

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE OF 1 45	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER BPD-CSB-08-CI-0003		6. SOLICITATION ISSUE DATE 09/19/2008
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME ALAN DOTSON			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 09/26/2008 1000 ET
9. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: Alan Dotson (304) 480-7206 Parkersburg WV 26101				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS NAICS: 541820 SIZE STANDARD: \$6.50 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO		16. ADMINISTERED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Parkersburg WV 26101		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		17. RATING	
17a. CONTRACTOR/ OFFEROR		18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Public Affairs Support and Video Production  This is a combined synopsis/solicitation for commercial items prepared in accordance with FAR 12.6. This announcement constitutes the only solicitation and proposals are being requested. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-26. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<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.				<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This action is set-aside 100% for Small Business. An offeror must be actively registered in the Central Contractor Registration (CCR) as a small business at the time of award to accept an award.</p> <p>The government intends to award an Indefinite Delivery Indefinite Quantity (IDIQ) contract with firm fixed hourly rates on a best value basis resulting from this solicitation. The government intends to make an award without negotiations but reserves the right to conduct negotiations should the need arise.</p> <p>This solicitation will result in the award of an IDIQ contract. Individual task orders will be issued for work as required in accordance with the plan outlined in the Performance Work Statement (PWS).</p> <p>The usages listed on the pricing sheet are estimates and will be used to calculate the offeror's total evaluated price. The actual usage will be based on the award of task orders and may vary depending on the actual needs of the CSB. An offeror is free to propose their own labor categories. Proposals using different labor categories will be adjusted to be as near to the pricing sheet as possible to allow for Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED

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	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<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 ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )		
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
BPD-CSB-08-CI-0003

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	fair comparison. Failure to complete the pricing table on page 4, as formatted, may be determined non-responsive.				
0001	Base Year: September 29, 2008 - August 31, 2009 Public Affairs Support and Video Production				
0002	Option Year 1: September 1, 2009 - August 31, 2010 Public Affairs Support and Video Production (Option Line Item)				
0003	Option Year 2: September 1, 2010 - August 31, 2011 Public Affairs Support and Video Production (Option Line Item)				
0004	Option Year 3: September 1, 2011 - August 31, 2012 Public Affairs Support and Video Production (Option Line Item)				
0005	Option Year 4: September 1, 2012 - August 31, 2013 Public Affairs Support and Video Production (Option Line Item)				

**PUBLIC AFFAIRS SUPPORT AND VIDEO PRODUCTION**

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
	9/29/08 - 8/31/09	9/1/09 - 8/31/10	9/1/10 - 8/31/11	9/1/11 - 8/31/12	9/1/12 - 8/31/13
PR Director - 2,080 Hours Per Year	\$ _____/hour \$ _____/year				
PR Assistant - 2,080 Hours Per Year	\$ _____/hour \$ _____/year				
Animation and Graphic Design - 1,500 Hours Per Year	\$ _____/hour \$ _____/year				
DVD Replication - 72,000 Replications Per Year	\$ _____/replication \$ _____/year				
DVD Mail/Shipping - 72,000 Shipments Per Year	\$ _____/shipment \$ _____/year				

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

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to be notified in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN only if required elsewhere in this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current,

accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

## **ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2007)**

### **52.204-9 Personal Identity Verification of Contractor Personnel. (SEP 2007)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system.

### **The Bureau of Public Debt Addendum to AB No. 05-12 R1 Contractor Personnel Security and Suitability Requirements**

Performance of this contract requires contractor personnel to have a Federal government-issued personal identification card before being allowed unsupervised access to a government facility and/or information system. The Contracting Officer's Technical Representative (COTR) will be the sponsoring official, and will make the arrangements for personal identity verification and card issuance.

At least two weeks before start of contract performance, the Contractor will identify all contractor and subcontractor personnel who will require physical and/or logical access for performance of work under this contract. The Contractor must make their personnel available at the place and time specified by the COTR in order to initiate screening and background investigations. The following forms, or their equivalent, will be used to initiate the credentialing process:

- OPM Standard Form 85 or 85P (fillable forms available at <http://www.opm.gov/forms/html/sf.asp>)
- OF 306 (fillable forms available at <http://www.opm.gov/forms/html/of.asp>)
- I-9 Form, Documents Utilized in Identity Proofing at <http://www.uscis.gov/files/form/i-9.pdf>
- Fingerprint card
- Release to Obtain Credit Information
- Personal Identity Verification (PIV) card application

Contractor employees are required to give, and to authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the contractor personnel being screened or investigated in person, by telephone or in writing, and the Contractor agrees to make them available for such contact.

Alternatively, if an individual has already been credentialed by another agency through OPM, and that credential has not yet expired, further investigation may not be necessary. Provide the COTR with documentation that supports the individual's status.

During performance of the contract, the Contractor will keep the COTR apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the COTR and Issuing Office within 18 hours. Replacement will be at the contractor's expense. If reissuance of expired credentials is needed, it will be coordinated through the COTR.

At the end of contract performance, or when a contractor employee is no longer working under this contract, the Contractor will ensure that all identification cards are returned to the COTR. If the Contractor does not return all identification cards the last payment may be withheld.

Before starting work under this contract, a National Agency Check (NAC) will be conducted to verify the identity of the individual applying for clearance. Upon successful completion of the NAC process, an identification card will be issued and access granted. Simultaneously, a NAC with Inquiries (NACI) will be initiated to determine the individual's suitability for the position. If the NACI adjudication is favorable, nothing more needs to be done. If the adjudication is unfavorable, the credentials will be revoked. In the event of a disagreement between the Contractor and the Government concerning the suitability of an individual to perform work under this contract, the Government shall have the right of final determination.

This requirement must be incorporated into any subcontracts that require subcontractor personnel to have regular and routine unsupervised physical access to a Federally controlled facility for six (6) months or more, or any unsupervised logical access to a Federally controlled information system.

**Physical Access:** Is the ability to enter a federally owned facility or federally leased space:

- If federal space is limited to a portion of a building then HSPD-12 applies only to that portion owned or leased by the federal government
- Physical access requirements do not apply to:
  - Contractors (permanent, intermittent, temporary, or seasonal), Guest researchers, and Volunteers needing access for less than six (6) months

**Logical Access:** Ability to access federal IT systems or databases – applies to everyone regardless of how long access is required and whether within a federal facility or by remote connectivity

Additional information regarding HSPD-12 can be located by clicking one of the following links:  
<http://csrc.nist.gov/piv-project> <http://arc.publicdebt.treas.gov/files/pdf/fsbpdapplicanttrainmodfinal.pdf>

#### **52.217-8 Option to Extend Services. (NOV 1999)**

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

#### **52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months. 66 months with the full use of 52.217-8, if required.

#### **1052.201-70 Contracting Officer's Technical Representative (COTR) Appointment and Authority. (APR 2004)**

(a) The COTR will be named at contract award.

(b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term technical direction includes, without limitation, direction to the

contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
- (2) constitutes a change as defined in the clause entitled Changes;
- (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five workdays, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled Disputes.

## **INVOICING PROCEDURE**

In accordance with 52.212-4 section (g) Invoice: Invoices shall be submitted electronically. Protected Microsoft Excel files are the preferred format; however, Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are also acceptable. The e-mail address will be provided at contact award.

In accordance with 52.212-4 section (i)5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT; If you send us a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means we will copy your check and use the account information on it to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will be shown on your regular account statement. You will not receive your original check back. We will destroy your original check, but we will keep the copy of it. If the EFT cannot be processed for technical reasons, you authorize us to process the copy in place of your original check.

## **PERFORMANCE EVALUATION**

This contract is subject to a performance evaluation. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at [www.ppirs.gov](http://www.ppirs.gov).

## **52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 1, 2008 through September 30, 2013.

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

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

#### **52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$500,000.00; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 business days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **52.216-20 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2013.

#### **CONTRACT TERM**

The solicitation will result in a contract with a period of performance that consists of a base year plus four consecutive one-year renewal options, which may be exercised unilaterally by the Government. The anticipated period of performance is as follows:

Base Year:	September 29, 2008 – August 31, 2009
Option Year 1:	September 1, 2009 – August 31, 2010
Option Year 2:	September 1, 2010 – August 31, 2011
Option Year 3:	September 1, 2011 – August 31, 2012
Option Year 4:	September 1, 2012 – August 31, 2013

The schedule for completion of work to be performed under this contract will be delineated in each task order issued under this contract.

#### **CONTRACT MINIMUM AND MAXIMUM**

- (a) The minimum amount the Government is obligated to order during the term of the contract is \$1,000.00
- (b) The maximum amount of the contract will be established at time of award.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items. (JUN 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: Contracting Officer check as appropriate.

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 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 (JUL 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 (JUN 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 (JUN 2003) (15 U.S.C. 644).

[ ](ii) Alternate I (OCT 1995) of 52.219-7.

[ ](iii) Alternate II (MAR 2004) of 52.219-7.

X (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.

X (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 (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[ ](ii) Alternate I (JUN 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).

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

- X (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- X (16) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- [ ](17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- X (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- X (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- X (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)).
- X (26) FAR 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.
- X (28) 52.225-1, Buy American Act - Supplies (JUN 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).
- X (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (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: (Contracting Officer check as appropriate.)

(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.).

<b>13061 - Media Specialist I</b>	<b>\$17.03/hour + 33%</b>	<b>WG 6, Step 2</b>
<b>13062 - Media Specialist II</b>	<b>\$19.05/hour + 33%</b>	<b>WG 6, Step 5</b>
<b>13063 - Media Specialist III</b>	<b>\$21.24/hour + 33%</b>	<b>WG 7, Step 5</b>

(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 (x) 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 (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 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.



## **PERFORMANCE WORK STATEMENT (PWS) PUBLIC AFFAIRS SUPPORT AND VIDEO PRODUCTION**

### **1. BACKGROUND**

The U.S. Chemical Safety Board (CSB) is an independent, non-regulatory, federal agency with the mission to investigate chemical accidents and recommend actions to prevent future accidents — protecting workers, the public, and the environment. The agency was authorized by Congress in the Clean Air Act Amendments of 1990 and was first funded in 1997.

Our independent, scientific investigations bolster efforts by government, industry, labor, and communities to prevent chemical accidents.

CSB's mission is accomplished through five strategic goals, outlined in the agency's Strategic Plan for fiscal years 2007-2012<sup>1</sup>:

- Select and complete accident investigations and recommend actions with a high potential for protecting workers, the public, and the environment
- Select and complete safety studies and recommend actions with a high potential for protecting workers, the public, and the environment
- Reduce the likelihood of similar accidents in the future by securing implementation of CSB safety recommendations
- Promote improved safety practices by broadly disseminating the findings, lessons, and recommendations from CSB investigations and studies
- Establish the CSB as a recognized world leader in accident investigation and prevention by continuing to improve our human capital and infrastructure

The CSB also conducts research, advises industry and labor on actions they should take to improve safety, and makes recommendations to local, state, and federal agencies such as the U.S. Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OSHA), the key federal entities regulating industries using chemicals.

### **2. OBJECTIVE**

The objective of this solicitation is to obtain the services of a Contractor who can supply video production services and public affairs/media services that are central to the accomplishment of the CSB's strategic goals. The video and public affairs contract plays an important role in promoting the agency's strategic goals by providing effective communication between the CSB and the public and other stakeholders.

### **3. SCOPE**

This contract will require a video production/public affairs firm to support the CSB's Office of Congressional, Public, and Board Affairs. This office plays an important role in the CSB's mission to prevent chemical accidents. Work will be performed at the Contractor's offices, the CSB's offices in Washington, DC, and at various locations throughout the United States on an as-needed basis. Approximately 75% of the total work effort takes place at the CSB offices in Washington, DC.

An important part of the Contractor's activities will revolve around the production of high quality chemical process safety videos. The CSB safety videos include computer animations, interviews from key experts, board members, and investigators. The contractor is required to have the appropriate staff in place to accomplish full production of the CSB's videos. The completion of the videos shall generally correspond with the release of the CSB's final

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<sup>1</sup> The CSB's strategic plan is available on the internet at [http://www.csb.gov/news\\_releases/docs/CSBStrategicPlan2007-2012](http://www.csb.gov/news_releases/docs/CSBStrategicPlan2007-2012).

investigation report. Example video's can be viewed at:  
[http://www.chemsafety.gov/index.cfm?folder=video\\_archive&page=index](http://www.chemsafety.gov/index.cfm?folder=video_archive&page=index)

#### 4. TASKS

Tasks 1-9 are activities that the Contractor must have the capability to perform. Specific tasks will be initiated as required through the issuance of task orders:

1. The Contractor shall provide video development, production, and distribution services for the CSB. Each video, typically 5-60 minutes in length, is based on the findings and recommendations of one or more CSB accident investigations or studies. Examples may be found at [Safetyvideos.gov](http://Safetyvideos.gov). Activities for this task include, but are not limited to:

- Developing a project plan, schedule, and budget for each video
- Developing video scripts based on CSB draft reports
- Identifying, licensing, and obtaining news footage, photographs, and other visual material
- Developing sophisticated, accurate, 3-D forensic computer animations depicting accidents, based on actual chemical plant layouts and designs
- Identifying and screening witnesses and experts to appear in videos
- Scheduling and preparation of interviews
- Studio rental
- Videotaping and transcribing of interviews
- Providing film crews, producers, and field teams in remote locations as needed to develop video elements
- Developing graphic designs, logos, and slides to be incorporated into videos
- Digital video editing, using the contractor's equipment and/or the CSB's Apple/Final Cut editing system
- Obtaining professional narration services
- Professional color and audio correction services
- Screening partial and complete video sequences for internal or external stakeholders and assimilating comments and changes
- DVD mastering and menu design
- Designing packaging and labeling for DVD's
- Encoding of videos for internet-based distribution
- DVD reproduction and distribution
  - The Contractor needs to have the capability to distribute approximately 72,000 safety videos annually to U.S. and international addresses using data from an online request system from [www.CSB.gov](http://www.CSB.gov).

At the outset of each video project, the Contractor shall develop, and submit an outline of the video (including approximate length, description of computer animation, key video elements and interviews), a project schedule, and a projected budget to the Contracting Officer's Technical Representative (COTR) as deliverables. The contractor would then be required to make revisions or corrections identified as necessary by the COTR's review of the deliverables. The project schedule should emphasize critical deadlines and points of interaction with agency personnel, to ensure that videos can be completed in tandem with investigation reports.

2. The Contractor shall prepare news releases, editorials, journal articles, speeches, correspondence, slide presentations, web pages, brochures, videos, talking points, publicity photos, and other materials to support the CSB's media and public affairs program. Subject matter may include the CSB's ongoing investigations, hazard studies, safety recommendations, accident prevention programs, interactions with other government bodies, and other areas as directed by the COTR. All such materials must be approved by the COTR prior to public dissemination and must be plainly identified as having been issued by the CSB, an agency of the U.S. Government.

3. The Contractor shall periodically be deployed to the sites of chemical accidents along with CSB investigators and Board Members to provide media support during various phases of accident investigations. With the approval of the COTR, the Contractor may subcontract parts of this function to qualified local firms or individuals. Approximately 8 trips per year.

4. In accordance with project plans approved by the COTR, the Contractor shall identify and communicate with members of the news media to provide information, assist with news story and feature ideas, and increase public awareness and understanding of the CSB's statutorily-authorized mission, activities, accomplishments, and challenges in achieving agency goals and furthering safety objectives. When performing such activities for this task, the Contractor must always clearly identify him/herself as working on behalf of the CSB, an agency of the U.S. Government.

5. The Contractor shall provide public affairs support for CSB public meetings including: (a) Board public meetings under the Sunshine Act, (b) community meetings and public hearings, (c) presentations and briefings before Congressional or other audiences, and (d) other public or stakeholder meetings as appropriate. Support activities may include locating, arranging, and preparing meeting venues; generating announcements, advertisements; contacting stakeholders to assure their participation; identifying and contacting potential speakers; providing audiovisual and/or webcasting services; handling media inquiries; and writing, rehearsing, editing, and reviewing CSB presentations and materials.
6. The Contractor shall develop materials for the CSB's website, including for example, descriptions of the Board's mission, investigations, recent chemical accidents, ongoing activities, and public meetings. The typical IT format used will be MS Word, sometimes with graphical content (e.g. Adobe Illustrator or Photoshop).
7. The Contractor shall provide media and public affairs training for CSB board members, investigators, and other staff who regularly interact with journalists. Training may include presentation training, media advice, on-camera exercises, and speaking and vocal exercises.
8. The Contractor shall identify and obtain television, radio, newspaper, internet, and magazine clippings that describe CSB activities and will package these for delivery to the COTR. As requested by the COTR, the Contractor shall provide advice and recommendations on the effectiveness of various media campaigns.
9. The Contractor shall perform other related public affairs tasks as directed by the COTR. Other activities may include, but are not limited to:
  - Developing written plans and strategy documents, participating in CSB planning meetings on public affairs, media, and outreach strategies
  - Providing advice and recommendations on strategies for using emerging digital communications media, blogs, web sharing sites, and social media
  - Performing research to identify appropriate members of the media to notify of specific Board activities and initiatives, e.g. based on geographic or subject-matter relevance
  - Identifying and contacting residents around accident sites, community organizations, company representatives, local officials, and other parties as directed by the COTR
  - Generating and provide media lists or databases for CSB investigations and other activities

## **5. GENERAL ORDERING PROCEDURES**

### **5.1 Task Proposal Requests**

All work and services to be performed under this contract will be initiated by a task proposal request to be issued by the COTR to the Contractor. The task proposal request will specify, at a minimum, the following information:

1. A description of the work to be performed
2. The desired period of performance or required completion date
3. Performance Requirements Summary
4. The date and time the Contractor's proposal is due
5. The order type.

The task proposal request neither commits the Government to pay any costs incurred in the submission of any proposal or in making necessary studies for the preparations thereof, nor does it commit the Government to issue a task order for such services. The Contracting Officer (CO) is the only individual who can commit the Government to the expenditure of public funds in connection with this contract.

### **5.2 Task Proposals**

The Contractor shall provide a written response (task proposal) to the task proposal request within ten calendar days, unless otherwise specified in the task proposal request. The Contractor's written response shall consist of the following at minimum:

1. A technical proposal specifying the Contractor's approach to performing the required work
2. A Quality Control Plan specific to the order
3. A detailed work schedule identifying all significant milestones and deliverables, including completion dates
4. A price proposal for the required work on a labor-hour, or time-and-materials basis. The price shall be calculated using the appropriate rates and unit prices agreed to in the contract along with any estimate of the required materials. The Contractor shall identify each category of labor required to perform the work and the corresponding number of hours for each category.

The Government may enter into discussions with the Contractor regarding the task proposal for purposes of negotiating the technical approach, proposed staffing hours, or any other issues.

If the performance of a task extends beyond a contract year, the price of the task will remain the same as initially proposed and accepted. If the contract pricing for the option year increases, the Contractor may use the option year pricing to calculate the cost for the work projected for the option period in the original task proposal.

### **5.3 Task Orders**

The Government will issue task orders under this contract. Task orders will be issued on a, labor hour or time-and-materials basis.

Should the Government determine to proceed with the work identified in the task proposal request, a task order will be issued by the CO to specify the work to be performed by the Contractor. All task orders will be unilateral. Task orders will be transmitted by electronic mail. At a minimum, each task order issued under this contract will include the following:

1. A task order number
2. A description of the work to be performed
3. The work schedule, period of performance, or required completion date
4. The Performance Requirements Summary
5. The not-to-exceed amount for labor-hour or time-and-materials orders
6. The obligation of funds
7. The payment schedule/terms
8. The deliverables

### **6. PROGRESS REPORTS:**

Throughout the entire period of performance under this contract, the Contractor shall prepare and submit to the COTR, a monthly progress and status report by the 5th of each month.

Each report shall include the following basic information:

1. Title of report
2. Contract and Task Order Numbers
3. Contractor's name and address
4. Date of report
5. Reporting period
6. Name of the individual preparing the report
7. Description of progress made during the reporting period on all open task orders, including significant accomplishments; problem areas, if any; and recommendations, if any
8. Update on resolution of any problems described in previous reports
9. Notice of any anticipated deviations from previously established technical plans, cost estimates, and/or completion schedules
10. Summary of task orders closed, and deliverables completed and delivered, during the reporting period
11. Summary of labor hours expended and hourly fees billed, for the reporting period and cumulatively, broken out to identify labor categories, specific contractor personnel, and the number of hours expended/fees billed by each
12. Itemized summary of any non-labor costs billed to the CSB for the reporting period and cumulatively
13. For each active video in production, a summary of the current and the cumulative costs billed, compared to the initial budget for the video
14. In addition to the monthly progress reports, the Contractor shall promptly report to the COTR any noteworthy accomplishments, significant problems, and/or other matters requiring the CSB's immediate attention. The COTR may ask the Contractor for informal progress updates at any time

### **7. CONTRACT TYPE:**

This contract will be based on task orders that are executed on a labor-hour, or time and materials basis. Any travel expenses will be reimbursed in accordance with federal travel regulations.<sup>2</sup>

### **8. CONTRACTING OFFICER AUTHORITY:**

The Contracting Officer (CO) for this procurement will be an employee of the Bureau of the Public Debt (BPD), the CSB's delegated procurement office. In no event shall any understanding or agreement between the contractor and

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<sup>2</sup> Federal travel regulations are available at [www.gsa.gov](http://www.gsa.gov).

any government employee other than the appointed CO on any contract modifications, change orders, letter or verbal direction (other than direction within the scope of the COTR's authority) to the Contractor be effective or binding upon the government. All such actions must be formalized by the proper contract modification executed by the appointed CO. The contractor is hereby put on notice in the event a government employee other than the CO directs a change in the work to be performed or increases the scope of work to be performed, it is the Contractor's responsibility to make inquiry of the CO before making the deviation.

#### **9. PAYMENT:**

The Contractor shall invoice the CSB for payment. Payment will be authorized upon completion of the work covered by the invoice and the CSB COTR's determination that the deliverables meet the requirements set forth in this PWS.

#### **10. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

The COTR will summarize and document the Contractor's performance in the three categories listed below (evaluation based on meeting the requirements of this PWS and the contractor submitted Quality Assurance Plan):

- Quality of service
- Business relations
- Timeliness of performance

Surveillance method. Random Evaluation. This method employs a "spot check" style of evaluation and may be adjusted, based on quality trends. The Government retains the right to inspect all requirements of the contract. Unacceptable performance will be recorded and the Contractor shall be required to correct the unacceptable condition within a 24-hour time period. If the Contractor does not correct the unacceptable condition within 24-hours, the COTR will notify the Contracting Officer who will take appropriate administrative action for unacceptable performance. When an observation indicates defective performance, the COTR will require the Contractor to initial the observation. The initialing of the observation does not constitute concurrence with the observation; it only indicates acknowledgement that the Contractor has been made aware of a potentially defective performance.

#### **11. CONFIDENTIALITY:**

The Contractor, Contractor personnel, and subcontractors assigned to this contract, will be required to execute a confidentiality agreement with the CSB.

#### **12. GOVERNMENT FURNISHED PROPERTY:**

The following list of government owned items will be furnished to the contractor for use in performance of this contract:

- Basic Office Supplies
- Desk
- Chairs
- Audio Mixer
- Audiovox DVD player
- Desktop PC
- Digital Camera
- Digital Video Recorder
- DVD player
- Laptop Computer
- DV based final cut studio software
- Apple OS X operating system

#### **13. ADDITIONAL TERMS:**

Performance under this contract shall be subject to the following additional terms, which are hereby incorporated into the contract:

##### Public Release of Information

The Contractor shall submit any proposed public release of information pertaining to its work for the CSB to the General Counsel of the CSB for approval prior to release. The Contractor shall release no such information without prior written approval from the CSB General Counsel.

##### Personnel Security Requirement

The Contractor, Contractor personnel assigned to perform work for the CSB, and any subcontractors shall execute a non-disclosure agreement as a condition for granting any such party access or potential access to trade secrets and confidential business information.

### Contractor Testimony

The Contractor shall immediately report to the General Counsel of the CSB any and all requests for the testimony of the contractor, its personnel, and/or subcontractors, and any intention to testify as a witness relating to: (a) any work required by and/or performed for the CSB; (b) any information or data produced by the contractor in the course of its work for the CSB; or (c) any information provided by any individual or entity to assist the contractor in performing work for the CSB. All requests for the testimony of the Contractor, its personnel, and/or subcontractors that fall within the scope of 40 C.F.R. part 1611 shall be handled in accordance with the provisions of that regulation.

### Organizational Conflicts of Interest

- a. The Contractor, its personnel, its subcontractors, and any other person or entity performing work for the Contractor on behalf of the CSB, shall execute a certification of non-conflict of interest. Such executed certification constitutes the signatory's acknowledgement that he/she has read and understands the requirements of this clause and agrees to abide by its terms.
- b. The Contractor and its personnel performing work for the CSB under this contract should not be placed in a conflicting role because of current or planned interests (whether financial, contractual, organizational, or otherwise), which relate to the work performed under this contract, nor should the contractor obtain an unfair competitive advantage over other parties by virtue of its performance under this contract.
- c. The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or in the alternative, warrants that it has fully disclosed all such relevant information. Additionally, during the term of this contract, the contractor agrees to forego entering into any other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all agents, employees, and subcontractors retained for any purpose under this contract abide by the provisions of this entire clause. If the contractor has reason to believe, with respect to itself or any of its agents, employees, or subcontractors, that any proposed contractual arrangement with any firm or organization may involve a potential conflict of interest, the Contractor shall obtain the written approval of the Contracting Officer and the General Counsel of the CSB before the execution of such contractual arrangement.
- d. The Contractor further agrees that if, after it commences work for the CSB, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer and the General Counsel of the CSB. It is agreed that this disclosure will include a description of the action that the contractor has taken or proposes to take to avoid or mitigate the conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary and/or supplemental action to be taken.
- e. It is the specific responsibility of the Contractor to ensure that any and all subcontractors, and any subcontractors' employees, are free from conflicts of interest. The Contractor warrants that no subcontractors already identified, or any of their subcontractors' employees, have an identifiable conflict of interest. It is further agreed that, in the event a conflict of interest is discovered after award of the subcontract, the same rules for disclosure, and all of the same remedies open to the CSB, described below, remain binding. The Contractor further agrees to insert in each subcontract or agreement done in furtherance of this contract, provisions which shall conform substantially to the language of this entire clause.
- f. During the period of performance under this contract, and for six (6) months after the last day of that period, the Contractor specifically agrees not to represent, assist, be employed by, or otherwise perform any services or functions for any entity or individual that is the subject of a CSB investigation or for such entity's or individual's agents, insurers, or successors in interest (but only to the extent that work for such agents, insurers, or successors in interest would pertain to the incident under investigation by the CSB).
- g. Notwithstanding the immediately foregoing prohibitions, the Contracting Officer and the General Counsel of the CSB may authorize the Contractor to solicit or perform this general type of work if the Contracting Officer and the General Counsel determine that the situation will not pose a potential for bias or unfair competitive advantage, and that the Contracting Officer and the General Counsel of the CSB approve of the proposed solicitation or work.

h. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant conflicts of interest required to be disclosed concerning this contract, or for such erroneous representations that necessarily imply bad faith, the CSB may terminate the contract for default, disqualify the Contractor from subsequent contracts, and pursue other remedies permitted by law or this contract. Notwithstanding these remedies, however, the CSB may always terminate the contract for convenience, in whole or in part, if termination is in the best interests of the government.

Proprietary Rights

The Contractor agrees that all property rights, including publication rights, in the information and materials produced by the contractor for the CSB shall vest in the government. Information and materials shall include, but not be limited to: progress reports, source data, plans, systems analyses, reports, extracts, test data, and procedures.

AGREEMENT BETWEEN  
THE U.S. CHEMICAL SAFETY AND HAZARD INVESTIGATION BOARD  
AND \_\_\_\_\_  
REGARDING THE PROTECTION AND NON-DISCLOSURE OF TRADE SECRET AND CONFIDENTIAL BUSINESS  
INFORMATION  
AND OTHER INVESTIGATIVE INFORMATION

The United States Chemical Safety and Hazard Investigation Board (hereinafter "CSB"), represented by its undersigned official, and \_\_\_\_\_, Independent Contractor (hereinafter "Contractor") to the CSB, represented by its undersigned official, the parties hereto, mutually agree to abide and be bound by the terms and conditions set forth below:

As evidenced by the signature below and as consideration for the fee to be paid by the CSB for Contractor's services, Contractor swears and agrees that it shall not disclose, except to CSB employees (those persons subject to 18 U.S.C. § 1905), any information it obtains during the course of its work for the CSB that Imperial Sugar (hereinafter "Imperial") has designated as a trade secret or confidential business information. Contractor further agrees that the work product it creates for the CSB is solely the property of the CSB, and that it shall not disclose such work product except to CSB employees, present it in any format at meetings or conferences, or publish or otherwise disclose it in any form without specific written permission from the CSB.

As evidenced by the signature below and as consideration for the fee to be paid by the CSB for Contractor's services, Contractor further swears and agrees that any information, obtained during the course of its work for the CSB, that describes, explains, or otherwise relates to the CSB's investigation of the February 7, 2008, incident at the Imperial refinery in Port Wentworth, Georgia, or the CSB's general investigative methods, techniques, or strategies, shall not be disclosed to any person or entity, other than the CSB and its employees.

The parties to this agreement expressly intend that Imperial be, and hereby is made, a third-party beneficiary of the trade secret/confidential business information non-disclosure provision in paragraph "1." of this agreement. In the event of a breach of that provision, Imperial will have the right to seek damages and any other appropriate relief against Contractor using whatever action at law or equity it deems appropriate.

As evidenced by the signature below, Contractor acknowledges that violation of the provisions of this agreement may result in the termination of its contract with the CSB for default and/or the pursuit of other remedies to which the CSB may be entitled for breach of this agreement.

The parties to this agreement intend that the persons affected by the provisions herein include the CSB, its employees, representatives, and anyone acting on its behalf; Contractor, its employees, representative, and anyone acting on its behalf; and Imperial and its corporate parents, subsidiaries, buyers, or successors in interest.

This agreement does not apply to any information that is known to the public prior to the date Contractor signs this agreement, or that independently, without any action by Contractor, becomes known by the public after that date, or is already known by Contractor, from a source other than the CSB, prior to that date.

This agreement, including all terms, conditions, promises, and covenants contained herein, is hereby extended to specifically and personally bind the employee(s) of Contractor who will be performing work for the CSB. By the signature(s) below, the named employee(s) of Contractor agrees to abide and be bound by the terms, conditions, promises, and covenants contained in this agreement.

For \_\_\_\_\_:

For the U.S. Chemical Safety and Hazard Investigation Board:

\_\_\_\_\_  
[Signature of company official]

\_\_\_\_\_  
Contracting Officer's Technical Representative

\_\_\_\_\_  
[Printed name and title of official]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



WD 05-2103 (Rev.-6) was first posted on www.wdol.gov on 06/03/2008

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Shirley F. Ebbesen                    Division of  
Director                                Wage Determinations

Wage Determination No.: 2005-2103  
Revision No.: 6  
Date Of Revision: 05/29/2008

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St  
Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King  
George, Loudoun, Prince William, Stafford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
<b>01000 - Administrative Support And Clerical Occupations</b>	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.25
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16
01311 - Secretary I	17.26
01312 - Secretary II	19.41
01313 - Secretary III	23.83
01320 - Service Order Dispatcher	16.10
01410 - Supply Technician	25.95
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46

<b>05000 - Automotive Service Occupations</b>		
05005 - Automobile Body Repairer, Fiberglass		25.26
05010 - Automotive Electrician		21.37
05040 - Automotive Glass Installer		20.14
05070 - Automotive Worker		20.14
05110 - Mobile Equipment Servicer		17.31
05130 - Motor Equipment Metal Mechanic		22.53
05160 - Motor Equipment Metal Worker		20.14
05190 - Motor Vehicle Mechanic		22.53
05220 - Motor Vehicle Mechanic Helper		16.81
05250 - Motor Vehicle Upholstery Worker		19.66
05280 - Motor Vehicle Wrecker		20.14
05310 - Painter, Automotive		21.37
05340 - Radiator Repair Specialist		20.14
05370 - Tire Repairer		14.43
05400 - Transmission Repair Specialist		22.53
<b>07000 - Food Preparation And Service Occupations</b>		
07010 - Baker		13.18
07041 - Cook I		11.97
07042 - Cook II		13.28
07070 - Dishwasher		9.82
07130 - Food Service Worker		10.66
07210 - Meat Cutter		16.07
07260 - Waiter/Waitress		8.82
<b>09000 - Furniture Maintenance And Repair Occupations</b>		
09010 - Electrostatic Spray Painter		18.05
09040 - Furniture Handler		12.78
09080 - Furniture Refinisher		18.39
09090 - Furniture Refinisher Helper		14.11
09110 - Furniture Repairer, Minor		16.31
09130 - Upholsterer		18.05
<b>11000 - General Services And Support Occupations</b>		
11030 - Cleaner, Vehicles		9.85
11060 - Elevator Operator		9.85
11090 - Gardener		15.70
11122 - Housekeeping Aide		10.89
11150 - Janitor		10.89
11210 - Laborer, Grounds Maintenance		12.07
11240 - Maid or Houseman		10.84
11260 - Pruner		11.37
11270 - Tractor Operator		14.19
11330 - Trail Maintenance Worker		12.07
11360 - Window Cleaner		11.31
<b>12000 - Health Occupations</b>		
12010 - Ambulance Driver		17.69
12011 - Breath Alcohol Technician		18.55
12012 - Certified Occupational Therapist Assistant		21.01
12015 - Certified Physical Therapist Assistant		21.01
12020 - Dental Assistant		16.90
12025 - Dental Hygienist		40.68
12030 - EKG Technician		24.77
12035 - Electroneurodiagnostic Technologist		24.77
12040 - Emergency Medical Technician		18.55
12071 - Licensed Practical Nurse I		18.60
12072 - Licensed Practical Nurse II		20.82
12073 - Licensed Practical Nurse III		22.85
12100 - Medical Assistant		14.23
12130 - Medical Laboratory Technician		18.04
12160 - Medical Record Clerk		16.06
12190 - Medical Record Technician		17.96
12195 - Medical Transcriptionist		17.93
12210 - Nuclear Medicine Technologist		31.82
12221 - Nursing Assistant I		9.75
12222 - Nursing Assistant II		10.96

12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	18.34
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.31
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	31.24
12313 - Registered Nurse II, Specialist	31.24
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.85
<b>13000 - Information And Arts Occupations</b>	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	20.40
13042 - Illustrator II	25.28
13043 - Illustrator III	30.91
13047 - Librarian	28.00
13050 - Library Aide/Clerk	13.77
13054 - Library Information Technology Systems Administrator	25.29
13058 - Library Technician	19.05
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.05
13063 - Media Specialist III	21.24
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	17.59
<b>14000 - Information Technology Occupations</b>	
14041 - Computer Operator I	17.78
14042 - Computer Operator II	19.88
14043 - Computer Operator III	22.17
14044 - Computer Operator IV	24.64
14045 - Computer Operator V	27.28
14071 - Computer Programmer I (1)	23.12
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	17.78
14160 - Personal Computer Support Technician	24.64
<b>15000 - Instructional Occupations</b>	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.77
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	30.88
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.22
15120 - Tutor	19.22
<b>16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations</b>	
16010 - Assembler	9.29
16030 - Counter Attendant	9.29

16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.29
16090 - Presser, Hand	9.29
16110 - Presser, Machine, Drycleaning	9.29
16130 - Presser, Machine, Shirts	9.29
16160 - Presser, Machine, Wearing Apparel, Laundry	9.29
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.57
16250 - Washer, Machine	10.16
<b>19000 - Machine Tool Operation And Repair Occupations</b>	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
<b>21000 - Materials Handling And Packing Occupations</b>	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.91
21150 - Stock Clerk	15.70
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
<b>23000 - Mechanics And Maintenance And Repair Occupations</b>	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.88
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	26.56
23181 - Electronics Technician Maintenance I	22.73
23182 - Electronics Technician Maintenance II	24.13
23183 - Electronics Technician Maintenance III	25.42
23260 - Fabric Worker	18.04
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.17
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.63
23392 - Gunsmith II	19.33
23393 - Gunsmith III	21.62
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.21
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	24.37
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.62
23465 - Laboratory/Shelter Mechanic	20.52
23470 - Laborer	14.27
23510 - Locksmith	19.76

23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.62
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.62
23592 - Metrology Technician II	22.78
23593 - Metrology Technician III	23.89
23640 - Millwright	25.63
23710 - Office Appliance Repairer	21.63
23760 - Painter, Maintenance	20.52
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.62
23850 - Rigger	21.62
23870 - Scale Mechanic	19.33
23890 - Sheet-Metal Worker, Maintenance	21.62
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	21.62
23965 - Well Driller	21.62
23970 - Woodcraft Worker	21.62
23980 - Woodworker	16.63
<b>24000 - Personal Needs Occupations</b>	
24570 - Child Care Attendant	11.63
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	10.00
24620 - Family Readiness And Support Services Coordinator	14.25
24630 - Homemaker	16.75
<b>25000 - Plant And System Operations Occupations</b>	
25010 - Boiler Tender	26.10
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	26.10
25190 - Ventilation Equipment Tender	18.37
25210 - Water Treatment Plant Operator	20.23
<b>27000 - Protective Service Occupations</b>	
27004 - Alarm Monitor	19.43
27007 - Baggage Inspector	12.66
27008 - Corrections Officer	21.30
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	19.43
27040 - Detention Officer	21.30
27070 - Firefighter	22.39
27101 - Guard I	12.66
27102 - Guard II	19.43
27131 - Police Officer I	24.58
27132 - Police Officer II	28.24
<b>28000 - Recreation Occupations</b>	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
<b>29000 - Stevedoring/Longshoremen Occupational Services</b>	
29010 - Blocker And Bracer	22.60
29020 - Hatch Tender	22.60
29030 - Line Handler	22.60
29041 - Stevedore I	20.82
29042 - Stevedore II	23.68

**30000 - Technical Occupations**

30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.01
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.54
30021 - Archeological Technician I	17.82
30022 - Archeological Technician II	19.87
30023 - Archeological Technician III	25.95
30030 - Cartographic Technician	25.95
30040 - Civil Engineering Technician	23.78
30061 - Drafter/CAD Operator I	18.72
30062 - Drafter/CAD Operator II	20.94
30063 - Drafter/CAD Operator III	24.60
30064 - Drafter/CAD Operator IV	30.26
30081 - Engineering Technician I	20.95
30082 - Engineering Technician II	23.53
30083 - Engineering Technician III	26.31
30084 - Engineering Technician IV	32.61
30085 - Engineering Technician V	39.88
30086 - Engineering Technician VI	48.25
30090 - Environmental Technician	23.50
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	20.71
30362 - Paralegal/Legal Assistant II	25.69
30363 - Paralegal/Legal Assistant III	31.38
30364 - Paralegal/Legal Assistant IV	37.97
30390 - Photo-Optics Technician	27.33
30461 - Technical Writer I	21.27
30462 - Technical Writer II	25.98
30463 - Technical Writer III	31.44
30491 - Unexploded Ordnance (UXO) Technician I	23.05
30492 - Unexploded Ordnance (UXO) Technician II	27.89
30493 - Unexploded Ordnance (UXO) Technician III	33.43
30494 - Unexploded (UXO) Safety Escort	23.05
30495 - Unexploded (UXO) Sweep Personnel	23.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.35
30621 - Weather Observer, Senior (2)	26.38

**31000 - Transportation/Mobile Equipment Operation Occupations**

31020 - Bus Aide	12.50
31030 - Bus Driver	18.19
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.53
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42

**99000 - Miscellaneous Occupations**

99030 - Cashier	10.03
99050 - Desk Clerk	11.11
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	11.73
99310 - Mortician	29.98
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	16.51
99711 - Recycling Specialist	20.27
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	12.51
99830 - Survey Party Chief	21.61
99831 - Surveying Aide	13.43

99832 - Surveying Technician	20.54
99840 - Vending Machine Attendant	13.68
99841 - Vending Machine Repairer	17.76
99842 - Vending Machine Repairer Helper	13.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

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

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978

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

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

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

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

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

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

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency

**ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (NOV 2007)**

In addition to the items specified in the solicitation provision above, the following information is necessary to enable proper evaluation of offers in response to this solicitation:

Failure to submit any of the requested information or follow any of the stated guidelines will result in the proposal being determined technically unacceptable without being evaluated.

Only questions received by electronic mail by the government to the attention of Alan Dotson at PSB2@BPD.TREAS.GOV by 12:00 pm et on Monday, September 22, 2008 will be answered.

Only proposals received in hard copy by regular mail/shipping (USPS, FedEx, UPS, Courier, Etc.) by 10:00 am et on Friday, September 26, 2008 will be accepted. The written response must be sent directly to BPD and the videos must be sent directly to the CSB. Do not send written response materials to the CSB. Failure to follow these guidelines will result in your proposal being determined non-responsive.

**Written Response Mailing Address**

Alan Dotson-BPD-CSB-08-CI-0003  
 200 Third Street  
 Avery 5-F  
 Parkersburg, WV 26106-1328

**Videos Mailing Address**

Hillary Cohen-BPD-CSB-08-CI-0003  
 2175 K Street, NW  
 Suite 400  
 Washington, DC 20037-1809

The government anticipates that negotiations will not be required but reserves the right to conduct negotiations should the need arise. Offerors should submit their best and final offer the first time.

An offeror must submit each of the following as part of a complete proposal package. Each section (a, b, c) must be independent of one another and there must be no duplication of information anywhere.

The total written proposal package including cover page, pricing form 1449, and written non-price proposal may not exceed 25 pages in length. The offeror Representations and Certifications do not count towards the page count. Therefore, the proposal package must contain 1-25 written pages (single or double spaced, 10-point font minimum), 4 videos, and the Representations and Certifications.

- a) Cover Page** – Including the following information at minimum.
  1. Company Name as it appears in CCR
  2. Company DUNS Number
  3. Company Point of Contact (POC) for this acquisition including name, title, phone number, and email
- b) Price Proposal**
- c) Non-Price Proposal**
  1. Technical Approach
  2. Quality Assurance Plan
  3. Sample Videos
  4. Sample Videos Descriptions

**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: price, technical approach, quality assurance plan, and sample videos. The non-price factors, when combined, are approximately equal to the price.

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

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

## **ADDENDUM TO 52.212-2, EVALUATION – COMMERCIAL ITEMS (JAN 1999)**

Award will be made to the responsible offeror whose proposal is determined to be the best overall value to the government. The government will consider awarding at a slightly higher price only to receive superior technical quality. The Contracting Officer will use the technical merits of each proposal and the price to determine the successful offeror. As technical merit becomes more equal, price may be the deciding factor. As the price becomes more equal, technical merit may be the deciding factor. The non-price factors as listed below, when combined, are approximately equal to price. The technical evaluation team will determine the technical merits of each proposal and provide a written summary of the evaluation results to the Contracting Officer. The Contracting Officer will determine what trade-off between technical merit and price promises the greatest value to the government.

### ***Price Proposal:***

Provide a firm fixed rate for each labor category provided at the base and each option year based on the estimate of required hours needed. The pricing must be entered on the pricing spreadsheet provided. Please submit your best and final offer the first time.

### **Non-Price Proposal Evaluation Factors:**

#### ***Technical Approach:***

The offeror shall provide a detailed action plan for carrying out the services as described in the PWS. This plan must demonstrate how the offeror will use sound business practices, qualified people, in-depth know how and knowledge, communication skills, and teams/partnering/subcontractors to carry out the tasks listed in the PWS. Any offeror proposing a team/partner/subcontracting arrangement must also discuss previous contracts in which they have worked together. The technical approach will be evaluated based on logic, efficiency, organization, and the demonstration of the offeror's ability to effectively perform services and help the CSB achieve its goals. Proposed teams/partnering/subcontracting arrangements that demonstrate a positive record of working together in the past is more preferred than teams/partnering/subcontracting working together for the first time.

#### ***Quality Assurance Plan:***

The offeror shall provide a detailed plan for ensuring that services are performed to the highest level of quality possible and how performance problems will be resolved. The plan will be evaluated based on the offeror's demonstration that they can efficiently deliver quality services and effectively resolve problems in a timely business manner.

#### ***Sample Videos:***

An integral component and evaluation factor that must be reflected in the contractor's video submission is experience in developing videos that recreate complex, highly technical, chemical process accidents based on technical reports, accident photographs, engineering drawings, schematics, and witness accounts. The offeror must provide four (4) sample videos that specifically address measures, including standards and management systems, to prevent major chemical accidents that could result in fatalities, serious injuries, substantial property damages, or injury to members of the public that the offeror has produced. Each video must be directly related to industrial *chemical process safety*<sup>3</sup>,

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<sup>3</sup> See for example the final report of the 11-member expert panel, chaired by former U.S. Secretary of State James A. Baker III, which examined the safety culture of BP corporation, which defined process safety in oil refineries as follows (Report of the B.P. U.S. Refineries Independent Safety Review Panel, January 2007, p. X):

Personal or occupational safety hazards give rise to incidents—such as slips, falls, and vehicle accidents—that primarily affect one individual worker for each occurrence. Process safety hazards can give rise to major accidents involving the release of potentially dangerous materials, the release of energy (such as fires and explosions), or both. Process safety

it must have been produced in the last five years, and each video must include at least a 2-minute sequence of 3-D computer-generated animation depicting a complex industrial chemical process. Each video must be provided in DVD format and each video must be composed of unique video content, i.e. each of the four videos must not contain more than 1 minute of the same visual content of any other submitted video.

Each video must comply with the specified time requirements outlined below:

- 3 videos shall be 5 minutes to 30 minutes in length each
- 1 video shall be 30 minutes to 60 minutes in length

Proposals that do not include four videos meeting the requirements will be considered non-responsive and will not be evaluated. Offerors may only submit sample videos for which they and/or their subcontractors were primarily responsible for overall project management, production, content, gathering of visual elements, scripting, filming, editing, special effects and animations, sound and color correction, field work, and post-production including any DVD mastering or development of video formats for web or broadcast. The videos will be evaluated based on similarity to the content and objectives of existing CSB safety videos (see [Safetyvideos.gov](http://Safetyvideos.gov) for examples) and on overall quality, including: script quality, use of clear terms and language, quality of video editing, quality of DVD packaging and labeling, DVD menu quality, quality of video text and graphics, creative use of visual elements, technical accuracy, color and sound quality, quality of narration, quality of safety content and messaging, lighting, accuracy and detail of 3-D computer animations of chemical processes, quality of interviews, appropriate use of music and sound effects, quality of special video effects, and overall clarity of communication to audiences potentially ranging from senior industry executives to operators to government officials.

***Sample Videos Descriptions:***

Each video must have an accompanying written description of why the video was produced, when it was produced, what the goals of the video were, and what specific roles the offeror and/or its subcontractors played in the production of the video. The descriptions must be clearly marked and easily corresponded to one of the 4 videos above. These descriptions will not be evaluated independently. They will be used to assist in the evaluation of the videos.

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incidents can have catastrophic effects and can result in multiple injuries and fatalities, as well as substantial economic, property, and environmental damage. Process safety refinery incidents can affect workers inside the refinery and members

An offeror shall complete only paragraph (b) 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 (c) through (m) 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.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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

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

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

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

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

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

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

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

(i) It o has developed and has on file, o 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 o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

Other End Products:

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

[List as necessary]

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

(h) *Certification Regarding 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; and

(3) \* Are, \* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses 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. §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. §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. §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)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2)  Outside the United States.

(k) *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.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1).

The offeror o does o 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 o does o 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) *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 (l)(3) through (l)(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 \_\_\_\_\_.

o TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.