885	F
12/07/81	\$47,477	M
05/20/60	\$110,491	M
03/08/55	\$91,551	F
03/26/46	\$182,090	M
12/07/50	\$103,458	M
09/09/56	\$143,568	M
02/19/55	\$136,298	M
07/27/51	\$101,330	M
12/10/63	\$124,356	F
12/22/82	\$50,397	M
11/03/80	\$61,939	F
10/31/50	\$148,372	M
07/28/63	\$83,415	F
07/01/65	\$89,000	F
12/04/57	\$110,382	M
10/28/58	\$108,108	F
05/15/47	\$82,984	F
07/23/56	\$150,089	F
01/22/59	\$129,062	M
07/15/84	\$48,173	F
02/09/65	\$170,000	M
06/05/84	\$48,173	M
02/28/47	\$198,476	M
06/10/84	\$46,320	F
04/09/54	\$132,007	F
03/28/53	\$148,000	F
02/26/52	\$143,639	M
10/26/58	\$111,665	M
11/05/59	\$81,570	F
10/16/85	\$39,520	M
12/15/60	\$249,165	M
03/29/79	\$96,000	F
02/12/84	\$41,600	M

Date of Birth	Salary	Gender
05/06/55	\$120,243	F
05/15/73	\$71,889	F
09/17/55	\$221,100	M
02/20/45	\$97,078	F
04/17/55	\$166,334	M
12/07/53	\$43,647	F
06/19/64	\$116,768	F
07/10/56	\$188,027	F
06/26/48	\$103,296	M
09/18/70	\$146,718	M
10/27/47	\$183,742	M
02/03/61	\$90,233	F
06/07/48	\$67,765	F
03/08/77	\$88,583	F
01/31/64	\$207,764	F
04/01/60	\$101,960	F
01/16/44	\$58,109	F
03/21/58	\$90,096	M
08/24/50	\$64,304	F
02/11/84	\$46,259	M
02/10/55	\$121,582	M
07/23/75	\$96,000	F
03/08/49	\$116,967	M
10/07/39	\$158,500	M
06/30/58	\$155,295	M
02/27/61	\$110,843	M
06/03/82	\$62,072	M
09/21/58	\$154,293	M
07/07/48	\$105,226	M
10/25/84	\$42,000	M
10/03/56	\$131,175	F
07/26/50	\$169,400	F
01/20/60	\$90,438	M
11/08/53	\$110,378	F
02/19/82	\$49,762	M
07/21/59	\$113,095	M
05/15/59	\$147,000	M
08/14/85	\$48,173	M
01/26/65	\$94,014	F
02/18/60	\$54,233	F
10/22/51	\$203,840	M
01/14/49	\$130,192	M
01/24/63	\$101,909	F
02/17/49	\$107,265	M
01/24/53	\$108,370	M
03/07/58	\$104,439	F
03/08/83	\$61,939	M
06/21/58	\$186,850	M
03/20/57	\$92,790	M
01/12/52	\$181,981	M

Date of Birth	Salary	Gender
03/04/52	\$94,417	M
07/09/62	\$130,638	F
12/09/77	\$92,400	M
08/30/66	\$89,397	M
11/13/68	\$56,000	F
12/07/50	\$94,500	M
12/26/55	\$182,473	M
01/30/54	\$162,393	M
10/01/62	\$171,600	M
08/27/51	\$146,394	M
07/28/59	\$135,850	M
02/17/83	\$49,034	M
10/24/81	\$51,700	F
06/08/45	\$232,755	M
04/30/64	\$160,203	M
07/19/36	\$241,233	M
08/01/56	\$135,435	F
05/03/52	\$73,143	F
10/21/60	\$76,144	F
09/17/78	\$82,160	F
08/19/52	\$80,177	M
11/12/71	\$80,000	M
04/15/75	\$53,031	F
04/14/52	\$120,000	F
03/30/83	\$58,687	F
12/05/51	\$160,871	M
01/12/62	\$136,500	M
03/30/54	\$106,617	M
01/13/54	\$137,621	M
10/23/85	\$53,280	M
04/21/42	\$87,871	F
07/03/56	\$89,340	M
07/27/63	\$123,374	M
05/30/49	\$93,895	F
12/28/48	\$130,177	M
07/27/50	\$97,429	M
10/01/66	\$139,127	M
12/08/45	\$123,600	M
05/24/60	\$164,549	M
06/01/43	\$67,914	M
12/04/59	\$146,515	F
05/16/59	\$165,148	M
11/03/57	\$126,505	M
02/14/55	\$105,896	M
07/08/61	\$100,035	M
10/20/54	\$102,960	F
01/05/63	\$163,212	M
03/27/74	\$60,044	F
04/22/51	\$86,092	F
01/11/40	\$108,117	M

Date of Birth	Salary	Gender
10/12/54	\$102,229	F
03/19/55	\$149,289	M
06/29/48	\$129,018	M
10/15/60	\$202,000	F
11/07/84	\$52,374	M
03/23/58	\$114,979	M
07/19/78	\$72,583	M
11/30/77	\$60,773	M
07/23/53	\$87,768	M
11/08/58	\$106,681	F
01/31/63	\$110,156	M
12/13/47	\$225,500	M
07/21/49	\$137,726	M
05/05/48	\$160,548	M
12/30/58	\$154,226	F
08/07/54	\$91,212	M
05/18/83	\$41,600	M
03/16/53	\$148,954	F
11/19/80	\$60,742	M
10/28/48	\$123,423	M
03/04/86	\$31,200	M
12/28/62	\$77,339	M
06/15/59	\$179,273	M
08/21/68	\$85,000	M
11/18/65	\$86,531	F
11/12/51	\$127,017	M
08/02/59	\$139,410	M
01/27/49	\$161,015	M
12/07/46	\$132,223	M
01/08/54	\$199,057	M
10/15/74	\$94,212	F
04/13/53	\$143,639	M
08/11/59	\$150,579	M
05/30/62	\$122,480	F
03/17/50	\$145,561	F
08/13/83	\$52,027	M
11/08/63	\$125,130	M
06/13/69	\$98,627	F
11/10/48	\$82,782	F
04/06/60	\$218,846	F
06/26/56	\$171,272	M
01/03/54	\$83,885	M
09/15/54	\$101,670	M
09/03/57	\$45,382	F
02/07/66	\$145,000	M
07/08/51	\$115,201	M
12/19/46	\$92,367	M
04/11/59	\$140,608	F
09/07/81	\$59,392	F
03/01/85	\$31,200	M

Date of Birth	Salary	Gender
10/05/58	\$47,000	F
01/24/60	\$136,133	M
09/17/84	\$41,600	M
11/14/49	\$131,175	M
04/13/73	\$145,600	F
06/12/51	\$93,899	M
08/26/54	\$139,927	M
11/09/49	\$95,337	F
02/20/49	\$131,175	M
02/21/54	\$175,380	M
07/17/55	\$118,962	F
01/08/60	\$78,879	F
07/17/48	\$89,328	M
08/02/69	\$104,476	M
05/19/72	\$80,975	F
04/09/64	\$53,000	F
10/11/84	\$48,173	M
03/26/53	\$119,361	M
12/16/64	\$115,955	M
05/31/49	\$100,135	M
11/10/56	\$130,371	M
09/19/54	\$71,125	F
09/28/45	\$78,706	M
02/17/82	\$44,429	M
02/07/50	\$55,278	F
11/08/54	\$195,685	M
11/19/53	\$92,509	F
01/07/60	\$120,055	M
10/05/64	\$64,915	M
07/01/58	\$131,175	M
05/28/46	\$158,100	M
12/26/58	\$76,496	F
04/22/56	\$165,975	M
04/18/61	\$145,000	F
04/20/49	\$119,794	M
09/11/78	\$100,112	F
01/26/51	\$151,457	M
06/19/84	\$52,612	F
04/26/56	\$122,449	M
09/18/55	\$103,477	M
08/02/55	\$167,685	M
05/14/64	\$145,788	F
09/02/85	\$49,920	F
07/30/85	\$50,400	F
06/02/68	\$120,000	M
06/23/52	\$104,900	M
12/17/59	\$190,732	M
07/21/78	\$59,392	F
12/06/83	\$54,108	F
05/08/56	\$111,621	M

Date of Birth	Salary	Gender
06/01/80	\$46,320	F
05/17/84	\$44,928	M
09/01/51	\$168,173	M
07/29/60	\$104,500	M
08/01/65	\$197,117	M
02/05/65	\$126,820	M
03/21/74	\$77,421	M
06/14/57	\$121,179	M
08/27/45	\$96,554	M
05/09/53	\$191,906	M
05/20/51	\$130,849	M
07/25/54	\$98,000	M
07/23/63	\$131,163	F
03/31/58	\$139,701	M
11/12/45	\$90,628	M
03/11/64	\$143,378	F
11/22/53	\$126,875	M
10/27/49	\$55,107	F
05/11/65	\$50,416	F
08/25/62	\$76,060	F
05/21/65	\$78,801	F
10/03/60	\$244,934	M
09/12/62	\$192,898	M
10/29/61	\$81,345	F
11/20/57	\$45,748	F
07/13/48	\$110,000	M
05/26/63	\$154,918	M
02/01/55	\$43,883	M
01/10/60	\$89,781	M
04/28/85	\$55,318	M
01/27/47	\$64,401	M
11/10/58	\$100,653	M
08/22/56	\$65,499	F
11/14/65	\$59,252	F
01/30/55	\$110,993	F
09/10/59	\$108,778	M
11/11/61	\$97,234	F
11/21/58	\$98,973	M
10/15/67	\$74,188	F
12/08/58	\$178,841	F
04/17/56	\$75,507	M
09/15/48	\$126,605	M
12/29/48	\$95,109	M
10/04/83	\$55,318	M
12/30/81	\$49,920	M
03/13/65	\$110,553	M
03/27/57	\$180,088	F
05/18/58	\$157,000	M
12/14/52	\$130,627	M
06/30/49	\$156,750	F

Date of Birth	Salary	Gender
09/29/54	\$64,832	F
07/27/53	\$119,794	M
03/29/50	\$90,891	M
12/01/49	\$131,175	M
10/18/59	\$197,116	M
09/01/57	\$184,600	M
03/01/56	\$103,560	F
08/07/50	\$121,903	M
11/27/64	\$128,775	M
03/10/65	\$110,971	M
01/18/49	\$171,590	M
06/30/59	\$99,066	F
08/03/61	\$108,808	F
11/15/66	\$53,820	F
11/12/67	\$122,991	F
05/31/66	\$205,020	F
01/30/69	\$115,000	F
01/26/84	\$68,403	F
10/13/44	\$138,534	M
10/09/50	\$99,891	M
04/18/81	\$58,827	M
12/22/53	\$104,059	M
04/12/66	\$70,000	F
08/11/84	\$49,920	M
03/10/66	\$103,806	M
09/04/54	\$181,368	M
05/06/62	\$88,730	M

Active Long Term Disability Claims History

Date of Birth	Gender	Date of Disability	Reserves
August 1955	Female	March 2002	\$112,531
March 1957	Male	September 2002	\$279,453
July 1946	Male	October 1999	\$7,183
May 1948	Female	June 1998	\$51,988
May 1951	Female	August 1998	\$65,487
September 1952	Male	October 1998	\$17,174
April 1950	Female	March 1997	\$11,025
April 1955	Female	November 1997	\$43,595
November 1945	Female	March 1996	\$45,486

ADDITIONAL PROVISIONS/TERMS AND CONDITIONS

A.2 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984

A.3 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:

The technical evaluation factors are listed in descending order of importance. Organizational Capabilities and Facilities, Support Administrative Systems, and Past Performance are deemed more important than price.

(1) TECHNICAL CAPABILITIES

Factor 1: Organizational Capabilities and Facilities. This factor will be used to assess the offeror's ability to administer and underwrite OTS's long-term disability plan as defined in the Statement of Work and sample plan (Attachment A of this solicitation). Further, the quality of offeror's home office and its location and facilities will also be evaluated. The evaluation will also focus on the offeror's plan for effective customer service and relations, i.e., type of claims personnel, prompt and accurate claim payment; and complete explanation of rejected claims. Overall, the evaluation will assess the offeror's understanding of the administrative and operational requirements associated with underwriting the OTS's long-term disability plan.

Factor 2: Supporting Administrative Systems. This factor will be used to assess the effectiveness, operability, and efficiency of all proposed systems (automated and non-automated) to accommodate specific plan requirements. The quality of the systems to be employed in the functional areas below are illustrative of the scope of this factor: a) Bill and collect premiums; b) Effectively and efficiently pays out claims; c) Provide periodic reporting and accounting of financial results of the plan; and d) Ensure security and confidentiality of employee data.

Factor 3: Past Performance. This factor will evaluate the demonstrated experience of offeror as a carrier in the operation of a long-term disability plan similar in type and size to the OTS's plan. It will also assess the offeror's references as it relates to quality of its performance (past/present) in the operation of an LTD plan as well as the delivery of those services. Offerors must provide the client's name, its contact, telephone number, etc. At least three (3) client references must be provided.

Evaluation of the past performance information will be a subjective assessment based on consideration of all relevant facts and circumstances obtained by the OTS from any source/client. For this element, the OTS may check as many references as it deems appropriate, less weight. Firms without any past performance will be treated neutrally and only the past performance of key personnel will be evaluated.

(b). PRICE EVALUATION CRITERIA

The offeror's firm fixed price, based on fixed "unit rate(s)" proposed for each year of the contract will be evaluated for fairness, reasonableness and appropriateness. The offeror's entire life-cycle price will be evaluated as a part of this process.

Offerors whose proposed rate(s) are judged significantly higher or lower than expected, based on historical data and/or Government's estimate, could be determined to be a higher risk.

(c) RISK ASSESMENT (Non-Cost)

Risk assessments consider each offeror's likelihood of success in performing the requirements of this solicitation. Risk issues count against an offeror's proposal due to such factors as: unknowns, weaknesses, areas of little or no relevant experience and/or business uncertainty, i.e., pending corporate acquisition, merger, organizational or leadership changes, business volume drop-off, program or contract termination, etc. Included as a part of each offeror's non-cost rating will be a risk assessment rating (High, Moderate or Low). These are defined as:

-HIGH: Likely to cause significant serious disruption of schedule, increase in price or degradation of performance even with special contractor emphasis and close Government monitoring.

-MODERATE: Could cause some disruption of schedule, increase in price, or degradation of performance. Special contractor emphasis and close Government monitoring may be able to overcome difficulties.

-LOW: Has little potential to cause disruption of schedule, increase in price or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.

(d) 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).

(e) 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.

(f) EVALUATION AND AWARD NEGOTIATED

Vendors should note that:

- (1) Between acceptable proposals with a significant difference in price, a determination will be made as to whether the additional technical merit or benefits of a higher priced proposal warrants payment of the additional price;
- (2) The Government's determination of the offeror's responsibility for award, as defined in FAR 9.104-1, including any special criteria identified in this solicitation will be considered;
- (3) THE GOVERNMENT MAY AWARD A CONTRACT ON THE BASIS OF INITIAL OFFERS *RECEIVED*, WITHOUT DISCUSSIONS. THEREFORE, EACH INITIAL OFFER SHOULD CONTAIN THE OFFEROR'S BEST TERMS, FROM A TECHNICAL AND PRICE STANDPOINT;
- (4) All certifications requested in the RFQ must be completely filled-out and deemed acceptable by the OTS for an offeror to be evaluated further in the technical and cost phase of this project. An offeror deemed unacceptable by the OTS at this phase may be removed from further consideration at OTS' discretion;
- (5) The award will be made to the offeror whose proposal contains the combination of factors offering the overall "best-value" to the Government.

(g) BASIS OF CONTRACT AWARD

Contract award will be made to the responsible offeror whose offer, conforming to this solicitation, is most advantageous to the Government. The technical evaluation factors, price and other factors considered, and it offers the "best-value" to the Government. The technical evaluation factors set forth above in this section are significantly more important than price in determining the winning proposal, however, price must be determined to be fair and reasonable to be eligible for contract award. Between proposals that are evaluated to be substantially technically equal, the lowest price to the Government will determine the best-value and therefore the major selection factor.

(h) RELATIVE IMPORTANCE OF EVALUATION CRITERIA

In determining which proposals offer the best value to the Government technical proposals are significantly more important than price proposals.

**A.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS
(MAY 2008)**

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

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

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

"Forced or indentured child labor" means all work or service--

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

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

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

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

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

"Veteran-owned small business concern" means a small business concern--

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

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

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

(i) General. The offeror represents that either--

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

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

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

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

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

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

(2) Affirmative Action Compliance. The offeror represents that--

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(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, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability.

Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror does does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

A.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2008)

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

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

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

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

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

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

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

(4) [Reserved]

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

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

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

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

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

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

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

(8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4).)

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

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

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

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

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

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

(12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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

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

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

(17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

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

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

(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

(ii) Alternate I (Aug 2007) of 52.222-50.

(25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b)

(27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(28) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

(29)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(31) 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).

(32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

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

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

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

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

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

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

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

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

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

A.6 52.213-2 INVOICES (APR 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

A.7 DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 CONTRACT TYPE

This is a firm, fixed-price type contract.

B.2 PERIOD OF PERFORMANCE

This contract will have a one-year base period and four one-year option periods.

B.3 CONTRACT LINE ITEM PRICING

The contractor shall perform all services as specified in the Statement of Work at these prices.

The total price for this contract, in the base year, is anticipated to be \$-- (based on covered payroll). The base year shall cover the period January 1, 2009 through December 31, 2009.

NOTE: The Unit Rate(s) for this contract are “fixed” for each year as specified below. Payments are to be based on the actual number of employees and the monthly payroll at the time of payment.

BASE PERIOD: January 1, 2009 through December 31, 2009	
Number of Employees	#
Monthly Covered Payroll	\$
Rate/\$100 of Covered Payroll	\$ CP
Monthly Premium	\$
OPTION YEAR 1: January 1, 2010 through December 31, 2010	
Number of Employees	#
Monthly Covered Payroll	\$
Rate/\$100 of Covered Payroll	\$ CP
Monthly Premium	\$
OPTION YEAR 2: January 1, 2011 through December 31, 2011	
Number of Employees	#
Monthly Covered Payroll	\$
Rate/\$100 of Covered Payroll	\$ CP
Monthly Premium	\$
OPTION YEAR 3: January 1, 2012 through December 31, 2012	
Number of Employees	#
Monthly Covered Payroll	\$
Rate/\$100 of Covered Payroll	\$ CP
Monthly Premium	\$

OPTION YEAR 4: January 1, 2013 through December 31, 2013

Number of Employees	#
Monthly Covered Payroll	\$
Rate/\$100 of Covered Payroll	<u>\$ CP</u>
Monthly Premium	\$