

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 73 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. 2000-N-00120	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 09/25/00	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Centers for Disease Control and Prevention (PGO) Contracts Management Branch 2920 Brandywine Rd, Rm 3000 Atlanta, GA 30341-5539		CODE 7523	8. ADDRESS OFFER TO (If other than Item 7) Approved as to Form and Legality: _____		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 2:00p local time 10/31/00
(Hour) (Date)

CAUTION—LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Deborah S. Fallick	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER: EXT: (770) 488-2602	C. E-MAIL ADDRESS dsf2@cdc.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND ADDRESS OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
15B. TELEPHONE NO. AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304@ () <input type="checkbox"/> 41 U.S.C. 253@ ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) Centers for Disease Control and Prevention (PGO) Contracts Management Branch 2920 Brandywine Rd, Rm 3000 Atlanta, GA 30341-5539		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT—Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies Or Services And Prices/Costs

B.1 HHSAR 352.232-74 Consideration—Estimated Cost and Fixed Fee (Apr 1984)

It is estimated that the total cost to the Government for full performance of this contract will be \$_____, of which the sum of \$_____ represents the estimated reimbursable costs and \$_____ represents the fixed-fee.

B.2 Time and Materials CLINS

Offerors shall provide fixed hourly rates for the labor categories listed in Section J.1 for the Basic Period of Performance and all Option Periods. Other Direct Costs (ODCs) such as materials, travel, and training shall be reimbursed on a cost reimbursement basis.

NOTE: Do not complete Section B of this Draft RFP. It is for informational purposes only.

Section C - Description/Specification/Work Statement

C.1 Statement of Work (Jul 1999)

The Contractor shall provide the necessary services and supplies as described in the Statement of Work, incorporated by reference in Section J.2.

Section D - Packaging And Marking
There are no provisions in Section D

Section E - Inspection And Acceptance

FAR SOURCE	TITLE AND DATE
52.246-4	Inspection of Services - Fixed-Price (Aug 1996)
52.246-5	Inspection of Services - Cost-Reimbursement (Apr 1984)
52.246-6	Inspection - Time-and-Materials and Labor Hour (Jan 1986)
52.246-16	Responsibility for Supplies (Apr 1984)

E.1 Inspection and Acceptance (Jul 1999)

Inspection and acceptance of the articles, services, and documentation called for in Task Orders and/or Work Orders shall be accomplished by the Contracting Officer, or his duly authorized representative (who for the purposes of this contract will be the Technical Monitor designated on the Task Order and/or Technical Contact designated on the Work Order) at the destination of the articles, services or documentation.

Section F - Deliveries Or Performance

Performance Start Date: 10/05/01

Performance End Date: 06/30/02

FAR SOURCE	TITLE AND DATE
52.242-15	Stop-Work Order (Aug 1989)
52.242-15 Alternate I	(Apr 1984)

F.1 Deliverable(s) Schedule (Jul 1999)

The Contractor shall deliver, within the time frames specified, Item(s) No. _____ to the Co-Project Officers at the addresses shown in Section G, and Item(s) No. _____ to the Contracting Officer at the address shown on the face page of the contract.

Item No.	Description	No. of Copies	Date of Delivery
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F.2 Period of Performance (Task/Delivery Order Contracts) (Jul 1999)

(a) Contract: The period of performance is anticipated to be a base period of performance of nine months, beginning on or about October 5, 2001 and ending June 30, 2002. Thereafter, the Government anticipates six 12-calendar month optional periods and one final option period which begins on or about July 1, 2008 and ends on or about September 28, 2008 so that the full term of the contract does not exceed 84 months. The effective date of the contract is shown on the face page of the contract. All option periods are exercised at the discretion of the Government.

(b) Task Orders: The time for completion for each task order shall be determined under each individual task order through the mutual agreement of the parties involved. Task orders under this contract may be awarded by the Contracting Officer at any time within the contract period. The actual performance of the work may extend beyond the contract period.

F.4 Place(s) of Performance (Jul 1999)

The Contractor shall perform all work under this contract at the locations identified in Section J.3.

Section G - Contract Administration Data

G.1 Payment by Electronic Funds Transfer (Jan 2000)

(a) The Government shall use electronic funds transfer to the maximum extent possible when making payments under this contract. FAR 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration, incorporated by reference in Section I, requires the contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

(b) The contractor shall make the designation by submitting the form titled “ACH Vendor/Miscellaneous Payment Enrollment Form” to the address indicated below. Note: The form is either attached to this contract (see Section J, List of Attachments) or may be obtained by contacting the Contracting Officer or the CDC Financial Management Office at (404) 687-6666.

(c) In cases where the contractor has previously provided such designation, i.e., pursuant to a prior contract/order, and been enrolled in the program, the form is not required.

(d) The completed form shall be mailed after award, but no later than 14 calendar days before an invoice is submitted, to the following address:

G.2 HHSAR 352.216-70 Negotiated Overhead Rates—Fixed (Apr 1984) (To be Included in Cost Reimbursement Task Orders)

(a) Notwithstanding the provisions of the clause entitled ‘Allowable Cost and Payment,’ the allowable indirect costs under this contract shall be obtained by applying negotiated fixed overhead rates for the applicable period(s) to bases agreed upon by the parties, as specified below. A negotiated fixed rate(s) is based on an estimate of the costs which will be incurred during the period for which the rate(s) applies. When the application of the negotiated fixed rates against the actual bases during a given fiscal period produces an amount greater or less than the indirect costs determined for such period, such greater or lesser amount(s) will be carried forward to a subsequent period.

(b) The Contractor, as soon as possible but no later than six months after the close of its fiscal year, or such other period as may be specified in the contract, shall submit to the Secretary or the duly authorized representative, with a copy to the cognizant audit activity, a proposed fixed overhead rate or rates based on the Contractor’s actual cost experience during the fiscal year, including adjustment, if any, for amounts carried forward, together with supporting cost data. Negotiation of fixed overhead rates, including carryforward adjustments, if any, by the Contractor and the Secretary, or the duly authorized representative, shall be undertaken as promptly as practicable after receipt of the Contractor’s proposal.

© Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Part 31 of the Federal Acquisition Regulation (FAR) as in effect on the date of this contract.

(d) The results of each negotiation shall be set forth in an amendment to this contract, which shall specify:

(1) the agreed fixed overhead rates,
(2) the bases to which the rates apply, (3) the fiscal year, unless the parties agreed to a different period, for which the rates apply, and (4) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs.

(e) Pending establishment of fixed overhead rates for any fiscal year or different period agreed to by the parties, the Contractor shall be reimbursed either at the rates fixed for the previous fiscal year or other period or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final rates for that fiscal year or other period are established.

(f) Any failure of the parties to agree on any fixed overhead rate or rates or to the amount of any carryforward adjustment under this clause shall not be considered a dispute concerning a question of fact for decision by the Contracting Officer within the meaning of the ‘Disputes’ clause of this contract. If for any fiscal year or other period specified in the contract, the parties fail to agree to a fixed overhead rate or rates, it is agreed that the allowable indirect costs under this contract shall be obtained by applying negotiated final overhead rates in accordance with the terms of the ‘Allowable Cost and Payment’ clause set forth in FAR 52.216-7, as in effect on the date of this

contract.

(g) Submission of proposed fixed, provisional, and/or final overhead rates, together with appropriate data in support thereof, to the Secretary or the duly authorized representative and agreements on fixed, provisional, and/or final overhead rates entered into between the Contractor and the Secretary or the duly authorized representative, as evidenced by Negotiated Overhead Rate Agreements signed by both parties, shall be deemed to satisfy the requirements of paragraphs (b), (d), and (e), of this clause.
(End of Clause)

G.3 Voucher Submission (Cost Reimbursement) (Mar 2000) (To be Included in Cost Reimbursement Task Orders)

(a) Contractor voucher requests for reimbursement shall conform to the form, format, and content requirements of the Billing Instructions for Negotiated Cost Type Contracts, made a part of the contract in Section J, as may be supplemented by specific instructions of the Contracting Officer.

(b) The Contractor shall submit an original and _____ of contract invoices/vouchers to the address shown below:

© The contractor is, is not, required to provide a copy of each of its voucher requests for reimbursement to the Project Officer (or to the Task Order Project Officer or Technical Monitor if this is a task order contract) concurrently with submission to the Contracting Officer.

(d) The Contractor shall, in addition to the above requirements, submit a detailed breakout of costs as supporting backup and shall place the following signed Contractor Certification on each invoice/voucher submitted under this contract:

I certify that this voucher reflects _____ request for reimbursement of allowable and allocable costs incurred in specific performance of work authorized under Contract _____ /Task _____, and that these costs are true and accurate to the best of my knowledge and belief.

(Original Signature of Authorized Official)
Typed Name and Title of Signatory

(e) The date of receipt of a proper invoice/voucher by the Contracting Officer shall be used for the purpose of Prompt Payment Act time computations.

G.4 Reimbursement of Cost (Jul 1999) (To be included in Cost Reimbursement Task Orders)

(a) For the performance of this contract, the Government shall reimburse the Contractor the cost (hereinafter referred to as allowable cost) determined by the Contracting Officer to be allowable in accordance with the clause entitled Allowable Cost and Payment in Section I, Contract Clauses. Examples of allowable costs include, but are not limited to, the following:

- (1) All direct materials and supplies which are used in the performing of the work provided for under the contract, including those purchased for subcontracts and purchase orders.
- (2) All direct labor, including supervisory, that is properly chargeable directly to the contract, plus fringe benefits.
- (3) All other items of cost budgeted for and accepted in the negotiation of this basic contract or modifications thereto.
- (4) Special expenditures which, upon request from the Contractor, the Contracting Officer approves as being an allowable cost under this contract.
- (5) All travel costs plus per diem or actual subsistence for personnel while in an actual travel status in direct performance of the work and services required under this contract. These costs will be in accordance with the Contractor's policy and subject to the following:

(i) Air travel shall be by the most direct route using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impractical (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expense offsetting the savings on fare, or would not make necessary connections).

(ii) Rail travel shall be by the most direct route, first class with lower berth or nearest equivalent.

(iii) Costs incurred for lodging, meals, and incidental expenses shall be considered reasonable and allowable to the extent that they do not exceed on a daily basis the per diem rates set forth in the Federal Joint Travel Regulation (JTR).

(iv) Travel via privately owned automobile shall be reimbursed at not more than the current General Services Administration (GSA) JTR established mileage rate.

(v) Consultant services in an amount not to exceed \$.

(b) Except as stated herein, the Contractor shall not incur costs unless the prior written authorization of the Contracting Officer has been obtained. When costs are incurred without such prior authorization, with the intent of claiming reimbursement as direct costs, it shall be at the contractor's risk.

G.5 Maximum Amount and Payment (Jul 1999) (To be Included in Time & Materials Task Orders)

(a) The maximum amount of the Government's liability under this Task Order shall not exceed \$ during performance of this Task Order.

(b) Payments will be made in accordance with FAR 52.232-7, "Payments Under Time And Materials And Labor Hour Contracts," incorporated by reference in Section I.

G.6 Payments (Jul 1999) (To be Included in Cost Reimbursement Task Orders)

The cost of the work to be performed by the Contractor under this Task Order (exclusive of the fixed-fee) is estimated at \$. The Contractor shall receive a fixed-fee of \$ for a total estimated cost-plus-fixed-fee of \$. The Contractor shall invoice for his fixed-fee in accordance with the clause of Section I entitled "Fixed-Fee" - FAR 52.216-08. Subject to the provisions of the clause entitled "Allowable Cost and Payment" of Section I, payments shall be made on a monthly basis as work progresses. After payment of 85% of the fixed-fee, as provided for in the clause entitled "Fixed-Fee" - FAR 52.216-08 of Section I, further payment on account of the fixed-fee shall be withheld until final payment.

G.7 Applicable Service Contract Act Wages (Jul 1999)

The attached Wage Determination, No. , dated , specifies hourly rates of wages that shall be paid to all employees performing work required under this contract. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Service Contract Act of 1965, as amended. (See FAR 52.222-41, incorporated by reference in Section I.)

G.8 Service Contract Act Wage Determination Requested (Jul 1999)

The Contracting Officer has furnished the required data to the Department of Labor and requested a wage determination. Any such determination received prior to contract award will be incorporated into this solicitation by amendment. If a Wage Determination is not received until after award of a contract, it will be incorporated into the contract by modification and the Contractor shall be required to comply with it retroactively, to the beginning date of the contract period. Any proposal for equitable adjustment associated with such post-award incorporation of a wage determination must be submitted within 30 calendar days after such incorporation.

G.9 Evaluation Of Contractor Performance (Service) (Jan 2000)

(a) Purpose

In accordance with FAR 42.1502, the Contractor's performance will be periodically evaluated by the Government, in order to provide current information for source selection purposes. These evaluations will therefore be marked "Source Selection Information."

(b) Performance Evaluation Period

The Contractor's performance will be evaluated at least annually.
© Evaluators

The performance evaluation will be completed jointly by the Co-Project Officers and the Contracting Officer.
(d) Performance Evaluation Factors

The contractor's performance will be evaluated in accordance with the attachment listed in Section J titled Performance Evaluation Report.
(e) Contractor Review

A copy of the evaluation will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor shall submit comments, rebutting statements, or additional information to the Contracting Officer within 30 calendar days after receipt of the evaluation.
(f) Resolving Disagreements Between the Government and the Contractor

Disagreements between the parties regarding the evaluation will be reviewed at a level above the Contracting Officer. The ultimate conclusion on the performance evaluation is a decision of the contracting agency. Copies of the evaluation, contractor's response, and review comments, if any, will be retained as part of the evaluation.
(g) Release of Contractor Performance Evaluation Information

The completed evaluation will not be released to other than Government personnel and the contractor whose performance is being evaluated. Disclosure of such information could cause harm both to the commercial interest of the Government and to the competitive position of the contractor being evaluated as well as impede the efficiency of Government operations.
(i) Source Selection Information

Departments and agencies may share past performance information with other Government departments and agencies when requested to support future award decisions. The information may be provided through interview and/or by sending the evaluation and comment document to the requesting source selection official.
(j) Retention Period

The agency will retain past performance information for a maximum period of three years after completion of contract performance for the purpose of providing source selection information for future contract awards.

G.10 Co-Project Officers/Technical Monitors/Technical Contacts (Jan 2000)

(a) Performance of the Task Order work hereunder shall be subject to the technical direction of the Technical Monitor designated on the Task order and/or the Technical Contact designated on the Work Order. Co-Project Officers have responsibilities at the contract level and will act on behalf of the Government at the Task Order/Work Order levels when needed.

(b) As used herein, technical directions are directions to the Contractor which fill in details, suggests possible lines of inquiry, or otherwise completes the general scope of work set forth herein. These technical directions must be within the general scope of work, and may not alter the scope of work or cause changes of such a nature as to justify an adjustment in the stated Task Order/Work Order price/cost, or any stated limitation thereof. In the event that the Contractor feels that full implementation of any of these directions may exceed the scope of the Task Order/Work Order, he or she shall notify the originator of the technical direction and the Contracting Officer in a letter separate of any required report(s) within two (2) weeks of the date of receipt of the technical direction and no action shall be taken pursuant to the direction. If the Contractor fails to provide the required notification within the said two (2) week period that any technical direction exceeds the scope of the Task Order/Work Order, then it shall be deemed for purposes of this contract that the technical direction was within the scope. No technical direction, nor its fulfillment, shall alter or abrogate the rights and obligations fixed in this contract for Task Orders and/or Work Orders.

© The Government Co-Project Officers are not authorized to change any of the terms and conditions of this contract. Changes shall be made only by the Contracting Officer by properly written modification(s) to the contract.

(d) The Government will provide the Contractor with a copy of the delegation memorandum for the Project Officer. Any changes in Project Officer delegation will be made by the Contracting Officer in writing with a copy

being furnished to the Contractor.

G.11 Contracting Officer (Jul 1999)

(a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.

(b) No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Contracting Officer, which may be received from any person employed by the United States Government, or otherwise, shall be considered grounds for deviation from any stipulation of this contract.

G.12 Contract Communications/Correspondence (Jul 1999)

The Contractor shall identify all correspondence, reports, and other data pertinent to this contract by imprinting thereon the contract number from Page 1 of the contract.

G.13 Property Administration

Patricia A. Fisher, Centers for Disease Control and Prevention, Material Management Branch, 4998-C South Royal Atlanta Drive, Tucker, Georgia 30084, is hereby designated as the Property Administrator for this contract. The Contractor agrees to furnish information regarding the Government property under this contract to the Property Administrator, an authorized representative, or duly designated successors. The Contractor agrees to identify each item of equipment furnished by the Government to the Contractor or acquired by the Contractor using contract funds, with a suitable decal, tag, or other marking, as prescribed by the Property Administrator.

G.14 Subcontracting Program Reports

(a) The Contractor shall submit the reports listed below in accordance with the instructions and within the time periods specified on the report forms:

- (1) Standard Form 294 (10-95), Subcontracting Report for Individual Contracts.
- (2) Standard Form 295 (10-95), Summary Subcontract Report

(b) In addition to the reporting information specified on the report forms, the Contractor shall provide, in the "Remarks" block of each Standard form 294 submitted, a narrative of the progress made in fulfilling the small business and small disadvantaged business subcontracting goals contained in its approved plan.

(c) ©The Contractor shall report to the Contracting Officer any difficulties encountered in achieving the goals and shall describe the action being taken to overcome the difficulties.

G.15 Small Disadvantaged Business (SDB) Participation Targets and Reporting

In accordance with the contractor's proposal dated _____, the following small disadvantaged business participation targets are established for the performance of this contract:

<u>Name of Small Disadvantaged Business</u>	<u>SIC Major Group</u>	<u>Participation Target Percentage</u>
(To be completed at the time of contract award)		

The Contractor shall notify the Contracting Officer in writing of any substitutions.

The Contractor shall report on the participation of SDB concerns at contract completion. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information.

At contract completion, the Contracting Officer will compare the target percentages of each proposed SDB participant to the actual percentage of SDB participation to determine if the Contractor met its SDB participation targets during the contract period. The actual percentage of SDB participation will be based on the total contract amount as calculated through the issuance of individual task orders.

Section H - Special Contract Requirements

H.1 Security Clearance Requirements (Jul 1999)

(a) Definitions.

“Employees” means both contractor and subcontractor employees unless otherwise noted:

The phrase “CDC owned or leased facilities” includes ATSDR, NIOSH/PRC/Pittsburgh, Pa.; NIOSH/Morgantown, W.V.; NIOSH/SRC/Spokane, Wa.; NIOSH/Cincinnati, Ohio; NCHS/Research Triangle Park, N.C.; NCHS/Hyattsville, Md. NCID/Fort Collins, Colorado; NCID/Anchorage, Alaska, and NCID/San Juan, Puerto Rico.

(b) General

All contract employees who will be performing work under this contract on-site (i.e., in a CDC owned or leased facility) for a period exceeding 90 days in duration (45 days if employee is designated to work in Building 10, 15, or 17 at 1600 Clifton Road, Atlanta, GA, or at CDC’s Lawrenceville, GA facility) shall receive a favorable suitability determination prior to reporting to work at an on-site facility. Any contract employee(s) who cannot obtain a favorable suitability determination, will not be permitted to work at an on-site facility (see paragraph B below on temporary determinations.)

The Contractor shall be responsible for managing its workforce to ensure that sufficient contract employees who meet all suitability requirements are available to perform the duties required under the contract. New or replacement contract employees must have previously received a favorable suitability determination in sufficient time to perform work at an on-site facility under the contract. If it has been over one (1) year since a contract employee has worked in a position on a Federal contract for which a security clearance was required, a new National Agency Check and Inquiry (NACI) must be obtained.

© Temporary Determinations/Clearances

The Contracting Officer may, as appropriate, authorize and grant temporary suitability determinations to contract employees. However, the granting of a temporary determination shall not be considered as assurance that full clearance will follow. The granting of a temporary determination shall not prevent, preclude or bar the withdrawal or termination of any temporary determination. Prior to the Government’s issuance of a temporary determination, the Contractor shall obtain and provide to the Contracting Officer a state-wide criminal records check for all on-site contract employees. The Contractor shall also obtain and provide to the Contracting Officer a state-wide motor vehicle violations check for any contract employee required to operate a motor vehicle as part of their duties under the contract at an on-site facility. All criminal record checks and motor vehicle violation checks shall cover a twelve (12) month period beginning twelve (12) months prior to the date of the contract award. Criminal record checks and motor vehicle violation checks may be obtained through local state, county or city law enforcement agencies at contract employees place of residence. Where state-wide criminal record and motor vehicle violation systems are not available, county-wide or city-wide checks may be substituted. All substitutions shall be certified by the law enforcement agency that a state-wide criminal record system is not available.

(d) Required Information for NACI Clearance:

Unless otherwise specified, the Contractor shall submit the completed forms specified below to the appropriate office as directed by the Contracting Officer not later than 5 calendar days from the effective date of the contract. Items (1) through (6) must be completed by contract employees who require access to on-site facilities in the performance of the contract. Additionally, the contractor shall furnish, on a monthly basis, item (7) (if the information requested in Item (7) is provided as part of the Contractor’s standard invoice, no

additional submission is required). The Government will furnish the necessary forms to the Contractor.

(1) two (2) completed Forms FD-258, "FBI Fingerprint Charts"***

(2) one (1) completed Standard Form 85, "Questionnaire for Non-Sensitive Positions"

(3) one (1) completed "Declaration for Enrollment"

(4) one (1) resume or curriculum vitae or completed job application form

(5) one (1) copy of the state-wide criminal records check

(6) one (1) copy of the motor vehicle violations check (when applicable)

(7) a complete listing of all current Contractor and Subcontractor on-site employees by name, work location and employer.

***The CDC, Human Resource Management Offices (HRMO) have the necessary equipment to complete fingerprint charts (FD-258). The Contractor may contact the Contracting Officer for arrangements regarding utilization of the HRMO fingerprinting equipment. The fingerprint charts may also be completed through a local state, county or city law enforcement agency at the employee's place of residence.

Using the required information specified above, a National Agency Check and Inquiry (NACI) will be processed by the CDC through the Office of Personnel Management and the Federal Bureau of Investigations (OPM/FBI) on each contract employee who will be performing duties on-site.

(e) Removal of Contractor Employees

The Contracting Officer may request the Contractor to immediately remove any contract employee from the on-site facility who has failed to receive a suitability determination and whose continued employment is deemed contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well being or operational mission of the on-site facility and its population. The Contracting Officer may also request the Contractor to immediately remove any contract employee from the on-site facility should it be determined that the individuals are being assigned to duty who have been disqualified for suitability reasons, or who are found to be unfit for performing duties during their tour(s) of duty. Contract employees who are requested to be removed from the on-site facility are required to leave the work site immediately.

The Contracting Officer will make all determinations regarding the removal of any contract employee from the on-site facility, except under certain conditions. When a Contracting Officer is not available, either during the day or after normal business hours, or in situations where a delay would not be in the best interest of the Government, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population, the Project Officer will have the authority to direct immediate removal of the contractor employee from the on-site facility. The Contracting Officer shall subsequently provide the official notification to the Contractor for removal of a contract employee from the CDC facility. When removal is directed due to a nonsuitability determination as a result of the NACI, no further information will be provided. If removal is directed for other reasons relating to specific conduct of the employee during performance of the work, the Contracting Officer's official notification will provide information as to these reasons.

(f) Identification Badges/Cardkey Access:

(1) Identification Badges:

The Contractor shall require each contract employee who has been authorized unescorted access to an on-site facility, either through the temporary clearance process or the formal NACI process, to display an identification badge as required and furnished by the CDC. The Contractor shall submit to the Project Officer a completed Identification Badge Request Form (CDC Form 0.1137) for each contract employee who has been authorized unescorted access to a on-site facility. Contact the Project Officer for details on additional procedures, specific addresses and hours of business for issuance of Identification Badges for all other CDC locations.

(2) Cardkey Access:

Unescorted access to certain on-site facilities at CDC may only be gained through the use of a Cardkey. If a contract employee has been determined to need regular unescorted access to one of the Cardkey access designated areas, a Cardkey Request Form (CDC Form 0.834) must be completed and submitted to the Project Officer for written approval. Contact the Project Officer for details of procedures and specific addresses and hours of business for issuance of Cardkey Access.

(3) Return of Identification Badges/Cardkeys

The Contractor shall arrange for the return of any employee identification badges and/or cardkeys immediately upon their separation of the duties at the on-site facility. Contact the Project Officer for location of the depositories for the return of badges. Cardkeys shall be returned to the appropriate Physical Security Activity Office.

H.2 Prohibition on the Use of Appropriated Funds for Lobbying Activities (Jul 1999)

The contractor is hereby notified of the restrictions on the use of Department of Health and Human Service's funding for lobbying of Federal, State and Local legislative bodies.

Section 1352 of Title 10, United States Code (Public Law 101-121, effective 12/23/89), among other things, prohibits a recipient (and their subcontractors) of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds (other than profits from a federal contract) to pay 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 in connection with any of the following covered Federal actions; the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement. For additional information of prohibitions against lobbying activities, see FAR Subpart 3.8 and FAR Clause 52.203-12. In addition, the current Department of Health and Human Services Appropriations Act provides that no part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support, or defeat legislation pending before the Congress, or any State or Local legislature except in presentation to the Congress, or any State or Local legislative body itself.

The current Department of Health and Human Services Appropriations Act also provides that no part of any appropriation contained in this Act shall be used to pay the salary or expenses of any contract or grant recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress, or any State or Local legislature.

H.3 Smoke Free Environment (Jul 1999)

In compliance with Department of Health and Human Services (DHHS) regulations, all contractor personnel performing work within CDC/ATSDR facilities shall observe the CDC/ATSDR smoke-free working environment policy at all times. This policy prohibits smoking in all CDC/ATSDR buildings and in front of buildings which are open to the public. This policy is also applicable to contractor personnel who do not work full-time within CDC/ATSDR facilities, but are attending meetings within CDC/ATSDR facilities.

H.4 Representations, Certifications and Other Statements of Offerors (Jul 1999)

The Representations, Certifications and Other Statements of Offerors submitted by _____ dated _____ are hereby incorporated by reference, with the same force and effect as if they were given in full text.

H.5 Task Order Clause Applicability (Feb 2000)

Some or all of the following special provisions are applicable only to the extent indicated in individual task orders:

- (a) Data Collection Approval
- (b) Privacy Act
- © Printing Restrictions
- (d) Automated Information Systems (AIS) Security
- (e) Contractor Security Requirements

H.6 Privacy Act Applicability (Apr 2000)

(a) Notification is hereby given that the Contractor and its employees are subject to criminal penalties for violation of the Privacy Act to the same extent as employees of the Government. The Contractor shall assure that each of its employees knows the prescribed rules of conduct and that each is aware that he or she can be subjected to criminal penalty for violation of the Act. A copy of 45 CFR Part 5b, Privacy Act Regulations, may be obtained at

(b) The Project Officer is hereby designated as the official who is responsible for monitoring contractor compliance with the Privacy Act.

© The Contractor shall follow the Privacy Act guidance as contained in the Privacy Act system notice provided in Section J, List of Attachments.

H.7 Minimum Required Insurance (Jul 1999)

In accordance with FAR 52.228-5, Insurance, Work on a Government Installation, incorporated by reference in Section I, the Contractor shall furnish a certificate of insurance of the following types and minimum amounts which shall be obtained and maintained during the entire period of performance of this contract:

(a) Workman’s Compensation and Employees Liability Insurance - as specified by applicable statute, but not less than \$100,000;

(b) General Liability Insurance - Bodily Injury Liability - \$500,000 per occurrence;

© Automobile Liability Insurance - \$200,000 per person, \$500,000 per occurrence bodily injury; \$20,000 per occurrence property damage.

NOTE: IF WORK UNDER THIS CONTRACT INCLUDES ASBESTOS ABATEMENT, THE INSURANCE COVERAGE CERTIFICATE SHALL INCLUDE A STATEMENT THAT CARRIER UNDERSTANDS THIS PROJECT INCLUDES ASBESTOS ABATEMENT WORK.

H.8 Year 2000 Compliance (Jul 1999)

Unless elsewhere exempted, information technology (if any) to be acquired under this contract/purchase order, which will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant as defined in Federal Acquisition Regulation Part 39.002.

H.9 HHSAR 352.270-5 Key Personnel (Apr 1984)

The personnel specified in this contract are considered to be essential to the work being performed hereunder. CDC acknowledges that a proposer may include subcontractor personnel as Key Personnel. If such is the case, the offeror must insure that the work performed by any Key Personnel is the work described for the labor category. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be modified from time to time during the course of the contract to either add or delete personnel, as appropriate. If any of the key personnel named in the contract are employees of subcontractors, or during contract performance, new or proposed subcontractors, the Contractor shall include this clause in all such subcontracts

Program Director
Program Manager

H.10 Government Property (Jan 2000)

(a) Government-Furnished Property (GFP). The Government reserves the right to supply the Contractor, as Government-furnished property, any additional supplies, equipment, and materials determined by the Contracting Officer to be necessary and in the best interest of the Government in the performance of this contract provided the property is furnished, or the Contractor is notified of the Government's intent to furnish it, prior to the Contractor's commitment to acquire such items.

(b) Contractor-Acquired Property (CAP). Regardless of the place of performance, when the costs of such items will be charged to the contract, the Contractor must receive written consent from the Contracting Officer prior to purchase of any item which requires such consent under FAR 52.244-2 (see Section I, FAR 52.244-2, paragraphs (c), (d) and (e)).

© If performance of this contract is within and on Government facilities, and the Government-furnished property or contractor-acquired property is for use only within or on the Government facilities, the control and accountable record keeping for such property shall be retained by the Government (see FAR 52.254-1, Property Records). The Contractor shall remain accountable for loss or damage, but will not be required to submit an annual inventory or place its own bar codes on the items. The Government will provide property labels and other identification for contractor-acquired Government property under this paragraph.

(d) If performance of this contract is not within Government facilities, and there is either Government-furnished property or contractor-acquired property being used in performance of the work, the Contractor shall be responsible for the control and accountable record keeping for such property in accordance with FAR Subpart 45.5 as supplemented by HHS Publication (OS) 74.115 entitled "Contractor's Guide for Control of Government Property," a copy of which will be provided upon request.

(e) The Chief of Material Management Branch, PGO, Centers for Disease Control and Prevention (CDC), is hereby designated as the Property Administrator for this contract. The Contractor agrees to furnish information regarding the Government property under this contract to the Property Administrator, an authorized representative, or a duly designated successor(s). The Contractor shall identify each item of equipment furnished by the Government to the Contractor or acquired by the Contractor using contract funds, with a suitable decal, tag, or other marking, as prescribed by the Property Administrator, and shall follow the guidance set forth in the "Contractor's Guide for Control of Government Property."

H.11 Payment of Overtime Premiums

In accordance with FAR 52.222-2, Payment for Overtime Premiums, the use of overtime is authorized if the overtime hours do not exceed _____ hours per contract period of performance.

H.12 Incorporation of Technical Proposal

The technical proposal dated _____ in response to RFP 2000-N-00120 is incorporated into the contract by reference. The Contractor shall perform the work substantially as set forth in the technical proposal. Any revisions to the technical proposal that would significantly alter the technical approach must be approved in writing by the Contracting Officer. In the event of a conflict between Section C, Statement of Work, and the Contractor's technical proposal, Section C shall take precedence.

H.13 Government Property

The Government reserves the right to supply the Contractor, as Government-furnished property, any supplies, equipment, software, and materials determined by the Contracting Officer to be necessary and in the best interest of the Government in the performance of this contract provided the property is furnished, or the Contractor is notified of the Government's intent to furnish it, prior to the Contracting Officer's commitment therefor. A listing of Government Furnished Property is furnished in Sections J.21 and J.22. Title to all property furnished by the Government shall vest in the Government.

H.14 Identification of Data

The Contractor shall identify the technical data delivered to the Government as required by this contract with the number of the contract and the name and address of the Contractor and subcontractor, should that be the case, who generated the data.

H.15 Data Subject to Confidentiality Requirements

The type(s) of data subject to the clause at 352.224-70, Confidentiality of Information, which has been incorporated by reference in Section I, are as follows:

All data to which the Contractor's employees and/or subcontractors and their employees have access as a result of performance of this contract, which is classified as being of either moderate or high sensitivity.

H.16 Training of Contract Employees

The Contractor's staff may be required to attend CDC-provided security training and other technical training, as determined to be in the best interest of the Government. This may include authorizing Contractor employees to attend training provided through the CDC Employee Development Branch, or authorizing the Contractor to obtain training from outside sources.

H.17 Technical Competence

Contractor personnel must 1) meet the minimum qualification requirements described in Section J.18; 2) meet the specialized qualifications specified in the task order; and 3) be capable of performing the functions described in a competent and professional manner.

Resumes for the personnel to be assigned to task orders must be submitted to the Government for verification of the above on a case-by-case basis as determined by the Government. If the provided resumes are insufficient to verify the required qualifications, the Technical Monitor, Co-Project Officers, or Contracting Officer may request additional information from the Contractor as may be necessary.

Should the continued assignment of any person in the Contractor's organization be deemed to be not in the Government's best interests, that person shall be immediately removed from the assignment. The Contractor's employees and subcontractors and their employees will adhere to the Government Standards of Conduct.

H.18 Organizational Conflicts of Interest – Special Clause

(a) The primary purpose of this clause is to aid in ensuring that the contractors (1) are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity.

© The contractor shall be ineligible to participate in any capacity in CDC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any consulting or support services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this clause shall preclude the contractor from competing for follow-on contracts for support services.

(d) If the contractor under this contract prepares a complete or essentially complete statement of work or specification (including product description) to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specification.

(e) Nothing in this clause shall preclude the contractor from offering or selling its standard commercial items to the Government, provided that such sale is not the result of any analysis or recommendations made to the Government under this contract.

(f) If the contractor, in the performance of this contract, obtains access to information or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the CDC based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first; © submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (d) release such information unless such information has previously or otherwise made available to the public by CDC.

(g) The contractor shall have, subject to patent, data, and security provisions of this contract, the right to use

technical data it first produces under this contract for its private purpose consistent with the Rights in Data provisions of this contract.

- (h) The contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, an immediate and full disclosure shall be made in writing to the Contracting Officer which shall include a description of the action which the contractor has taken or proposed to take to avoid or mitigate such conflicts.
- (i) The contractor shall include this clause, including this subparagraph, in subcontracts of any tier which may involve technical consulting or management support services.
- (j) For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.
- (k) Requests for waiver under this clause shall be made direct, in writing, to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.

H.19 Automatic Data Processing Equipment (ADPE) Leasing

- (a) If the Contractor leases ADPE equipment for use under this contract the Contractor shall include a provision in the rental contract stating that the government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ADPE equipment vendor and to realize any other benefits earned through rental payments.
- (b) The Contractor shall furnish a copy of the rental contract to the Contracting Officer.

H.20 Observance of Legal Holidays (Contractor Facilities)

Government personnel observe the listed days as holidays:

Washington’s Birthday	Memorial Day
Independence Day	Labor Day
Veterans’ Day	Thanksgiving Day
Christmas Day	New Year’s Day
Columbus Day	Martin Luther King Day

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by Presidential proclamation

The contractor shall observe the above holidays on the date observed by the Government. It is understood and agreed between the Government and the Contractor that observance of such days by government personnel shall not “on-its-face” be cause for an additional period of performance, or entitlement of compensation except as set forth within the contract.

All personnel assigned to this contract shall limit their observation of holidays to those set forth above or the alternatives set forth under the U.S. Department of Labor Service Contract Act of 1965, as amended.

In each instance, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his duly authorized representative.

H.21 Observance of Legal Holidays and Administrative Leave (Government Facilities Performance)

Government personnel observe the listed days as holidays:

Washington’s Birthday	Memorial Day
Independence Day	Labor Day
Veterans’ Day	Thanksgiving Day
Christmas Day	New Year’s Day
Columbus Day	Martin Luther King Day

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by Presidential proclamation

The Contractor shall observe the above holidays on the date observed by the Government. It is understood and agreed between the Government and the Contractor that observance of such days by government personnel shall not “on-its-face” be cause for an additional period of performance, or entitlement of compensation except as set forth within the contract. Contractor employees performing duties at Government sites are automatically relieved from duty by virtue of the fact that government employees are dismissed early or given the day off, and it will be without loss to the Contractor in accordance with the payment method set forth in the paragraph below. No form of holiday or other premium compensation will be reimbursed; however, this does not preclude reimbursement for authorized overtime work.

Further, when the Government grants administrative leave to its employees, contractor personnel shall also be dismissed. When administrative leave is granted to contractor personnel assigned on-site as a result of inclement weather, potentially hazardous conditions, and other special circumstances, etc., it will be without loss to the Contractor. In this instance, the cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of indirect cost for employees whose regular time is normally charged indirect (in accordance with the contractor’s accounting policy). In each instance, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his duly appointed representative.

All personnel assigned to this contract shall limit their observation of holidays to those set forth above or the alternatives set forth under the U.S. Department of Labor Service Contract Act of 1965, as amended.

H.22 Software Made Available for Contractor’s Use

- (a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this contract.
- (b) The Contractor recognizes and acknowledges that software or data contained therein may be proprietary and confidential to a third party.
- © The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.
- (d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this contract, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of CDC’s licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.
- (e) Paragraphs (a) through (d) of this clause shall flow down to all subcontracts.
- (f) Utilization of software and data contained therein is also subject to HHSAR 352.224-70, Confidentiality of Information.

H.23 Warranty Exclusion and Limitation of Damages – Special Provision

Except as expressly set forth in writing in this agreement and except for the implied warranty of merchantability, there are no warranties expressed or implied.

In no event will the contractor be liable to the Government for consequential damages as defined in the Uniform Commercial Code, Section 2.715, in effect in the District of Columbia as of January 1, 1973, i.e., --
Consequential damages resulting from the seller’s breach include—

- (a) Any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and
- (b) Injury to persons or property proximately resulting from any breach of warranty.

H.24 Contractor Acquired Property

The Contractor may be authorized to purchase under other direct costs the following:
Software manuals for development or support purposes only; and Purchase or rental of unique hardware and software (not specified in the statement of work) for development or support purposes.
Contractor shall, if requested, provide proof of license of all software used in performance of this contract. Only licensed software and in-house developed code (including Government and contractor developed) shall be used on CDC systems. No public domain, shareware, or bulletin board software shall be installed unless prior written approval is obtained from the Contracting Officer or Co-Project Officers.

H.25 Automated Information Systems Security Requirements

(a) General

CDC has instituted an Automated Information System (AIS) Security program as defined in the DHHS Information Resources Management (IRM) Manual, Part 6, AIS Security Program Handbook and other applicable regulations, requirements, and restrictions pertaining to AIS security. By accepting this contract, the Contractor providing application systems or Federal information Processing (FIP) resources to CDC, a component of the Department of Health and Human Services (DHHS), agrees to comply with the applicable AIS security policy. The Contractor shall include this requirement in any subcontract awarded under this prime contract. Failure to comply with said requirements may constitute cause for termination for default.

(b) Employee Security Clearances

Contractor employees in AIS-related positions must comply with the criteria for assigning risk level designations in the Federal Personnel Manual (FPM), Section 731, "Personnel Suitability". A copy will be provided upon award of the contract. These designations shall be determined by the CDC Information Systems Security Officer and the CDC Co-Project Officers.

Contractor employees assigned to a 6C (high risk) position are subject to a Background Investigation (BI). Contractor employees assigned to a level 5C (Moderate Risk) position, with no previous investigation and approval, must undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), or possibly a Limited Background Investigation (LBI). Contractor employees assigned to a Level 1C position (Low Risk or Nonsensitive) are subject to a National Agency Check and Inquiry (NACI). Contractor employees who have previously been investigated and approved (by another approved agency or organization under appropriate authority for processing investigations), within the past five years, may only need to be subject to an updated or upgraded investigation.

Verification of these clearances, e.g., duplicate copies of processed forms verifying processing under Section 3(a) of Executive Order 10450, must be submitted to the Contracting Officer for verification. The contractor must submit to the Contracting Officer copies of the following forms for employees who do not already have the required clearances:

- (1) Standard Form 85-P, "Questionnaire for Public Trust Positions"
- (2) Standard Form FD 258, "Finger Print Form"

Personnel without required security clearances cannot perform any contract work unless they are escorted by Government personnel while on site.

© Non-Disclosure Agreement Requirements

Contractor employees must sign a written non-disclosure agreement before data and information otherwise exempt from public disclosure (e.g. Privacy Act or Data Collected Under an assurance of Confidentiality) may be disclosed to them. A sample disclosure statement is provided as Attachment J.14. In addition to the non-disclosure agreement, the Contractor shall establish and follow the security precautions considered by CDC to be necessary to ensure proper and confidential handling of data and information. This information is more specifically addressed in the DHHS Automated Information Systems Security Program (AISSP) Handbook.

(d) Compliance Monitoring

Upon completion of the work of this contract, or of each task order issued under the contract, including delivery of all required deliverables, the contractor shall submit to the Contracting Officer a statement certifying that the data processed during the performance of this contract has been purged from all data storage components of its computer facilities, including system backups, and no output has been retained by the contractor. If immediate purging is not possible, the contractor shall certify that any CDC data remaining in any storage component, including system backups, will be safeguarded to prevent any unauthorized disclosure.

(h) **Miscellaneous**

The details of any security safeguards that the contractor may design or develop under this contract are the property of the Government and shall not be published or disclosed in any manner without the Contracting Officer's written consent. Likewise, the details of any security safeguards that may be revealed to the Contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's written consent. Any information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such materials shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an authorized officer or employee of the contractor shall require written approval of the Contracting Officer.

Any information with personal identifiers shall be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output shall be given the same level of protection as required for the source materials.

H.26 Warranty of Services – Special Provision

The Contractor warrants that the software, programming, applications, databases, and systems that are being designed, developed, or modified under this contract shall include design and performance so the licensee shall not experience software abnormally ending and/or invalid and/or incorrect results from the software in the operation of the business of the licensee before, during, or after the Year 2000 change. The software design to ensure Year 2000 compatibility shall include, but not be limited to, date data century recognition, calculations that accommodate same century and multicentury formulas and data values, and data interface values that reflect the century.

H.27 Technology Refreshment

It is anticipated that during the life of the contract, new and enhanced information and data processing technologies will become commercially available. The Contractor shall research, test, evaluate new technologies and provide presentations to CDC relative to these technologies. Within 30 days after commercial announcement of new components or services that can be technically added to or substituted for the technologies serving CDC/ATSDR's users, the Contractor shall provide descriptive technical and cost information to the CDC/ATSDR Co-Project Officer(s) or designated representative for review and consideration. These technologies may be accepted at the option of the Government, provided at least equivalent performance with economic benefits or significantly enhanced performance accrues to the Government.

The introduction of commercially available software, hardware, and equipment into an existing system may result in the temporary degradation of the system's performance. When this condition occurs, it creates processing delays and increases costs to the users. To limit the effects of such occurrences, the Contractor shall obtain the written approval of the Contracting Officer, or a duly authorized representative, prior to the introduction of software, hardware, and equipment into the system. The purpose of this requirement serves to notify the Government of the contemplated change and to allow sufficient dialogue between both parties as to the potential impact of the change. The Government will review the potential impact of any software package on the operations of the systems supporting this contract and determine the acceptability of the addition to the current operating environment.

Section I-1 - Clauses Incorporated By Reference FOR COST REIMBURSEMENT PORTION TASK ORDERS

I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://farsite.hill.af.mil/vffar/htm>

FAR SOURCE	TITLE AND DATE
52.202-1	Definitions (Oct 1995)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.215-2	Country Audit and Records—Negotiation (Jun 1999)
52.215-2 Alternate II	(Apr 1998)
52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data—Modifications (Oct 1997)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (Oct 1997)
52.216-7	Allowable Cost and Payment (Mar 2000)
52.216-8	Fixed Fee (Mar 1997)
52.219-8	Utilization of Small Business Concerns (Oct 1999)
52.219-24	Small Disadvantaged Business Participation Program—Targets (Jan 1999)
52.219-25	Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-2	Payment for Overtime Premiums (Jul 1990)
52.222-3	Convict Labor (Aug 1996)
52.222-26	Equal Opportunity (Feb 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)
52.222-41	Service Contract Act of 1965, as Amended (May 1989)

52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989)
52.223-6	Drug-Free Workplace (Jan 1997)
52.225-3	Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program (Feb 2000)
52.225-21	Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program (Jan 1997)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-3	Patent Indemnity (Apr 1984)
52.227-17	Rights in Data—Special Works (Jun 1987)
52.228-5	Insurance—Work on a Government Installation (Jan 1997)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-20	Limitation of Cost (Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Jun 1997)
52.232-34	Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)
52.233-1	Disputes (Dec 1998)
52.233-3 Alternate I	(Jun 1985)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (Oct 1995)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (Jul 1995)
52.243-2	Changes—Cost-Reimbursement (Apr 1987)
52.243-2 Alternate II	(Apr 1984)
52.244-5	Competition in Subcontracting (Dec 1996)
52.245-1	Property Records (Apr 1984)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986)
52.245-5 Alternate I	(Jul 1985)
52.246-25	Limitation of Liability—Services (Feb 1997)
52.249-6	Termination (Cost-Reimbursement) (Sep 1996)
52.249-14	Excusable Delays (Apr 1984)

52.251-1	Government Supply Sources (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
HHSAR SOURCE	TITLE AND DATE
352.216-72	Additional Cost Principles (Oct 1990)
352.224-70	Confidentiality of Information (Apr 1984)
352.228-7	Insurance – Liability to Third Persons (Dec 1991)
352.228-7 Alternate I	(Apr 1984)
352.228-7 Alternate II	(Apr 1984)
352.232-9	Withholding of Contract Payment (Apr 1984)
352.233-70	Litigation and Claims (Apr 1984)
352.242-71	Final Decisions on Audit Findings (Apr 1984)
352.270-6	Publications and Publicity (Jul 1991)
352.270-7	Paperwork Reduction Act (Apr 1984)

Section I-2 - Clauses Incorporated In Full Text

FOR COST REIMBURSEMENT TASK ORDERS

I.2 FAR 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 through .

(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.

© 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.

(End of Clause)

I.3 FAR 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 , 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 ;
- (2) Any order for a combination of items in excess of ; or

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

© 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 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.

(End of Clause)

I.4 FAR 52.216-22 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."

© 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 .

(End of Clause)

I.5 FAR 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 .

(End of Clause)

I.6 FAR 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 ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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.

© The total duration of this contract, including the exercise of any options under this clause, shall not exceed .

(End of clause)

I.7 FAR 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 1999)

(a) *Definitions.* As used in this clause—

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

- (i) No material change in disadvantaged ownership and control has occurred since its certification;
- (ii) Where the concern is owned by one or more disadvantaged individuals, 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©(2); and
- (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has 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 CFR124, 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. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

“Historically black college or university” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

“United States” mean the Unites States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of _____ percent to the price of all offers, except—

- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
- (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
- (v) For DOD acquisitions, [an] otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

© Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

Offeror elects to waive the adjustment.

(d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in

performance of the contract, in the case of a contract for—

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of Clause)

I.8 FAR 52.219-23 Alternate II (Oct 1998)

(i) Offers from small disadvantaged business concerns, that have not waived the adjustment, whose address is in a region for which an evaluation adjustment is authorized;

(End of Alternate)

I.9 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage—Fringe Benefits

(End of Clause)

I.10 FAR 52.222-47 SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor and the . If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4© of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of Clause)

I.11 FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence:

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

© Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of Clause)

I.12 FAR 52.244-2 Subcontracts (Aug 1998)

(a) *Definitions.* As used in this clause—

“*Approved purchasing system*” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“*Consent to subcontract*” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

“*Subcontract*” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

© When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)(or (e) or this clause.

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph ©, (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- © The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph ©, (d), or (e) or this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4©(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

I.13 FAR 52.244-2 Alternate II (Aug 1998)

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph ©, (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(End of Alternate)

I.14 FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (Oct 1998)

(a) *Definitions.*

“*Commercial item*,” as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

“*Subcontract*,” as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

© Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I.15 FAR 52.246-20 Warranty of Services (Apr 1984)

(a) *Definitions.*

“*Acceptance*,” as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

“*Correction*,” as used in this clause, means the elimination of a defect.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting

Officer shall give written notice of any defect or nonconformance to the Contractor . This notice shall state either—

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.

© If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of Clause)

I.16 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/vffar/htm>

(End of Clause)

I.17 HHSAR 352.202-1 Definitions (Apr 1984)

(a) The term “Secretary” or “Head of the Agency” (also called “Agency Head”) means the Secretary, Under Secretary, or any Assistant Secretary, Administrator or Commissioner, of the Department of Health and Human Services; and the term “his/her duly authorized representative” means any person, persons, or board authorized to act for the Secretary.

(b) The term “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

© The term “Project Officer” means the person representing the Government for the purpose of technical monitoring of contract performance. The Project Officer is not authorized to issue any instructions or directions which effect any increases or decreases in the scope of work or which would result in the increase or decrease of the price of this contract or a change in the delivery dates or performance period of this contract.

(d) The term “Department” means the Department of Health and Human Services.

(e) Except as otherwise provided in this contract, the term “subcontract” includes purchase order under this contract.

(End of Clause)

I.18 HHSAR 352.202-1 Alternate I (Apr 1984)

(a) The term “Secretary” or “Head of the Agency” (also called “Agency Head”) means the Secretary, Under Secretary, or any Assistant Secretary, Administrator or Commissioner, of the Department of Health and Human Services; and the term “his/her duly authorized representative” means any person, persons, or board authorized to act for the Secretary.

(b) The term “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

© The term “Project Officer” means the person representing the Government for the Purpose of technical

monitoring of contract performance. The Project Officer is not authorized to issue any instructions or directions which effect any increases or decreases in the scope of work or which would result in the increase or decrease of the cost of this contract or a change in performance period of this contract. In addition, the Project Officer is not authorized to receive or act upon the Contractor's notification of a revised cost estimate pursuant to the Limitation of Cost or Limitation of Funds clause of this contract.

(d) The term "Department" means the Department of Health and Human Services.

(e) Except as otherwise provided in this contract, the term "subcontract" includes purchase order under this contract.

(End of Alternate)

Section I-1 - Clauses Incorporated By Reference FOR TIME AND MATERIALS TASK ORDERS

I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil/VFFARa.htm> or [VFFAR1.htm](http://farsite.hill.af.mil/VFFAR1.htm)

FAR SOURCE	TITLE AND DATE
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.215-2	Audit and Records—Negotiation (Jun 1999)
52.215-2 Alternate II	(Apr 1998)
52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data—Modifications (Oct 1997)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (Oct 1997)
52.219-8	Utilization of Small Business Concerns (Oct 1999)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-3	Convict Labor (Aug 1996)
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation (Apr 1984)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-22	Previous Contracts and Compliance Reports (Feb 1999)
52.222-26	Equal Opportunity (Feb 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)
52.222-41	Service Contract Act of 1965, as Amended (May 1989)
52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989)
52.223-6	Drug-Free Workplace (Jan 1997)
52.223-10	Waste Reduction Program (Aug 2000)
52.224-1	Privacy Act Notification (Apr 1984)

52.224-2	Privacy Act (Apr 1984)
52.225-13	Restrictions on Certain Foreign Purchases (Jul 2000)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-3	Patent Indemnity (Apr 1984)
52.227-17	Rights in Data—Special Works (Jun 1987)
52.229-6	Taxes—Foreign Fixed-Price Contracts (Jan 1991)
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts (Mar 2000)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-17	Interest (Jun 1996)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Jun 1997)
52.232-34	Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)
52.233-1	Disputes (Dec 1998)
52.233-3	Protest After Award (Aug 1996)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-13	Bankruptcy (Jul 1995)
52.243-3	Changes—Time-and-Materials or Labor-Hours (Aug 1987)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items and Commercial Components (Oct 1998)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986)
52.245-5 Alternate I	(Jul 1985)
52.246-25	Limitation of Liability—Services (Feb 1997)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Sep 1996)
52.249-6 Alternate IV	(Sep 1996)
52.253-1	Computer Generated Forms (Jan 1991)

HHSAR SOURCE

TITLE AND DATE

352.224-70	Confidentiality of Information (Apr 1984)
352.232-9	Withholding of Contract Payment (Apr 1984)
352.270-6	Publications and Publicity (Jul 1991)
352.270-7	Paperwork Reduction Act (Apr 1984)

Section I-2 - Clauses Incorporated In Full Text

FOR TIME AND MATERIALS TASK ORDERS

I.2 FAR 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 through .

(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.

© 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.

(End of Clause)

I.3 FAR 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 , 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 ;

(2) Any order for a combination of items in excess of ; or

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

© 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 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.

(End of Clause)

I.4 FAR 52.217-6 Option for Increased Quantity (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within . Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

I.5 FAR 52.217-7 Option for Increased Quantity—Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within . Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

I.6 FAR 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 .

(End of Clause)

I.7 FAR 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 ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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.

© The total duration of this contract, including the exercise of any options under this clause, shall not exceed

(End of clause)

I.8 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

See Attachment J. _____ for listing.

(End of Clause)

I.9 FAR 52.222-47 SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor and the . If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4© of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of Clause)

I.10 FAR 52.228-13 Alternative Payment Protections (Jul 2000)

(a) The Contractor shall submit one of the following payment protections:

(b) The amount of the payment protection shall be 100 percent of the contract price.

© The submission of the payment protection is required within days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

I.11 FAR 52.244-2 Subcontracts (Aug 1998)

(a) *Definitions.* As used in this clause—

“*Approved purchasing system*” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“*Consent to subcontract*” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“*Subcontract*” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

© When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)(or (e) or this clause.

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph ©, (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph ©, (d), or (e) or this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4©(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

I.12 FAR 52.244-2 Alternate II (Aug 1998)

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph ©, (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the

simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(End of Alternate)

I.13 HHSAR 352.202-1 Definitions (Apr 1984)

(a) The term "Secretary" or "Head of the Agency" (also called "Agency Head") means the Secretary, Under

Secretary, or any Assistant Secretary, Administrator or Commissioner, of the Department of Health and Human Services; and the term “his/her duly authorized representative” means any person, persons, or board authorized to act for the Secretary.

(b) The term “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

© The term “Project Officer” means the person representing the Government for the purpose of technical monitoring of contract performance. The Project Officer is not authorized to issue any instructions or directions which effect any increases or decreases in the scope of work or which would result in the increase or decrease of the price of this contract or a change in the delivery dates or performance period of this contract.

(d) The term “Department” means the Department of Health and Human Services.

(e) Except as otherwise provided in this contract, the term “subcontract” includes purchase order under this contract.

(End of Clause)

Section J - List Of Attachments

Section K

Representations, Certifications, And Other Statements Of Offerors

FAR SOURCE 52.222-21	TITLE AND DATE Prohibition of Segregated Facilities (Feb 1999)
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K.1 FAR 52.204-3 Taxpayer Identification (Oct 1998)

(a) *Definitions.*

“*Common parent*,” as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“*Taxpayer Identification Number (TIN)*,” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

© 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©(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.

(d) *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 a Federal Government;
- Other. State basis. _____

(e) *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 _____.

(f) *Common Parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

K.2 FAR 52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
_____	_____

(End of Provision)

K.3 FAR 52.219-1 Small Business Program Representations (May 1999)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 7371 for the programming services scope of work and 7378 for the microcomputer support scope of work.

(2) The small business size standard for both SIC codes is \$18,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this

provision.) The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a women-owned small business concern.

© *Definitions.*

“*Small business concern,*” as used in this provision, 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 the size standard in paragraph (a) of this provision.

“*Women-owned small business concern,*” as used in this provision, means a small business concern—

(1) 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 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.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K.4 FAR 52.219-1 Alternate 1 (Nov 1999)

(4) Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents, as part of its offer, that—

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

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(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.

(End of Alternate)

K.5 FAR 52.219-22 Small Disadvantaged Business Status (Oct 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, 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); and

© It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has 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.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) 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:

© Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

K.6 FAR 52.219-22 Alternate I (Oct 1998)

(3) *Address*. The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/adbadadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Alternate)

K.7 FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that—

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

(b) It has, has not filed all required compliance reports; and

© Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.8 FAR 52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that—

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

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

(End of Provision)

K.9 FAR 52.222-48 Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment—Contractor Certification (Aug 1996)

(a) The following certification shall be checked:

Certification

The offeror certifies does not certify that—

(1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations;

(2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical and/or office and business equipment. An “established catalog price” is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An “established market price” is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and

(3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

© Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

(End of Clause)

K.10 FAR 52.225-1 Buy American Act—Balance of Payments Program—Supplies (Feb 2000)

(a) *Definitions.* As used in this clause—

“Component” means any item supplied to the Government as part of an end item or of another component.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic end product” means—

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

“End product” means supplies delivered under a line item of a Government contract.

“Foreign end product” means an end product other than a domestic end product.

“United States” means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. The Balance of Payments Program provides a preference for domestic end products for supplies acquired for use outside the United States.

© Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Act — Balance of Payments Program Certificate.”

(End of clause)

K.12 FAR 52.225-8 Duty-Free Entry (Feb 2000)

(a) *Definition.* “Customs territory of the United States” means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

© Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the—

- (i) Foreign supplies;
- (ii) Estimated amount of duty; and
- (iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph © of this clause for purchases of foreign supplies if—

(1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the—

(1) Delivery address of the Contractor (or contracting agency, if appropriate);

(2) Government prime contract number;

(3) Identification of carrier;

(4) Notation "UNITED STATES GOVERNMENT, _____ [agency] _____, Duty-free entry to be claimed pursuant to Item No(s) _____ [from Tariff Schedules] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";

(5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(6) Estimated value in United States dollars.

(h) The Contractor shall instruct the foreign supplier to—

(1) Consign the shipment as specified in paragraph (g) of this clause;

(2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and

(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the—

(1) Foreign supplies;

(2) Country of origin;

(3) Contract number; and

(4) Scheduled delivery date(s).

(j) The Contractor shall include the substance of this clause in any subcontract if—

- (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or
- (2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

(End of clause)

K.13 FAR 52.225-20 Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program (Jan 1997)

(a) The offeror certifies that each end product being offered, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled “Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program”) and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(b) Excluded End Products:

Line Item No	Country of Origin

© Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products.

The offeror certifies that the following supplies qualify as “NAFTA country end products” as that term is defined in the clause entitled “Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program”:

Line Item No	Country of Origin

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(End of Provision)

K.14 Contact for Negotiation/Administration (May 1998)

Designate a person we may contact for contract administration in the event your firm receives a contract as a result of this solicitation:

Name: _____ Title: _____

Address: _____
(Street) (City) (State) (Zip Code)

Area Code: _____ Telephone: _____

Bidder/Offeror is located in _____ Congressional District.

Contract will be performed in _____
(State) (City) (Congressional District)

(End of Provision)

K.15 Certification (May 1998)

TO BE COMPLETED BY THE OFFEROR: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications contained herein). The Representations and Certifications must be executed below, by an individual authorized to bind the offeror.

The offeror makes the forgoing Representations and Certifications as a part of it's proposal.

(Name of offeror) (Solicitation Number)

(Signature of Authorized Individual) (Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offerors is prescribed in 18 U.S.C. 1001.

(End of Provision)

Section L - Instructions, Conditions, And Notices To Offerors

FAR SOURCE	TITLE AND DATE
52.204-6	Data Universal Numbering System (DUNS) Number (Jun 1999)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.215-16	Facilities Capital Cost of Money (Oct 1997)
52.216-27	Single or Multiple Awards (Oct 1995)
52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993)
52.237-10	Identification of Uncompensated Overtime (Oct 1997)

L.1 FAR 52.215-1 Instructions to Offerors—Competitive Acquisition (Feb 2000)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

© *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs ©(1)(i) and ©(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;
(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, 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 proposal or revision is due.

(ii)(A) Any proposal, modification, or revision 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 —

(1) 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 proposals; or

(2) 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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall —

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.
(End of clause)

L.2 FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates a single award ID/IQ cost plus fixed fee type contract. All funding will be committed under negotiated task orders. Task Order Statements of Work will be written by the Government; and depending on the statements of work, task orders will be negotiated as either cost plus fixed fee, firm fixed price, or time and materials.

(End of Provision)

L.3 FAR 52.219-24 Small Disadvantaged Business Participation Program—Targets (Jan 1999)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

(End of provision)

L.4 FAR 52.233-2 Service of Protest (Aug 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from .

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L.5 FAR 52.237-1 Site Visit (Apr 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

L.6 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/vffar/htm>

(End of Provision)

L.7 HHSAR 352.215-72 Pre-Proposal Conference (Apr 1984) NOTE: The government has not decided on the specifics for the pre-proposal conference. Notification, should a conference be arranged prior to the issuance of the final RFP, will be placed in the CBD Notice as well as a letter notification sent to all firms on the bidder's mailing list for this Draft RFP.

A pre-proposal conference will be held with prospective offerors at on in room at .

The pre-proposal conference will be held for the purpose of providing information concerning the Government's requirements which may be helpful in the preparation of proposals and for answering any questions which you have regarding this solicitation.

The success of this type of conference depends largely on the leadtime available to the Government for research in connection with questions submitted by prospective offerors. Therefore, you are requested to mail written questions concerning any areas of uncertainty which, in your opinion require clarification or correction, in sufficient time to be received on or before .

Your questions should be submitted to the Contract-Officer , and the envelope should be marked "Pre-Proposal Conference, RFP No. ." A set of questions and answers will be furnished to all prospective offerors whether or not they are in attendance.

Because of space limitations, each prospective offeror will be limited to a total of representatives.

Attendance at the pre-proposal conference is recommended; however, attendance is not a prerequisite for proposal submission and will not be considered a factor in proposal evaluation.

(End of Clause)

L.8 Inquiries (May 1998)

Inquiries concerning the draft solicitation document should be submitted in writing to the issuing office. The government does not anticipate issuing any additions, deletions, or changes to the draft solicitation. OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE DRAFT SOLICITATION CONTRACTING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD. ALL CORRESPONDENCE RELATING TO THE DRAFT SOLICITATION DOCUMENT SHALL BE SUBMITTED TO THE CONTRACTING OFFICE. Inquiries should be received at the Contracting Office no later than **October 25, 2000**, and may be submitted via e-mail to dsf2@cdc.gov or mailed hard copy to the address shown as the issuing office on the cover sheet of the draft solicitation. **Note: This provision will be changed with the issuance of the final RFP.**

(End of Provision)

L.9 Incurring Costs (May 1998)

This solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

(End of Provision)

L.10 Alternate Proposals (May 1998)

The offeror may, at its discretion, submit alternate proposals or proposals that deviate from this solicitation's requirements; provided that the offeror also submits a proposal for performance of the work as specified in the statement of work. Alternate proposals may be considered if performance would be improved or not compromised, and if they are in the best interest of the Government. Alternate proposals, or deviations from any requirements of this RFP, must be clearly identified.

(End of Provision)

L.11 HHSAR 352.215-12 Restriction of Disclosure and Use of Data (Apr 1984)

The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) Officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes. The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI Officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have the right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act.

The data subject to this restriction are contained in pages (Insert page numbers, paragraph designations, etc. or other identification).

In addition, the offeror should mark each page of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal or quotation.”

Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

(End of Clause)

L.12 Systems Security (Feb 2000)

Proposals must include a copy of the offeror's systems security policy and practices. The descriptions should address the following:

- (a) A description of the facility(ies) that will be used during the project, and the physical security of the facility(ies).
- (b) The procedures for protection, controlling, handling or accessing Government data and other Automated Information Systems (AIS) resources during performance of the project.
- (c) ©The physical storage procedures to protect Government data and other AIS resources during performance of the project.
- (d) Any required limitations on employees concerning the reproduction, transmission, or disclosure of data and project information.
- (e) Procedures for the destruction of source documents and other contract related waste material.
- (f) Personnel security practices and procedures. Including procedures for new and departing staff.

Offerors are referred to the DHHS Automated Information Systems Security Program Handbooks, which may be accessed on the Internet at <http://www.oirm.nih.gov/policy/aissp.html>.

(End of Clause)

L.13 General Instructions (Negotiated) (Jan 2000) Note: This provision is for information purposes only. INTERESTED PARTIES RECEIVING THIS DOCUMENT ARE NOT TO SUBMIT PROPOSALS.

(a) Offerors are invited to submit a proposal in response to this solicitation. All proposals received will become part of the official file.

(b) The following instructions establish the acceptable minimum requirements for the format and content of proposals.

© Your proposal must be prepared in separate parts as instructed herein. Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other(s). The technical proposal (if required) must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, material, subcontracts, etc., must be contained in the technical proposal so that your understanding of the Statement of Work can be evaluated. The technical proposal (if required) must disclose your technical approach in sufficient detail to provide a clear and concise presentation that addresses, but is not limited to, the requirements of the technical proposal instructions.

(d) The proposal must be signed by an official authorized to bind your organization. You must submit copies of your proposal to:

Attn:
Solicitation No.

(e) Offerors are requested to submit proposals, to the maximum extent possible, on high grade white paper

which can be recycled.

(f) Facsimile proposals are not authorized unless this solicitation incorporates FAR 52.215-5, Facsimile Proposals, in Section L.

(g) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M, Evaluation Factors for Award.
(End of Provision)

L.14 Proposal Format

All offerors shall be required to submit their proposals in three (3) distinct and separate parts: (1) written associated Oral Presentation Materials, (2) written Technical Proposal, and (3) written Business Proposal. Each of the three parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. The written Technical Proposal shall include appropriate technical data for work to be performed by subcontractors. The subcontracting plan shall be a part of the Business Proposal.

Oral Presentation materials must be prepared in sufficient detail so as to clearly present offeror's understanding of the government's requirement as detailed in associated RFP sections. Printed presentation materials must be limited to only that information to be orally presented to the government; materials that go beyond the Oral Presentation, i.e., additional materials that are clearly in excess of those presented during the Oral Presentation shall not be considered in evaluating the offeror's oral presentation. Oral Presentation materials must include for each person present at oral presentations the name, current title, present job responsibility, and the role each will fill under the contract.

The proposal must be signed by an official authorized to bind your organization. You must submit ***an original and 9*** copies of your associated Oral Presentation Materials, Technical Proposal, and ***an original and 9*** copies of your Business Proposal to:

Centers for Disease Control and Prevention (CDC)
Contracts Management Branch, IT Section
Attn: Deborah Fallick
2920 Brandywine Road, Room 3000
Atlanta, Georgia 30341-4146
Solicitation No. 2000-N-00120

Offerors are requested to submit proposals, to the maximum extent possible, on high grade white paper which can be recycled, 8.5 inch by 11 inch in size with one inch margins, 12 pitch font, and single spaced lines except for any special charts, tables, or diagrams that may be necessary. An additional copy of the Business Proposal shall also be submitted on diskette (3 1/2" high density only) using Microsoft Excel version 7.0 or higher for all financial and data tables. Any extensive textual information in the business proposal that is not contained in the electronic spreadsheets, shall be provided in Microsoft Word version 7 or higher format.

L.15 Oral Presentation Instructions

Oral Presentation/Presentation Materials: After submission of initial proposal information (the written Technical Proposal and written Business Proposal), the government will perform an initial evaluation of proposals and consider two (2) options: (1) make award without further discussions with any of the offerors; and (2) establish a competitive range consisting of the most highly rated offerors and proceed to the oral presentation phase of the procurement. If a competitive range is established, the government will hold oral presentations with all offerors in the competitive range. For those offerors in the competitive range, oral presentations will be conducted wherein each offeror shall make a presentation on the following topics:

How the offeror will manage the work under this contract including:

- transition from incumbent contractor and tasks underway;
- addressing rapid technology change in the marketplace;
- addressing the IT and other talent needs for this contract in today's dynamic labor market;
- track, monitor, and report to government customers on projects and tasks under this contract;
- capture, manage, and share knowledge, expertise, and information across the contractor(s)' enterprise(s) and the contract staff and customers.
- on-line system demo as follows:

The offeror should identify an architectural approach and demonstrate an existing system with the following features: individual monthly reports providing details on each Task Order concerning the current status of each ongoing project. The reports shall be narrative in form and shall include a summary of progress toward completion of each Task Order, problems encountered to date, including the Contractor's assessment of specific impact of such problems on estimated costs and scheduled date of completion, and any contractor recommendations. In addition, the reports shall include the following information on each project (including modifications) for the current reporting period and cumulative reports for the time from commencement of the project through the current reporting period:

- (1) Labor hours and dollars expended on each project for the present reporting period and year to date by labor category, i.e., Program Manager, Computer Programmer III, etc.
- (2) Other direct cost items and associated costs that were authorized, e.g. software acquisition, travel.
- (3) Beginning dates for projects scheduled.
- (4) Anticipated completion date for projects.
- (5) Management Problems identified, corrective actions taken, staffing changes, delays for staff identification, hiring and deployment.
- (6) Funding of the task, funding status, monthly costs incurred to date, etc.

Oral Presentation and presentation materials supporting the presentation itself should be in as much detail as offeror considers necessary to fully explain the topics presented.

Following evaluation of each offeror's written technical proposal and business proposal, the government will contact all offerors in the competitive range to establish a date, time and place for oral presentations. The dates for the oral presentations will be sent in writing to those offerors in the competitive range after its establishment by the Contracting Officer. The written notification of oral presentations to offerors in the competitive range shall set a date and time with sufficient lead time for offerors to prepare for oral presentations and will offer each offeror two times and dates to select from. The government believes that sufficient lead time for notification of oral presentations is 10 calendar days. From the date of receipt by offerors via written or electronic notification by the Contracting Officer of oral presentations, offerors shall have 24 hours to confirm the date and time selected. This notification shall be done in writing or electronically submitted to the Contracting Officer. In the event no confirmation is received, a date and time will be assigned by the government. No rescheduling will be allowed once dates are selected. Members of the government evaluation team, including the Contracting Officer or a duly authorized representative, or both, will attend oral presentations for all offerors in the competitive range.

Offerors shall make presentations in person at the location designated by the Contracting Officer. Submission of video tapes or other forms of media (not withstanding presentation materials such as a slide/overhead presentation), in lieu of or in conjunction with in person oral presentations will not be authorized. Nine (9) copies of all presentation materials, other than those heretofore described in other locations of the RFP, must be provided to the Contracting Officer or duly authorized representative for distribution not earlier or later than on the day and time of the presentation, prior to introductions. Each oral presentation shall not exceed two hours.. The government reserves the right to call for an intermission during the conduct of the presentation which will not be counted as part of the two hours. The government will not engage in negotiations or discussions during these oral presentations; however questions of a clarifying nature may be asked by the Contracting Officer or duly authorized representative at the conclusion of oral presentation topics..

Only members of the offeror's proposed staff shall participate in the presentation. All proposed Key Personnel of the prime contractor and the senior most proposed member of the subcontractors, e.g. Program Director/Program Manager, are required to participate in the presentation. Key Personnel must be employed by the offeror or have letters of commitment for employment contingent upon award. Prior to the beginning of the presentation, the offeror shall introduce each person who will be participating, their title, proposed involvement in the contract, and current job responsibilities regardless of whether they are already employed by the offeror or have letters of commitment for employment contingent upon award. Each introduction shall not exceed three minutes and will not be charged against the oral presentation time limit.

L.16 Technical Proposal Instructions

General - Proposals which merely offer to conduct a program in accordance with the requirements of the Government's Statement of Work will not be eligible for award. You must submit a proposal that sufficiently addresses the criteria hereunder. Successful performance of the proposed contract is considered dependent upon the offeror having:

- Well qualified and highly trained staff in various information technology disciplines aligned with the nature of the work specified in Section C;
- Appropriate and effective use of subcontractors (if applicable)
- Appropriate equipment, software, tools and facilities;
- Access to parts and support arrangements with Original Equipment Manufacturers and commercial software companies;
- Company and management experience of a similar nature;
- Public health or health domain expertise; and
- Good plans and procedures to manage the tasks and emergencies

The Government neither encourages nor discourages partnering arrangements between vendors to propose on this procurement. This solicitation does encourage the best value for the Government that meets the overall objectives and functional requirements in the most effective manner. However, the proposal must identify a single corporate entity which will have the overall management responsibility and accountability for performance on the contract. Subcontracts are encouraged to meet the functional requirements and to further small business and small disadvantaged business goals **as specified below in para _____**.

The proposal should clearly describe all of the above qualifications.

S Specific Instructions

- S When proposing under Solicitation 2000-N-00120, offerors shall submit their subcontracting plan with the Business Proposal.
- S Offerors shall provide to the Contracting Officer fully executed subcontract agreements with all subcontractors not later than the date the Contracting Officer signs the contract. Subcontractors without fully signed and executed subcontracting agreements with the prime contractor shall not be allotted work under the new contract until such time as the subcontract is fully executed. In addition, a subcontractor without a fully executed subcontract is not eligible to participate in any way during the transition period including, but not limited to, the hiring of incumbent contractor personnel being transitioned to new employers to pursue work under the new contract.
- S The Technical Proposal must be prepared and submitted in the following format, and, at a minimum, must include the following:

- Table of Contents including index of any Tables & Drawings
- Executive Summary
- Understanding of Work
- Proposed Resources and Technical Approach
- Past Performance and Historical Metrics
- FAR Part 19 Adherence
- Key Personnel Resumes

Identify in the proposal which information and data relates to any proposed subcontractor(s). The Technical Proposal is limited to 100 pages for topics listed above. In addition, "Key Personnel Resumes" is limited to 2 pages per resume for all designated Key Personnel. Offerors are advised that Technical Proposal text must be single sided on standard 8 ½ x 11 inch pages, have 1" margins, using 12 pitch font, employing single spaced lines except for any special charts, tables or diagrams. All pages of the technical proposal shall be sequentially numbered. Any pages beyond the page limitations cited above will be ignored in the evaluation process. The proposal must be accompanied by a cross-reference table that relates the technical evaluation criteria and sub-criteria sections to proposal page numbers. This is to ensure that the Government technical evaluators can readily locate, evaluate, and relate proposal contents to the appropriate sections of the technical evaluation criteria.

© **Technical Evaluation Criteria:**

The government clearly recognizes that the information technology (IT) services marketplace has substantially grown and matured in the breadth, quality, and sophistication of service providers to the government. While some of CDC's IT service needs are generic, i.e., are common IT services such as desktop support, network administration, and data center operations, the majority of services require subject matter domain expertise in the areas of public health, healthcare, and health information and data. Consequently, proposals will be evaluated on the degree of expertise and demonstrated past performance in these areas for services such as systems development, data management, data analysis, knowledge management, and others related to subject matter content.

1. **Understanding of Work** - The offeror shall provide a summary of your understanding of CDC's mission/programmatic needs for information technology solutions based on a review of this RFP and CDC's publicly available information on the CDC website such as the agency's strategic plans, goals, challenges, etc. which can be found at www.cdc.gov. Offerors are invited to submit observations, insights, and suggestions for improvement on CDC's approaches. Any information submitted in this regard will be counted as part of the 100 page Technical Proposal limitation. Some of the most relevant resources are:
CDC's Government Performance and Results Act Plan:
<http://www.cdc.gov/od/perfplan/pp2k01.pdf>
Healthy People 2010
<http://www.cdc.gov/nchs/hphome.htm#Healthy People 2010>
Essential Services of Public Health
<http://www.phppo.cdc.gov/dphs/nphpsp/10ES.HTM>
CDC's Information Resources Management Strategic Plan
<http://www.cdc.gov/irmo/stplans.htm>
National Electronic Disease Surveillance System
<http://www.cdc.gov/od/hissb/>
CDC Health Alert Network
<http://www.phppo.cdc.gov/han/>
2. **Proposed Resources and Technical Approach** - Based on the offeror's understanding of the work, the proposal shall also outline the offeror's proposed resources and approach that the offeror will commit to the contract to address the requirements including:
 - facilities
 - technologies
 - tools
 - systems
 - special corporate or business relationships such as certifications, licensing, or partnerships for using or supporting COTS products relevant to CDC
 - offeror's organizational layout, degree and line of authority for the Program Director of this contract to make decisions quickly and authoritatively
 - approaches to continuous assessment and use of customer satisfaction data
 - use of recognized management methods for project management, software

- development life cycle(SDLC) planning and development, quality review, etc.
- problem detection, handling, escalation and resolution processes
- security (below), and
- personnel (below)

Security Plan - the contractor shall provide a brief security plan that addresses the following elements:

- An outline of the type facility(-ies) you will be using in performance of the contract, and the type of physical security you will require of the facility(-ies).
- Procedures for controlling, handling or accessing Government data and other AIS resources during performance of the contract.
- Physical storage procedures to protect Government data and other AIS resources during performance of the contract (include a brief outline of your backup, disaster, and recovery plans).
- Required limitations on employees concerning the reproduction, transmission, or disclosure of data and contract information.
- Procedures for the destruction of source documents and other contract related waste materials.
- Personnel security practices and procedures, including employee screening procedures.
- Computer security training of employees and security awareness programs provided.
- Security features used in association with proposed systems (both hardware and software).
- Outline your development and implementation plan, including milestones and due dates, for all security safeguards which are not already in place.

Personnel - Provide a staffing plan which describes how you will supervise and manage staff that demonstrates your understanding of the labor requirements of this RFP. Include your methodology to transition incumbent staff during the transition period. Also provide a proposed staffing chart for the CDC-Wide Network and Desktop Central Support pool described in Section C clearly indicating the number and types of personnel for this portion of the contract.

Describe any company professional, skill, or experience that go beyond the labor category descriptions provided herein (see Attachment J.25). Any such proposed descriptions substantiated and accepted by CDC through evaluation of the proposal, will become the new minimum competency requirements in the awarded contract.

Provide information sufficient to describe your recruiting methodologies to support CDC's evaluation of your approaches for timely availability of proposed personnel as well as new personnel over the life of the contract. You must provide a detailed description of your company's recruitment and hiring procedures, from the time a vacancy or new requirement is identified, to the time a new employee would begin work under the contract. Address your ability to expand and adjust personnel levels and categories based on variation in requirements, including geographic distribution.

Describe how you will manage staff working within Government facilities and how you propose to minimize the impact of temporary contract/task absences for circumstances such as company wide meetings, training, illness or other unscheduled leave or events.

The proposal shall include a detailed description of the company's standard benefit package, and its relationship to employee retention, including details regarding employee incentive/award programs offered for employees working on this contract. The discussion must include the average amount spent per person annually and the criteria for receiving awards.

Describe how the company ensures that its employees are trained on new technologies and product upgrades over time.

3. **Past Performance and Historical Metrics**

Offerors shall submit the information listed herein with the written Technical Proposal. Past Performance surveys will be instituted at the following junctures in the acquisition cycle: (1) for all offerors if the government believes that it can award without discussion; and (2) should a competitive range be required, with only those offerors in the competitive range. Offerors shall provide past performance information on contracts or tasks of similar scope, size, complexity, and subject matter active within the last three years, in accordance with the criteria listed below. Both prime contractor and subcontractor efforts shall be included and will be considered in the evaluation of Past Performance. The examples and descriptions shall be limited to the technical proposal page limitations specified in Section L.16(b)(3).

Past Performance - Past performance evaluation will be based on three primary factors:

- degree of relevance and similarity to this contract's work particularly in subject matter content as appropriate. The hierarchy of relevance from highest to lowest is: public health; healthcare or clinical health services; other related health information such as health information products, computerized patient records, health insurance or medical billing data; medical research; other scientific research.
- degree of comparability in size, complexity, and duration;
- and success and quality of past work as documented by the offeror and as verified by the government through reference validations.

Past performance references should cover the following four (4) major service areas or as many as possible:

systems development - planning, developing, operating, and supporting information systems;

systems integration - integrating legacy systems or developing systems or products such as middleware or frameworks that significantly increase interoperability of systems and data sharing;

data management - developing systems to automate collection of data from diverse sources, developing data standards, data warehouses, metadata registries, data modeling, and performing complex data analysis; and

infrastructure support - planning, installing, operating, and supporting local and wide area networks, desktop PCs including COTS products; videoconferencing technology; mainframe data center; information security.

The following information shall be provided for each past performance contract or task provided in the proposal. All information identified above shall also be provided for any proposed subcontractors whose total estimated subcontract cost is 30 percent or more of total estimated contract cost.

- Contracting Agency or Organization, address, and phone number Contract number and type of contract
- Date of contract, period of performance, and place(s) of performance
- Address and telephone number of Contracting Officer and Technical Contact in charge of project
- Size of contract or relevant task order (average number of staff and dollar value)
- Brief description of work performed, information technologies used, and any major problems encountered on the contract and the corrective actions taken.
- Identification and description of any subcontracts managed under the project.
- Whether or not the contract was successfully completed and any awards or other

recognitions received for the work.

- Original contract amount compared to final amount (estimate if necessary) with explanation of variance.

Historical Metrics - The following metrics and statistics should be provided specifically for the contract(s) identified above. If contract specific statistics are not available, company-wide statistics may be provided. If company wide statistics are utilized, the data must be within the last three years and be the most current data available. If the offeror does not have historical statistics or measurements as described, the proposal shall provide whatever historical information the offeror considers to be most relevant to a particular sub-criterion.

1. Identify what software development performance measurements your company uses, if any, e.g. function point analysis, lines of code per developer, failures per thousand lines of code, etc. Provide any benchmarks that you have measured and goals established for the benchmarks. Also, indicate your firm's rating, if any, on the Software Engineering Institute's Capability Maturity Model (levels 1-5), ISO 9000 compliance, or other industry measures of software development productivity and quality.
2. Provide the company's historical metrics of technical training as measured by corporate training dollars spent (costs not reimbursed by a customer as direct costs) per employee in 1999 and 2000 - using either the calendar or company's fiscal year.
3. Identify your company's turnover rate as well as the turnover rate of any parent organization, and/or affiliate organizations as measured by the number of employees who have left the company in the 1999 or 2000 - using either the calendar or company's fiscal year - divided by the average employee base of the company (the average of staff onboard at the beginning of the year and the end of the year). Departures must include those who left even as the result of the loss of a contract; however you may footnote your rate with an explanation and recalculation that excludes unusual circumstances. "Your company" refers to that portion of the company that is proposing on this contract and which deals with providing information system services (e.g., the turnover statistic would not include the turnover in a hardware manufacturing division of the company).
4. On all previous or current cost-type contracts identified in (2) above, data on the estimated and actual weighted average labor costs per hour. If you have held no cost-type contracts, state so. Identify and quantify any factors that contributed to differences between estimated and actual costs.
5. Briefly describe your company's labor relations experience in the last three (3) years as it relates to: 1) experience as a successor contractor in taking over the existing employees of the predecessor contractor (cite actual statistics and explanations), 2) any work stoppages experienced as a result of union or other employee actions, 3) involvements in unfair labor practice charges before the National Labor Relations Board or the courts and the ultimate resolution (or current status) of such actions, 4) summary statistics on grievances filed and arbitration results, and 5) any findings from Equal Employment Opportunity (EEO) Compliance Reviews, sexual harassment or other complaint investigations, findings, and any litigation and the results.
6. Provide brief descriptions of any awards, citations, or honors for quality, effectiveness, innovation or leadership that have been received by your company for work related to this RFP. Note the source (federal, state, industry, professional association, etc.), year, citation, purpose, and breadth of the honor (e.g. internationally recognized award, national, regional, state, or local).
7. Provide your company's yearly gross revenue, net worth, and profit figures for each of the most recent three fiscal years of your company as reported in your annual report to stockholders, the Securities and Exchange Commission, or

Internal Revenue Service.

8. Provide your Small Disadvantaged Business Participation Plan. Include a discussion, along with documentation, that demonstrates your past performance in complying with subcontracting plans for SDB concerns or prior SDB participation targets. Offerors without past performance documentation must state the reason why. CDC understands that the requirement for SDB participation targets is relatively new; your firm might not have been awarded any contracts with SDB participation targets. CDC understands that small businesses are exempted from submitting subcontracting plans and would therefore not have been required to establish SDB goals. Nonetheless, you must state the reasons why you have no past performance relative to SDB targets.

4. FAR Part 19 Adherence

Your completed Subcontracting Plan document shall be included in the Business Proposal. **Complete the Subcontracting Plan document using not less than 30% for subcontracting plan goals.** All elements of your firm's plan to accomplish not less than 30% for subcontracting will be evaluated. Points assigned to this evaluation criteria as stated in Section M will be based on CDC's analysis of the following information:

- Provide a narrative summary of your subcontracting procedures including how you select subcontractors as well as what restrictive agreements you require, if any, with respect to your use of other subcontractors or any subcontractor's rights to bid independently of you for **other** opportunities at CDC. If your firm has no restrictions, so state. Also, the proposal **MUST** affirm the offeror's willingness to seek new subcontractors under the following circumstances: as technologies and requirements change; opportunities to leverage another firm's expertise are identified; and when existing subcontractors are unable to staff a new requirement within the time frames required in the contract. If the proposal does not affirm this, the proposal will be evaluated that the response is negative and that offeror is not willing to seek new subcontractors under the aforementioned circumstances.
- Offerors are encouraged to compete opportunities with the types of firms identified in FAR Part 19. Offerors' adherence to the programs identified in Part 19 is critically important to CDC. When proposing SDB firms, you will receive credit for SDB participation targets for those SDB firms with authorized SICs, as authorized by the Department of Commerce for inclusion in the program. For Department of Commerce SIC Groups applicable to FAR Part 19, see <http://www.arnet.gov/References/sdbadjustments.htm> For Small Business Administration HUBZone qualified small business concerns applicable to FAR Part 19, see <http://www.sba.gov/hubzone>.

Prime offerors shall insure that:

1. unless you are a Small Disadvantaged Business (SDB) receiving a price evaluation adjustment, you submit an SDB Participation Plan.
2. your Plan identifies separate dollar and percentage targets for SDB participation for the total seven year contract period. Identify the role of the SDB(s), eg., prime, joint venture partner, teaming member, or subcontractor. Identify each SDB separately. Provide the SBA certification for each SDB. SDB self certification status is not acceptable. Include the following information for each SDB participant:

Name of SDB

Address

Point of Contact

Telephone Number of Point of Contact

E-Mail Address

Facsimile Number
Estimated Dollar of Participation
Estimated Percentage of Participation
SIC Category

For evaluation purposes, offerors shall estimate both dollar and percentage of participation targets for all seven periods of performance using your cost proposal for the estimated amount of the contract. The Contracting Officer shall insert your stated SDB targets into Section G of the contract document. **NOTE:** This is an ID/IQ type contract and the actual dollar value of the contract can vary significantly. The Contracting Officer will utilize only target percentages (as opposed to dollars) as the basis of determining if the Contractor has met its SDB participation targets during contract performance. At contract completion, the target percentages of each proposed SDB participant will be compared to the actual percentage of SDB participation based on the total contract amount as calculated through the issuance of individual task orders.

When applicable, prime proposers shall give a 10% price evaluation preference to all HUBZone small business concerns offering on subcontracting opportunities in compliance with the process set forth in FAR Part 19.1307

- Offerors are encouraged to conduct the competitive subcontracting opportunities in much the same way as the Federal Government conducts competitive procurements for set-asides and other FAR Part 19 programs so that responders to your competitive procurements can elect to submit competitive proposals to more than one potential offeror. Further, offerors are encouraged **NOT** to require exclusive subcontracting agreements with their apparent awardee(s). Offerors are encouraged to create contingency subcontracts with their apparent awardee(s) based on the contingency that the prime is selected for award.
- Proposers shall provide evidence that they have conducted competitive acquisitions. The information required by CDC in the Technical Proposal for these competitions shall include, but not be limited to:
 1. A copy of the Request for Proposal type document used to conduct the competitive procurement(s) (submitted as an attachment to the Technical Proposal. This attachment will not be included in the page limitation set forth herein for the Technical Proposal). Include the evaluation criteria you will use to evaluate proposals.
 2. Evidence and discussion of the methods used to solicit offers, e.g., a copy of the advertisement used to advertise the opportunity. Also, provide evidence of contacts made to solicit names of companies for these procurements, e.g., Federal Agency procurement offices, the Small Business Administration, etc. Include a copy of each bidder's mailing list for each RFP type document used (submitted as an attachment to the Technical Proposal. This attachment will not be included in the page limitation set forth herein for the Technical Proposal).
 3. Validation of the type of businesses (all designations and/or certifications required by FAR Part 19) responding to the Request for Proposal type document(s).

Offerors shall also provide a listing of strategic alliances that currently exist or have existed within the past five years with other companies, institutions, etc. The listing shall be limited to those strategic alliances having a direct relationship with the work described in Section C and at a minimum include the following information:

The name and type of organization listed;
The type of work done with the organization;

The relevancy of Section C to the work done with the organization;
What significance the strategic alliance might bring to the contract;
The type of alliance developed (e.g., contractual, collaborative, etc); and
How long the strategic alliance has existed.

Proposers shall describe how subcontractor performance will be evaluated and how your firm will mitigate and resolve unsatisfactory performance. Your proposal shall also describe your relationship with the subcontractor sufficiently so that the government will understand the relationship in the context of the contract's budget, estimating process, and finally, what processes your company will implement to minimize costs and potential cost increases.

Offerors shall also describe any plans to utilize Temporary Help Agencies as a means to provide support under this contract. If you do not anticipate using Temporary Help Agencies, so state.

5. Key Personnel Resumes

Provide the resumes of the Key Personnel identified in Section H.9 not to exceed two pages each. The resumes shall specify training, education, and experience with dates for each. Do not include individuals in your proposal with whom you have no work agreements simply as examples of the types of individual you would seek out. If they are not currently employed by your firm, indicate who they are actually working for at the time of proposal submission. In the event that proposed personnel are not currently employed by the offeror, the technical evaluation score may be adjusted. The adjustment will vary based upon the degree of confidence the offeror gives regarding the timely availability of the proposed personnel. The offeror may include employment acceptance letters contingent (or not) on contract award for personnel not currently employed by the offeror. Such letters should not be more than 90 days old from time of proposal submission.

L.17 Business Proposal Instructions

The written business proposals for 2000-N-00120 shall be limited to 200 pages, all inclusive, and shall be comprised of the following elements:

(a) Contract Form and Representation and Certifications

The contract form found in Part I, Section A, and the Representations and Certifications contained in part IV, Section K, of this Request for Proposals must be executed by an official authorized to bind the offeror.

(b) Cost and Pricing Data

Offerors must submit, as a minimum, cost proposals supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. The enclosed Standard Form 1411, Contract Pricing Proposal Cover sheet, must be used in preparing the proposal; you must comply with the instructions and footnotes on the form and must fill in or check the appropriate boxes. The requirement for submission of certified cost and pricing data may be instituted. In the event certified cost and pricing data is required, the contractor is required to submit certification within five calendar days of receipt of the request from the Contracting Officer.

Included as Attachment J. _____ is a format that may be used to detail your individual cost elements.

© Provide your Subcontracting Plan with the Business Proposal as a complete and separate section. The CDC Subcontracting Plan document (Attachment J.) is a requirement of this RFP; however, the completed Subcontracting Plan document in and of itself has no assigned points. Complete the Subcontracting Plan document using not less than 30% for subcontracting plan goals.

The following additional items shall also be provided:

(1) The itemized cost and the rationale for individual elements shall be furnished as follows:

- a. Include backup data to support the type of labor and estimated number of hours within each labor category, where estimated hours are not specified by the RFP; provide supporting information required by FAR 52.222-46 for professional employees (national and regional compensation survey data, etc. used to establish a total compensation plan). If your accounting system requires nonproductive labor hours (vacation, holidays, sick leave, etc.) to be charged as direct labor, all such costs must be separately identified and priced. Attachment J.27 provides a chart of general labor areas and estimated hours per year. These estimates are based on current requirements plus estimated increases for new requirements. Attachment J.29 provides estimated requirements for offsite keypunching. This element shall be proposed on an estimated keystrokes per type of key punch service (1,000 keystrokes e.g. coding sheets, forms, technical editing) per year. It is anticipated that the keypunch requirement will be a Time & Materials type task order.
- b. Include backup data to support the estimated amount of material, projected management and start-up travel (not included in the figures below), and subcontracting (including, if applicable, description of materials to be procured, basis for proposed subcontracts, type of subcontracts proposed, and proposed subcontract amounts).
- c. For evaluation purposes, offerors should include the following specified amounts for travel and training. Phase-in costs are NOT included in these amounts and should be identified separately by the offeror. The following estimates are based on an 84-month contract term. The anticipated award date of the contract is October 5, 2001. The basic period of performance is anticipated as October 5, 2001 through June 30, 2002. Thereafter each period of performance will be July 1 through June 30 of each year through the last option of the contract. These dates will be modified accordingly based upon the actual date of the award.

Base Period

Travel and Training \$375,000.00

Option Period 1

Travel and Training \$397,500.00

Option Period 2

Travel and Training \$421,350.00

Option Period 3

Travel and Training \$446,631.00

Option Period 4

Travel and Training \$473,429.00

Option Period 5

Travel and Training \$501,835.00

Option Period 6

Travel and Training \$531,945.00

Option Period 7

Travel and Training \$186,180.00

d. If the offeror's proposal includes an employee incentive plan for awarding cash bonuses to employees, the offeror should fully describe the plan as part of the business proposal. The plan should specify the objective and subjective criteria proposed, relationship to quality and timeliness of services as specified in the RFP, and your company's experience with other plans of this nature. Do not write an incentive plan to respond to this RFP. Provide a description of the plan, funding limits, clearly indicate whether such an incentive is proposed as a direct or an indirect cost, and the level of Government involvement in the process, if any.

(1) Unless previously submitted to the office issuing this Request for Proposal, copies of your current established wage and salary schedule and travel policy must be submitted with the proposal.

(2) A copy of any current approved provisional indirect cost rate agreements, including allocation and application of indirect cost rates to this proposal (including major subcontracts), and whether you have established rates for both Government-site and contractor-site performance. Provide an analysis of differences, if any, between the proposed indirect rates and the approved rates.

NOTE: The offeror must state whether the costs proposed are based upon the use of "uncompensated overtime", and whether the offeror's uncompensated overtime policy has been reviewed by its cognizant Government audit office. In cases where the Offeror proposes uncompensated overtime or other creative compensation and contracting techniques for professional/exempt employees, the Government will assess the reasonableness of the Offeror's response with the possibility of a degradation in the levels of technical performance and quality on the proposed product/service, as well as the potential added complexity (for the Government) in utilizing this approach.

Offers must be priced based on a 40-hour work week for all personnel proposed to perform as a direct charge to the contract. If the offeror (or any proposed subcontractor) uses Total Time Accounting, the offeror (or proposed subcontractor) must convert its rates to a 40-hour work week basis for the pricing of its offer.

IDENTIFICATION OF UNCOMPENSATED OVERTIME (JANUARY 1992)

Definitions

Uncompensated Overtime: The hours worked in excess of the standard 40 hour work week by employees who are exempt from the Fair Labor Standards Act (FLSA), without additional compensation.

Uncompensated Overtime Labor Rate: The hourly rate for FLSA exempt salaried employees who work uncompensated overtime hours.

General

CDC's major concern is proper allocation of cost to the proper cost objectives. Therefore, any accounting method used by a firm which works uncompensated overtime, must include a method to properly allocate all costs incurred to the correct cost objective. The Government currently recognizes three methods for recording and accounting for uncompensated overtime hours. The preferred method, "full time accounting", records all hours worked by all employees and allocates the hours to their correct cost objectives, whether direct or indirect.

The use of uncompensated overtime and full time accounting results in an hourly labor rate for FLSA exempt salaried employees, who work uncompensated overtime, which is lower than an employee's standard hourly rate (yearly salary divided by 2080 hours per year). This lower rate is determined by dividing an employee's total

yearly salary by the total hours worked during the year. Compensated personal absences, such as holidays, vacations, and sick leave, must be included when determining the total number of labor hours to be worked in a year.

An alternate method for determining an uncompensated overtime rate would be to multiply an employee's standard hourly rate by 40, $\$20 \times 40 = \800 , and then divide the result by the total number of anticipated hours to be worked for a week (for this example, 45 hours per week), $\$800/45 = \17.78 . This represents a \$2.22 per hour reduction over an employee's hourly rate based on a forty hour work week. This lower rate, \$17.78, in lieu of the \$20.00 can be used to develop an offeror's proposed costs.

Evaluation

The use of the lower hourly rate derived from the use of uncompensated overtime must, like any other cost element proposed, be adequately supported to receive full consideration in the evaluation of a firm's cost proposal. Since uncompensated overtime policies vary from firm to firm, some safeguards must be used to prevent any unjustified credit being given to firms which claim, but do not have, an uncompensated overtime system. As a result full disclosure of current policies practiced by your firm are required to ensure a fair and equitable evaluation of labor costs proposed.

Any offeror that proposes uncompensated overtime and cannot support the proposed uncompensated overtime hours and uncompensated overtime rates in their accounting system, using an acceptable uncompensated overtime accounting method, will be evaluated based on the standard work year of 2080 hours. The objective of this type of evaluation is to preclude any unfair cost advantage being given to a firm who proposes uncompensated overtime rates that cannot be supported.

Any offeror proposing uncompensated overtime, must separately identify for the prime and any proposed subcontractor(s) using the labor charts in Attachment J.27, by labor category, the number of compensated hours, the number of uncompensated overtime hours, and the resultant uncompensated overtime labor rate proposed. This data is required regardless of the type of accounting system used to account for the uncompensated overtime hours and must be verifiable through a review of the firm's accounting records.

In the event you do not have a Government approved accounting system and/or have never had a Government cost reimbursement contract, the following is required (include major subcontracts), and must be submitted:

- a. Description of your present accounting system and any changes contemplated as a result of your proposal.
- b. Make-up or basis for the indirect cost rate(s) proposed in response to this RFP.
- c. Current financial statement (balance sheet and/or profit and loss statements for the last two years).

State what percentage this proposed contract will represent of the offeror's estimated total business during the period of performance.

Describe fully the impact of this contract on the offeror's organization and any contingency, limitation, and conditions affecting this project.

© Other Administrative Data

(1) Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP. In addition, it must contain a statement to the effect that it is firm for a period of at least two hundred and eighty-seven calendar days from the date of receipt by the Government.

(2) List the name and telephone number of the person to contact regarding your proposed accounting system.

Name: _____ Telephone No.: _____

(3) List the name, address, and telephone number of your firm's cognizant Government audit agency:

Name: _____ Telephone No.: _____

Address: _____

(4) Your proposal must list any current commitments with the Government relating to the work or services and indicate whether these commitments will or will not interfere with the completion of work and services as contemplated under this proposal.

(5) Attention is directed to Section H. _____ special clause entitled "Organizational Conflicts of Interest." In this section of the proposal, the offeror shall discuss any known potential conflicts with existing efforts being performed under contracts or subcontracts and shall address their plans for ensuring avoidance of conflict of interest under this contract. Of critical importance is the offeror's commitment to the performance of the work required under this contract. Thus, offerors shall provide a brief narrative discussion of how a future conflict would be resolved so as to ensure that there is no interruption in the work performed under this contract.

(6) Your proposal must identify any former DHHS employee to be utilized on this project by providing the individual's name when employed by DHHS, where employed, and the capacity in which employed.

(7) Your proposal must indicate whether you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. (If not, indicate the amount required and the anticipated source.)

(8) It is DHHS policy that contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government-furnished property or to authorize purchase with contract funds. If additional equipment must be acquired, you must include in your proposal a description and the estimated cost of each item, and state whether you propose to furnish the item with your own funds.

You must identify all Government-owned property in your possession, and all property acquired from Federal funds to which you have title, that you propose to use in performing the prospective contract.

The management and control of Government property must be in accordance with DHHS Publication (OS) 74.115 entitled "Control of Property in Possession of Contractors," a copy of which will be provided upon written request to the Contracting Officer at the address listed in Sections L. _____ and L. _____.

(9) Provide a summary of any exceptions or deviations taken or conditional assumptions made with respect to the RFP. Any exceptions taken must be explained and justified in terms of the benefits to the Government. Such exceptions will not, of themselves, automatically cause the proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, however, may result in rejection of your proposal(s) as unacceptable. No exceptions/deviations will be accepted unless a formal amendment to the RFP is issued (other than informalities or minor irregularities).

L.18 Acknowledgment of Receipt

Organizations receiving copies of this Draft Request for Proposal are requested to promptly acknowledge receipt and advise CDC, at the address in Block 8 of the Standard Form 33, in writing or via e-mail @ dsf2@cdc.gov.

