SUPPLIES OR SERVICES AND PRICES/COSTS

AUDIO DESCRIPTION

The contractor shall provide all services including labor, materials, equipment, facilities, and travel (except as otherwise specified in this contract), necessary to provide the National Park Service audio description services.

The following fixed rates shall apply for pricing and billing task orders placed under this contract:

A. **AUDIO DESCRIPTION**

FIXED RATES FOR AUDIO DESCRIBING THE FOLLLOWING LENGTHS OF PROGRAMS

For pricing, please contact Beverly Rinaldi-Alt, Contract Specialist, at 304-535-6237 or via email at Beverly_rinaldi-alt@nps.gov.

	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4	OPTION YEAR 5
English language					
Price for writing, editing script, recording to picture, editing audio description track; NPS provides English Language DVD for use by writer.					
(1) 15 minutes or shorter	$	$	$	$	$
(2) 16-25 minutes	$	$	$	$	$
(3) 26-35 minutes	$	For hourly rates, please contact Beverly Rinaldi-Alt,			
(4) 36-45 minutes	$	Contract Specialist, at 304-535-6237 or via email at			
(5) 46-55 minutes	$	beverly_rinaldi_alt@nps.gov.			
(6) 56-65 minutes	$	$	$	$	$
(7) 66-75 minutes	$	$	$	$	$
(8) Check tape/DVD and script (will require 2 copies)	**Price for one copy.**				
	$	$	$	$	$
(9) Final digibeta Master of program with audio description (will require 2 copies)	**Price for one copy.**				
	$	$	$	$	$
(10) Digital file of audio description (will require 1 copy)	**Price for one copy.**				
	$	$	$	$	$

Spanish language

Price for translating, editing script, recording to picture, editing audio description track—based on the English language audio description script as quoted above. NPS provides Spanish Language DVD for use by writer.

(1) 15 minutes or shorter	$	$	$	$	$
(2) 16-25 minutes	$	$	$	$	$
(3) 26-35 minutes	$	$	$	$	$
(4) 36-45 minutes	$	$	$	$	$
(5) 46-55 minutes	$	$	$	$	$
(6) 56-65 minutes	$	$	$	$	$
(7) 66-75 minutes	$	$	$	$	$
(8) Check tape/DVD and script (will require 2 copies)	**Price for one copy.**				
	$	$	$	$	$
(9) Final digibeta Master of program with audio description (will require 2 copies)	**Price for one copy.**				
	$	$	$	$	$
(10) Digital file of audio description (will require 1 copy)	**Price for one copy.**				
	$	$	$	$	$

B. **MINIMUM AND MAXIMUM AMOUNTS**

(1) During the period specified in the "Ordering" clause, the contractor will be guaranteed a minimum workload of $2,500 and will contain a maximum workload limit of $25,000 during one year from the effective date of this contract.

(2) At the option of the government, this contract may be extended for an additional one-year term. If this option is exercised, the government will guarantee a minimum workload of $2,500 in the second year. The total guaranteed minimum ***cumulative*** workload will be $5,000 and the maximum ***cumulative*** workload will then become $50,000 for the total two-year contract period.

(3) At the option of the government, this contract may be extended for an additional one-year term. If this option is exercised, the government will guarantee a minimum workload of $2,500 in the third year. The total guaranteed minimum ***cumulative*** workload will be $7,500 and the maximum ***cumulative*** workload will then become $75,000 for the total three-year contract period.

(4) At the option of the government, this contract may be extended for an additional one-year term. If this option is exercised, the government will guarantee a minimum workload of $2,500 in the fourth year. The total guaranteed minimum ***cumulative*** workload will be $10,000 and the maximum ***cumulative*** workload will then become $100,000 for the total four-year contract period.

(5) At the option of the government, this contract may be extended for an additional one-year term. If this option is exercised, the government will guarantee a minimum workload of $2,500 in the fifth year. The total guaranteed minimum ***cumulative*** workload will be $12,500 and the maximum ***cumulative*** workload will then become $125,000 for the total five-year contract period.

(6) During the duration of the contract if the minimum workload is not met, in any year, the contractor agrees to carry over that amount to the following year.

(7) If a contractor declines to propose or declines work offered by the National Park Service at any time during the contract period, the estimated amount of the project will be subtracted against the minimum guaranteed workload limit in this contract.

I. BACKGROUND

The mission of the U.S. Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to Indian Tribes and our commitments to island communities. The Harpers Ferry Center, Audiovisual Arts, a unit of the National Park Service located in Harpers Ferry, West Virginia, provides audiovisual production and technical services for 390 units of the National Park Service. These services may also be supplied to other Bureaus of the Department and other Agencies of the Government. Learn more about the Harpers Ferry Center at www.hfc.nps.gov. Visitors at natural and historic sites, in visitor centers, historic structures, battlefields, and park areas enjoy indoor and outdoor exhibits, films, publications, and videos.

The National Park Service and Harpers Ferry Center are committed to providing interpretive media that is accessible to all potential users. Federal agencies must give disabled employees and members of the public access to information that is comparable to the access available to others without disabilities. Audio Description for media shall be consistent with the Rehabilitation Act of 1973, as amended (includes Section 508).

These contracts will provide parks with assistance in providing audio description services.

For the purpose of this contract, "audio description" is defined as including, but not limited to the following: audio description describes the visual content of a program. It provides individuals who are visually impaired with information that further describes the visual content not provided in the primary audio track. Audio description is provided as a separate audio track synchronized with the program's primary audio track.

These contracts are designed to respond to a need to establish nationwide support services for the National Park Service to provide audio description. Venues in which audio description may be provided are located within visitor centers; contact stations; and historic buildings such as homes, public buildings, forts, industrial buildings, and architectural monuments or memorials, as well as on DVDs provided for sale.

II. PURPOSE

The purpose of this contract is to provide audio description services.

III. SCOPE OF WORK

Independently, and not as an agent of the government, the contractor shall provide the National Park Service with all labor, materials, equipment, facilities, and travel (except as otherwise specified in this contract), necessary to provide audio description services. The scope of services includes both interior and exterior locations.

All work shall be completed in accordance with Attachment A, National Park Service Standard Specifications for Audio Descriptions, dated June 2008. Refer to the Rights in Data – Special Works clause at 52.227-17.

Work will be directed by the government through the issuance of individual task orders. In no event will the government be responsible for any work performed by the contractor that is not undertaken pursuant to a duly executed task order signed by the Contracting Officer. The government will furnish, as appropriate, required data, materials, and access to project information necessary to perform the planning and production of work as required.

WORK INCLUDES:

A. **Project Management:** Scheduling, coordinating, overseeing, and managing the work produced and delivered.

B. **Submittals and Reviews:** Provide all submittals and reviews in accordance with contract and individual task order requirements.

C. **Audio Description Process:** Provide audio description as required and in accordance with contract and individual task order requirements.

D. **Accessibility:** Performing all work under this contract in accordance with the Programmatic Accessibility Guidelines for National Park Service Interpretive Media dated October 2007.

IV. TIME FOR COMPLETION AND OPTION TO EXTEND THE CONTRACT TERM

A. This Indefinite Delivery Indefinite Quantity (IDIQ) contract will be for one year from the contract effective date. Task orders may be placed against the IDIQ contract at any time during the one year period even though the delivery under a particular task order may extend beyond the completion date of the IDIQ contract.

B. At the option of the government, this contract may be extended for four separate 12-month periods, by the Contracting Officer given written notice of extension to the contractor prior to the expiration date of this contract. The parties agree that upon issuance of a modification exercising each option year, the following changes will be made to the contract.

(1) The Scope of Work will remain unchanged.

(2) The Time for Completion specified in Paragraph A above will be extended by 12 months.

(3) The rates for services will be increased in accordance with the rates set forth in Section B, Supplies or Services and Prices/Costs.

(4) The guaranteed minimum will be increased as set forth in Section B.

C. The total duration of this contract, including the exercise of the option under this clause, will not exceed five years.

V. CONTRACTING OFFICER'S REPRESENTATIVE

The person named below is designated as the Contracting Officer's Representative (COR):

Mary Ann Kave
Producer-Director

The Contracting Officer's Representative is responsible for: (1) monitoring the contractor's technical progress including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Scope of Work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contracting Officer in the resolution of technical problems encountered during performance.

THE CONTRACTING OFFICER IS RESPONSIBLE FOR AND HAS THE SOLE AUTHORITY FOR DIRECTING AND/OR NEGOTIATING ANY CHANGES IN THE TERMS, CONDITIONS, OR AMOUNTS CITED IN THE CONTRACT. INCREASES IN THE SCOPE OF WORK SHALL BE APPROVED BY THE CONTRACTING OFFICER.

For guidance from the Contracting Officer's Representative to the contractor to be valid, it must: (1) be consistent with the description of the work set forth in this contract; (2) not constitute new assignment of work or change the expressed terms, conditions, or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; (4) not constitute a basis for any increase in the total contract value.

VI. GENERAL PROCEDURES FOR ORDERING, SELECTION AND ISSUANCE OF TASK ORDERS

Performance of this contract will be subject to the following Ordering and Selection Procedures, in accordance with FAR 16.505. In the event of conflict between a task order and the contract, the contract shall control.

A. SELECTION

The government intends to consider for award all like contractors that received an award under Solicitation Number N1143090002, considering any or all of the following factors:

(1) Comparable strengths of contractors;
(2) Level of creativity and skills;
(3) Availability of personnel;
(4) Past performance on earlier tasks;
(5) Level of quality and timeliness of deliverables;
(6) Continuity and/or continuation of a previous project; and
(7) Price.

B. PROCEDURE FOR REQUESTING AND RECEIVING COST PROPOSALS

Upon identification of a need, the government will issue a Request for Quotation (RFQ) to multiple IDIQ contract holders after considering the criteria in Paragraph A. The government may obtain either oral or written proposals from the selected contractor(s). To the extent possible, informal methods and streamlined electronic procedures will be used for obtaining this information. The request will designate (a) the task to be performed; (b) the time for completion or target date; (c) any other requirements specific or unique to the project; and (d)

the e-mail address or addresses where responses must be submitted.

The contractor(s) shall electronically submit a cost proposal using the latest version of Microsoft Word. The RFQ will include the deadline for submission. The minimum amount of time shall be within two working days after receipt of a request for quotation. The maximum amount of time is typically 10 working days.

C. **TASK ORDER AWARD**

Once a task order is awarded, all unsuccessful contractors will be notified orally or thru e-mail of the task order award. Work shall not begin on any task order without the execution by the Contracting Officer of a task order authorizing the work. In no event will the government be responsible for any work performed by the contractor that is not undertaken pursuant to a duly executed task order signed by the Contracting Officer. The government will furnish, as appropriate, required data, materials, and access to project information necessary to perform the planning and production of work as required. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and the contract, the contract shall control.

D. **TASK ORDER CONTRACT OMBUDSMAN**

The Task Order Contract Ombudsman is: Heidi Ernst, Chief of Contracting, National Park Service, Washington Contract and Procurement Office, 12795 West Alameda Parkway, P.O. Box 25287, Denver, Colorado 80225-0287.

In accordance with FAR 16.505 (b)(4), the Task Order Contract Ombudsman will review complaints from contractors regarding issuance of task orders for contract awards under Solicitation Number N1143090002.

VII. REVIEW AND APPROVAL

Unless otherwise specified in the task order, the following times for review and approval of submissions apply:

	ITEM DESCRIPTON	APPROVAL REQUIRED	WORKING DAYS REQUIRED FOR APPROVAL
1.	Draft audio script	Yes	10 days
2.	Rough cut DVD that includes the audio description in place	Yes	10 days

3.	Receipt of Digital Betacam and DVD master with final audio description recording, digital audio file backup, and as-recorded audio description script.	Yes	10 days

For the purpose of this contract 'working days' are referred to Monday through Friday, excluding weekends and holidays.

VIII. PACKAGING

Preservation, packaging, and packing for all shipments or mailing of all required deliverables shall be in accordance with good commercial practices. This shall include adequate packaging and marking to prevent deterioration and damage during shipment, handling, and storage and be adequate to ensure acceptance by common carrier and safe transportation at the most economical rates.

The F.O.B. Point for all work will be identified in each individual task order.

The shipment shall also be labeled to ensure easy routing at its destination. Information shall include a description of the packages contents. Information shall be rendered clearly, in permanent inks, and positioned to be readily apparent.

IX. INSPECTION AND ACCEPTANCE

All service and work performed under this contract shall be subject to inspection and acceptance by the designated Contracting Officer's Representative (COR) at any time during performance. If the COR determined that services, work or materials being furnished do not meet the required standards, the government reserves the right to have the work performed elsewhere, charging the contractor with costs involved, subject to the provisions of FAR 52.249-8.

X. GOVERNMENT-FURNISHED PROPERTY

The contractor shall be responsible for the security and protection of government-furnished property furnished to the contractor in connection with individual task orders (See FAR 52.245-2). Following acceptance of all work by the government, the contractor shall return to the Contracting Officer all government-furnished property (reference material furnished or used).

XI. LOSS OR DAMAGE

The contractor shall be liable for any loss or damage to any government property caused by negligence, theft, or willful misconduct of the contractor, his agents, servants, and employees, and shall indemnify and save the government harmless against all actions,

proceedings, claims, demands, costs, damages, and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or resulting from the performance of this contract. The contractor shall submit a full written report to the Contracting Officer within 24 hours following the occurrence of such damage, loss, or injury.

If due to fault, neglect, dishonesty of the contractor, his agency or employees, loss or damage to government property is incurred during the performance of this contract, the contractor shall be responsible for same. The government, at its option, may in lieu of repayment, require the contractor to replace at his own expense, all such property as directed by the Contracting Officer. Until the equipment is repaired or replaced, the contractor shall furnish similar, adequate replacement property and/or equipment at no charge to the government, within two working days of the date the equipment has been lost, stolen, or damaged.

XII. RIGHT TO PROCURE FROM OTHER SOURCES

The government, under the terms of this Indefinite Quantity Contract, retains the right to procure similar services from other sources during the period of this contract and any option thereto. Additionally, the government reserves the right to secure competitive bids, or pricing from other sources for work proposed under this contract.

XIII. KEY PERSONNEL

The individual(s) named below are considered "Key Personnel" for the performance of all requirements under this contract. The list of key personnel may not be amended during the course of the contract without the written approval of the Contracting Officer. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer and shall submit a justification (including proposed substitutions) in sufficient detail to permit evaluation of the effect on the program.

William V. Patterson
President

XIV. SUBMISSION OF INVOICES

Invoices shall be submitted in an original to the government office designated in this contract or the task order to receive invoices. To constitute a proper invoice, the invoice must include the following information:

A. Name and address of the contractor;

B. Taxpayer Identification Number (TIN);

C. Invoice date;

D. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number);

E. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;

F. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government Bills of lading;

G. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);

H. Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice;

I. Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

XV. PAYMENT DUE DATE

Payments under this contract will be due on the 30th calendar day after the latter of:

A. The date of actual receipt of a proper invoice in the office designated to receive the invoice **NOTE: THE GOVERNMENT WILL NOT TAKE RESPONSIBILITY FOR INVOICES MAILED OR HAND-CARRIED TO ANY OTHER ADDRESS**; or,

B. The date the supplies or services are accepted by the government.

Payment shall be considered to have been made on the specified payment date of the electronic fund transfer.

The National Park Service has entered into an agreement with the Treasury to make electronically paid remittance information available via the internet to vendors through a system called Payment Advice Internet Delivery (PAID). PAID is available at NO cost.

You can register on-line at http://fms.treas.gov/paid. Three payment delivery options are available: (1) web access only; (2) web access and e-mail notification when you receive a payment; and (3) web access and e-mail delivery of remittance information. Once registered, vendors can access their

remittance information by keying in a unique User ID and Password and querying the database. Banking information is not a part of PAID. Data should be available within 24 hours of the date of payment. It is retained for two months from the date of payment.

XVI. **ATTACHMENTS**

The following attachments are incorporated into and made a part of this contract:

Attachment A – National Park Service Standard Specifications for Audio Description dated June 2008 – 11 pages and Standards for Audio Description and Code of Professional Conduct for Describers dated August 2008 – 26 pages available at http://www.nps.gov/hfc/pdf/av/specs-audio-description.pdf

Attachment B – Programmatic Accessibility Guidelines for National Park Service Interpretive Media dated October 2007 – 89 pages (under revisions)

Attachment C – Harpers Ferry Center Frequently Asked Questions: Accessibility and Audiovisual Guidelines dated October 2007 – five pages available at http://www.nps.gov/hfc/products/av-accessibility.htm

Attachment D – Video and Multimedia Products Accessibility dated June 21, 2001 – four pages available at http://www.access-board.gov/sec508/guide/1194.24.htm