

**STATEMENT OF WORK**  
U.S. Department of the Interior Museum  
Indian Baskets Museum Exhibition

**BACKGROUND:** The Interior Museum works to interpret the history of the U.S. Department of the Interior and promote the current work of its bureaus. To fulfill this mission, the Interior Museum follows guidelines set by Part 411 of the Department of the Interior's Departmental Manual (<http://www.doi.gov/museum/policy.htm>) for the care of collections. By exhibiting the exhibition titled: *Indian Baskets: Harold Ickes and Cultural Preservation*, the Interior Museum will be providing Interior employees and the general public with an opportunity to experience the amazing depth of the collection of the Interior Museum, the breadth of Indian cultures in America in the early 1900s, and the impact of the vision Harold Ickes had for the U.S. Department of the Interior.

**OBJECTIVE:** The contractor shall provide cleaning, photography and mounts for storage for 818 Indian Baskets in the collection of the Interior Museum.

**TASKS:**

1. Cleaning

- All baskets in the Interior Museum collection were assessed by Brian Ramer in 1990. All proposed treatments shall follow the recommendations stated in the Ramer Report. The Ramer Report and photographs of approximately 300 baskets are available on the Interior Museum website. (<http://www.doi.gov/interiormuseum/collection/indianbaskets.html>).
- Prior to any treatment, a hard copy file must be created for each basket which will contain a written description of its condition and a photograph of the basket.
- Any and all labels, either loose or attached, must be documented and added to the object file.
- All treatment shall be done following guidelines of professional conservation practice as dictated by the American Institute for Conservation of Historic and Artistic Works (AIC).
- After treatment, the identifying catalog number must be written on each basket following guidelines for object marking/labeling provided in "Appendix J" from the 411 Departmental Manual (<http://www.doi.gov/museum/policy.htm>).
- Post-treatment, a written description of the condition of each basket with documenting photographs and dimensions must be completed.

2. Photography

- Following treatment, each basket shall be professionally photographed, in color, digitally, with images provided as digital files on CD or DVD.
- Images must be edited and publication ready, camera raw must be provided as well.

3. Mount making

- o Each basket will require a supporting mount to be made so that they can be stored appropriately and safely.
- o Mounts may be constructed following the guidelines stated in the Ramer Report but must be constructed of non-reactive and non-abrasive materials.

4. Storage and handling of baskets

- o Each basket is currently stored appropriately and safely in locked cabinets.
- o Within five (5) business days after completion of treatment, each basket shall be returned by the contractor to appropriate and safe storage in locked cabinets.

PLACE OF PERFORMANCE: All baskets will be located at the National Park Service’s Museum Resource Center (MRCE), 3300 Hubbard, Rd, Landover, MD, 20785. Work on baskets shall take place at MRCE in work spaces provided.

ACCESS HOURS: All baskets will be accessible Monday through Friday, 8:30 am to 4:30 pm. All access to MRCE must be coordinated through the Interior Museum and the Facilities Manager at MRCE.

GOVERNMENT FURNISHED INFORMATION: A complete checklist with catalog numbers will be provided by the Interior Museum.

CONTRACT TYPE: Firm-Fixed-Price

PERIOD OF PERFORMANCE: Date of award to September 30, 2009

DELIVERABLE SCHEDULE: In fulfillment of this effort, the contractor shall provide the following deliverables. All deliverables shall be submitted to the COTR, unless otherwise agreed upon.

**Dates in the Deliverable Table may be adjusted after contract award.**

<b>Task</b>	<b>Milestone/Deliverable</b>	<b>Media and number of Copies</b>	<b>Date</b>
1	Pre-treatment Condition Report & Photography	One hardcopy written report and electronic copy in Microsoft Word or PDF	60 days after award
1	Post-treatment Condition Report & Photography	One hardcopy written report and electronic copy in Microsoft Word or PDF	150 days after award

2	Photography	CD/DVD JPEG	150 days after award
2	Camera Raw	CD/DVD JPEG	150 days after award
3	Mounts	As specified	150 days after award

**INSPECTION AND ACCEPTANCE CRITERIA:** Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COTR.

**GENERAL ACCEPTANCE CRITERIA:** General quality measures, as set forth below, will be applied to each work product received from the contractor under this statement of work.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this statement of work.
- File Editing - All text and diagrammatic files shall be editable by the Government.
- Format - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- Timeliness - Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

**QUALITY ASSURANCE:** The COTR will inspect each deliverable that the contractor submits and may return it to the contractor for correction. The Government will have 10 business days to approve or reject a deliverable. The contractor shall have 10 business days to resubmit a deliverable that was previously rejected. Absence of any comments by the COTR will not relieve the contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of deliverables required herein shall be by letter of approval and acceptance by the COTR. The contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the deliverable shall not guarantee the final acceptance of the completed deliverable.

**PAYMENT FOR UNAUTHORIZED WORK:** No payments will be made for any unauthorized supplies and/or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

**CONFIDENTIALITY AND NON-DISCLOSURE:** All information regarding the work products developed and made available to the contractor under the contract must be regarded as sensitive information by the contractor and not be disclosed or used in any other way than on the performance of this contract to anyone outside the contractor's organization without the written permission of the Government

**STANDARDS OF CONDUCT:**

a) The contractor will be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The contractor is also responsible for ensuring that its employees and those of its subcontractors do not disturb papers on desks, open desk drawers or cabinets, use Government telephones, except as authorized, or otherwise jeopardize the security and the privacy of Government employees, its customers, and the contents and property of the Federal building(s) in which the work is performed. Each employee or supervisor of the contractor is expected to adhere to standards of behavior that reflect credit on themselves, their employer, and the Federal Government.

b) The contractor will be responsible for taking such disciplinary action, including suspension without pay or removal from the worksite, with respect to its employees, as may be necessary to enforce those standards.

c) Where applicable, the requirements of this clause must be expressly incorporated into subcontracts and must be applicable to all subcontractor employees who may perform recurring services or work at the Federal building and grounds in support of this requirement.

d) The Government retains the right to permanently remove any employee of the contractor from performing duties assigned under this requirement at the Federal building should the employee's performance so warrant. The Government will request the contractor to immediately remove any employee of the contractor from the Federal building/work-site should it be determined by the CO that the individual employee of the contractor is "unsuitable" for security reasons or for otherwise being found to be unfit for performing his assigned duty at a Federal building. The following areas (not all-inclusive) are considered justification for requesting the contractor to immediately remove an employee from a Federal building/work site:

- Neglect of assigned duty and refusing to render assistance or cooperate in upholding the integrity of the security programs at the worksite;

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; participation in disruptive activities which interfere with the normal and efficient operations of the Government;
- Theft, vandalism, immoral conduct, or any other criminal actions;
- Selling, consuming, or being under the influence of intoxicants, drugs, or controlled substances which produce similar effects;
- Improper use of official authority or credentials, as a supervisor or employee of the contractor;
- Violation of agency and contractor security procedures and regulations; and
- Violation of the rules and regulations governing Federal public buildings and grounds, set forth in 41 CFR Subpart 101-20.3 *Conduct on Federal Property*.

e) Following a recommendation from an agency program official or security officer, the CO will make all determinations regarding the removal of any employee of the contractor from and denial/termination of clearance and access to the Federal building worksite for non-performance, misconduct, or failure to abide by all laws and regulations. The CO will verbally inform the contractor about the employee, followed by a written confirmation or determination. Specific reasons for the removal of an employee will be provided to the contractor in writing. In the event of a dispute, the CO will make a final determination.

f) Upon a determination of the Government that an employee of the contractor be removed from or denied access to a Federal building worksite, the employee's clearance and access to the Federal building must be immediately revoked or otherwise terminated. Furthermore, if applicable, the building pass and/or other access device(s) previously given to the employee must be immediately surrendered, returned, or delivered to the security officer of the Federal building.

**COOPERATION WITH OTHER ON-SITE CONTRACTORS:** When the Government awards contracts for additional work at the facilities, the contractor must fully cooperate with the other contractors and Government employees. The contractor must not commit or permit any act that will interfere with the performance of work awarded to another contractor or with the performance of other Government employees. In any case where, in the course of fulfilling this requirement, the contractor disturbs any work guaranteed under another separate contract, the contractor must restore such disturbed work to a condition satisfactory to the COTR and guarantee such restored work to the same extent as it was guaranteed under the other contract, at no cost to the Government.

**TRAVEL:** The contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with the Federal Travel Regulations currently in effect on date of travel and FAR 31.205-46 Travel Costs. All travel requests shall be submitted on a **Request for Travel/Approval Form** to the COTR for approval prior to commencement of travel. The contractor should

use the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher shall be submitted with justification for use of higher class travel indicating dates, times, and flight numbers.

**KICK OFF MEETING:** Within five (5) business days after contract award, the contractor shall conduct a kick off meeting with the Government. The Government does not want an elaborate kick-off meeting nor does it expect the contractor to expend significant resources in preparation for this briefing. The intent of the briefing is to initiate the communication process between the Government and contractor by introducing key participants and explaining their roles, reviewing communication ground rules, assuring a common understanding of task requirements and objectives, and providing Government furnished information.

The kick off meeting will be held at the Government's facility (or via conference call if determined by the Government to be an appropriate substitute for a face-to-face meeting) and the date and time will be mutually agreed upon by both parties.

The completion of this briefing will result in the following:

- a) Introduction of both contractor and Government personnel performing work under the contract.
- b) The contractor will demonstrate confirmation of his/her understanding of the work to be accomplished under the contract.

**REQUEST FOR TRAVEL/APPROVAL FORM**

*Purchase Order #:*

*Title of Task:*

1. Reference Contract Number:
2. Company Name:
3. Individual Requesting Travel: Name / Date:
4. Description of Travel – what will be accomplished / to be supported:
5. Place of Travel [City, State, Facility Name]:
6. Number of Contractor Employee’s traveling:
7. Name of Contractor Employee’s traveling:
8. Total Days Required for travel (includes travel and working days):
9. Indicate number of travel days:
10. Indicate Number of actual work days:
11. Indicate number of overnight stays required:
12. Rental car required: Yes / No
13. Total Estimated Travel Amount:

**COTR Authorization:**

Full Name:

Title:

Address:

Phone Number/Fax:

COTR Signature: \_\_\_\_\_

Date: \_\_\_\_\_



To: All Prospective Offerors

From: Department of the Interior/ National Business Center/Acquisition Services Directorate (AQD)-DC

Subject: Request for Quote (RFQ) – NBCWZ900441 - Indian Baskets Museum Exhibition

AQD-DC is issuing this RFQ to solicit quotes for the purpose of entering into a FIRM-FIXED-PRICE contract. AQD-DC will conduct this acquisition using Part 12 and Subpart 13.5 under the Federal Acquisition Regulation. This procurement is a total small business set-aside. The intended NAICS code is 712110 with a size standard of \$7M. The offeror must be designated as a small business for NAICS code 712110 in the offeror's CCR and ORCA records. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-31.

#### **SUBMISSION REQUIREMENTS**

Offerors are required to submit the following:

1. Technical Quote
2. Price Quote

#### **Quotes MUST include the following information:**

- A. Tax Identification Number (TIN)
- B. Dun & Bradstreet Number (DUNS)
- C. Complete Business Mailing Address
- D. Contact Name
- E. Contact Phone
- F. Contact Fax Number
- G. Contact Email Address
- H. Quotation Number
- I. Quotation Date

**Note: Ensure your firm is registered in CCR and ORCA** - All offerors must be registered in CCR and ORCA to receive government contracts – [www.ccr.gov](http://www.ccr.gov) and <http://orca.bpn.gov/>.

**QUOTE FORMAT:** Quotes shall consist of two volumes: (I) Technical Quote and (II) Price Quote.

**Volume I - Technical Quote:** The following areas in the offeror's technical quote must be addressed to sufficiently demonstrate the offeror's ability, unique capabilities, and demonstrated experience to successfully support this requirement:



**Section 1 - Technical Approach:** The response shall contain a technical submission addressing all aspects of the SOW. Discussion of proposed methods and techniques for completing the requirement. Discussion of any anticipated major difficulties and problem areas, along with potential recommended approaches for their resolution. Discussion of the background, objectives, and work requirements of the SOW as analyzed by the offeror

**Section 2 - Relevant Experience:** The offeror shall submit a narrative describing relevant experience in performing work that is similar to the requirements in the SOW and a history of working with ethnographic artifacts.

**Section 3 - Personnel Qualifications:** Description of personnel resources for this requirement, which addresses their capabilities and experience relating to the SOW. Resumes must be provided detailing the experience, qualifications, certifications, and licenses held by all key personnel under this effort. Key personnel are those that are essential for accomplishing the work to be performed. Each resume should not exceed one page. Identification of roles and specific responsibilities for each role.

**Section 4 - Technical Assumptions:** Offerors shall indicate, in this section only, if any technical related assumptions have been made, conditions that have been stipulated, or exceptions have been taken with the SOW as written. If technical assumptions are not noted in this volume and this section of the quote, it will be assumed that the offeror's quote reflects no technical assumptions for award and agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the offeror's quote. Accordingly, any technical related assumptions listed in any other volume or section shall be null and void.

**Section 5 - Past Performance:** The offeror shall identify three (3) contracts/task orders with the Federal Government and/or commercial customers that demonstrate recent and relevant past performance. Recent is defined as within the last three years. Relevant is defined as work similar in complexity and magnitude of the work described in this SOW.

Include the following information:

- Project title
- Description of the project
- Contract number
- Government Agency/Organization
- COTR's name, address, email address, and phone number
- Contracting Officer's name, address, email address and phone number
- Current status, e.g., completed (start and end dates) and/or if in progress, start and estimated completion dates
- Dollar value and type of contract (e.g. Firm-Fixed-Price)



- Key personnel (please highlight those individuals who worked on the relevant project(s) and are also being proposed for this effort.)

Offerors shall send the Past Performance Questionnaire to points of contact for past and current projects, with the request that the reference complete and return the questionnaire **directly to the CO via email or fax (202-208-4956) by the RFQ due date.**

The offeror shall also provide information on each cure and/or termination letter that may have been received within the last three years and any comments/explanations that the offeror wishes to provide regarding the circumstances of the notice.

The Government may also consider information obtained through other sources such as the Past Performance Information Retrieval System (PPIRS).

Past performance information will be used to determine the quality of the offeror's past performance as it relates to the probability of success of this required effort. Only past performance data regarding relevant past performance completed within the last three years, or work that is ongoing, is evaluated. The lack of relevant past performance information will result in the assignment of a neutral rating (i.e., neither favorable nor unfavorable). For offerors with no relevant past performance, the Government may take into account information regarding the past performance of personnel or subcontractors with relevant past performance that will perform key aspects of the requirement.

**No cost/price data shall be submitted in Volume I.**

**Volume II - Price Quote:** The following areas in the offeror's price quote must be addressed:

**Section 1 – Price:** The offeror shall include a breakdown of the cost elements that make up the total price. The offeror must identify the labor categories to be utilized for this effort, a description of the skills and experience per labor category, labor hours, and labor rates. List all other direct costs (including travel and materials) necessary for the performance of this requirement. **FIRM PRICE:** The Offeror agrees to hold the prices in its offer firm for 60 days from the date specified for receipt of offers.

The Government requests a discount from the offeror's commercial labor rates. If a discount is provided, the offeror shall indicate the non-discounted commercial rate, the proposed percentage of discount, and the discounted rate.

**Section 2 - Price Assumptions:** Offerors shall indicate, in this section only, if any price related assumptions have been made, conditions that have been stipulated, or exceptions have been taken with the SOW as written. If price assumptions are not noted in this volume and this section of the quote, it will be assumed that the offeror's quote reflects no price assumptions for award and agrees to comply with all of the terms and conditions set forth herein. It is not the



responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the offeror's quote. Accordingly, any price related assumptions listed in any other volume or section shall be null and void.

## QUESTIONS

Offerors are instructed to only contact the Contracting Officer issuing this solicitation for information about any aspect of this solicitation. Prospective offerors are cautioned against contacting Government technical personnel in regards to this solicitation prior to award of this procurement. If such contact occurs and is found to be prejudicial to competing offerors, the offeror making such contact may be excluded from award consideration. Submit questions via email to [Alexis\\_N\\_Williams@nbc.gov](mailto:Alexis_N_Williams@nbc.gov) no later than **May 11, 2009 at 12:00 PM EST**.

Questions submitted by a method other than electronic mail shall not be accepted and shall not be answered. All e-mail inquiries shall have "RFQ NBCWZ900441 - QUESTION" included in the subject line. Any questions received after the previously specified cut-off date and time will not be accepted or answered. Questions and answers related to this procurement will be made available via FedBizOpps ([www.fbo.gov](http://www.fbo.gov)) and Acquisition Services Directorate (<http://www.aqd.nbc.gov/Solic/openmarket.asp>) websites. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective offerors.

## RFQ DUE DATE & ADDRESS FOR RECEIPT OF OFFERS

Both technical and price quotes shall be submitted to [Alexis\\_N\\_Williams@nbc.gov](mailto:Alexis_N_Williams@nbc.gov) **no later than May 19, 2009 at 3:00 PM EST**. All e-mail inquiries shall have "RFQ NBCWZ900441 - QUOTE" included in the subject line. Any quotes received after the previously specified cut-off date and time will not be accepted. It is the offeror's responsibility to read the RFQ and all related documents carefully and completely and to monitor the FedBizOpps ([www.fbo.gov](http://www.fbo.gov)) and Acquisition Services Directorate (<http://www.aqd.nbc.gov/Solic/openmarket.asp>) websites for any updates to the RFQ on a regular basis. Additionally, it is the offeror's responsibility to ensure/verify the Government's receipt of its submission on or before the date/time specified.

## EVALUATION

Offers will be evaluated and award will be made to the Lowest Priced Technically Acceptable offeror.

Part I – Technical Acceptance: Technical acceptance will be evaluated on a pass/fail basis. In order to be considered technically acceptable, the offeror must:



1. Employ staff with the abilities, experience, and capacity to effectively and efficiently perform the contemplated work.
2. Demonstrate the ability to perform all elements in the SOW.
3. Demonstrate an understanding of the requirements and scope of the SOW. Offerors are cautioned that “parroting” of the SOW with a statement of intent to perform does not reveal the offerors’ understanding of the requirement.
4. Have relevant experience in performing work that is similar to the requirements in the SOW.
5. Have a history of working with ethnographic artifacts.
6. Have a history of successfully completing similar projects.
7. Have a history of staying on schedule, within budget, and a commitment to customer satisfaction.

Part II – Price: The Government will evaluate the price using price analysis to determine if the prices are fair, reasonable, and realistic. Unrealistically low or high proposed prices may be grounds for eliminating a quote from competition either on the basis that the offeror does not understand the requirement or has made an unrealistic quote. The Government will evaluate realism by assessing how well the price tracks to the offeror’s technical quote.

#### **CONTRACT AWARD**

Contract award shall be made to the responsible offeror whose offer, in conforming to this RFQ, is the lowest evaluated price of quotes meeting or exceeding the acceptability standards for non-cost factors.

The Government intends to make award without discussions. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost/price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Failure to comply with instructions may result in an offer being ineligible for award. Furthermore, the Government reserves the right to award no contract at all, depending on the quality of quotes, the availability of funding, and the continued existence of the requirement.

#### **PROVISIONS & CLAUSES**

This solicitation incorporates one or more solicitation provisions and clauses by reference, with the same force and effect as if they were given in full text. The offeror is cautioned that the listed provisions and clauses may include blocks that must be completed by the offeror and submitted with its quotation or offer. The full text of a solicitation provision or clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

52.212-1 Instructions to Offerors—Commercial Items (Nov 2007)

52.212-3 Offeror Representations and Certifications—Commercial Items (Nov 2007)

52.212-4 Contract Terms and Conditions—Commercial Items (Feb 2007)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Feb 2008)



52.204-9 Personal Identity Verification of Contractor Personnel (Sept 2007)  
52.219-6 Notice of Total Small Business Set-Aside (Jun 2003)  
52.219-14 Limitations on Subcontracting (Dec 1996)  
52.219-1 Small Business Program Representations (May 2004)

DIAR POSTAWARD USE & DISCLOSURE OF PROPOSAL APRIL  
1452.215-71 INFORMATION 1984

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages \_\_\_\_\_ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."



(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 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 2 weeks.

(End of clause)

Sincerely,

Alexis Williams  
Contracting Officer