

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 1	
2. AMENDMENT/MODIFICATION NO. 000001		3. EFFECTIVE DATE 09/22/2008		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: Alan Dotson (304) 480-7206 Parkersburg WV 26101		CODE BPD-ADOTSON		5. PROJECT NO. (If applicable)	
				7. ADMINISTERED BY (If other than Item 6) Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Parkersburg WV 26101	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO. BPD-CSB-08-CI-0003	
		x		9B. DATED (SEE ITEM 11) 09/19/2008	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purposes of this amendment are as follows:

- Page 11. Attached. Removed 52.219-27 and added 52.219-6.
- Page 33. Attached. This page was omitted from the original solicitation.
- Page 36. Attached. The footnote was incomplete in the original solicitation.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

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.

X (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).

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

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers,

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*³,

³ 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 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 of the public who reside nearby. Process safety in a refinery involves the prevention of leaks, spills, equipment malfunctions, over-pressures, excessive temperatures, corrosion, metal fatigue, and other similar conditions. Process safety programs focus on the design and engineering of facilities, hazard assessments, management of change, inspection, testing, and maintenance of equipment, effective alarms, effective process control, procedures, training of personnel, and human factors. The Texas City tragedy in March 2005 was a process safety accident.