

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 99 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. 2007-N-09656	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 10/23/2007	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Centers for Disease Control and Prevention Contracts Management Branch PO Box 18070, 626 Cochrans Mill Rd Pittsburgh, PA 15236-0070		CODE 436	8. ADDRESS OFFER TO (If other than Item 7) Centers for Disease Control and Prevention Contracts Management Branch 2920 Brandywine Road Atlanta, GA 33041 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 10 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 1:00 PM local time 11/28/2007
(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 David Staudt	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER: EXT: (770) 488-2771	C. E-MAIL ADDRESS dstaudt@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.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		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(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) Centers for Disease Control and Prevention Contracts Management Branch, PO Box 18070, 626 Cochrans Mill Rd, Pittsburgh, PA 15236-0070		25. PAYMENT WILL BE MADE BY Centers for Disease Control and Prevention (FMO) PO Box 15580 404-498-4050 1-800-335-2455 Atlanta, GA 30329-4018		
26. NAME OF CONTRACTING OFFICER (Type or print) David J. Staudt		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

Section B - Supplies Or Services And Prices/Costs

B.1 Description of Services

Provide medical monitoring, diagnosis, and focused treatment services to all World Trade Center (WTC) Responder Health Program (RHP) members. These services will be provided free of charge to the members and will be provided in a location that is reasonably accessible to the member.

ITEM	SUPPLIES / SERVICES	QTY / UNIT	EXTENDED PRICE
000101	BPC Operations	1 Job	
000102	Treatment/Pharmacy Costs	1 Lot	NTE \$165,000,000

Option 1 Year 2 Items:

ITEM	SUPPLIES / SERVICES	QTY / UNIT	EXTENDED PRICE
000201	BPC Operations	1 Job	
000202	Treatment/Pharmacy Costs	1 Lot	NTE \$200,000,000

Option 2 Year 3 Items:

ITEM	SUPPLIES / SERVICES	QTY / UNIT	EXTENDED PRICE
000301	BPC Operations	1 Job	
000302	Treatment/Pharmacy Costs	1 Lot	NTE \$225,000,000

Option 3 Year 4 Items:

ITEM	SUPPLIES / SERVICES	QTY / UNIT	EXTENDED PRICE
000401	BPC Operations	1 Job	
000402	Treatment/Pharmacy Costs	1 Lot	NTE \$250,000,000

Option 4 Year 5 Items:

ITEM	SUPPLIES / SERVICES	QTY / UNIT	EXTENDED PRICE
000501	BPC Operations	1 Job	
000502	Treatment/Pharmacy Costs	1 Lot	NTE \$300,000,000

** The Not-To-Exceed (NTE) values in Section B are current Government best estimate only. These values serve to guide offerors to the anticipated activity under these CLINs. These values are not to be changed unless otherwise amended by the Contracting Officer, and shall be included in your Business Proposal (refer to L.15)

Cost Plus Fixed Fee Line Items. Base Contract.

CLIN/SLIN	ESTIMATED COST	FEE	TOTAL AMOUNT
000101			
000102	\$165,000,000	N/A	\$165,000,000
Subtotal			
0001			
Total			\$ 0.00

Cost Plus Fixed Fee Line Items. Option 1 Year 2 Items.

CLIN/SLIN	ESTIMATED COST	FEE	TOTAL AMOUNT
000201			
000202	\$200,000,000	N/A	\$200,000,000
Subtotal			
0002			
Total			\$ 0.00

Cost Plus Fixed Fee Line Items. Option 2 Year 3 Items.

CLIN/SLIN	ESTIMATED COST	FEE	TOTAL AMOUNT
000301			
000302	\$225,000,000	N/A	\$225,000,000
Subtotal			
0003			
Total			\$ 0.00

Cost Plus Fixed Fee Line Items. Option 3 Year 4 Items.

CLIN/SLIN	ESTIMATED COST	BASE FEE	TOTAL AMOUNT
000401			
000402	\$250,000,000	N/A	\$250,000,000
Subtotal			
0004			
Total			\$ 0.00

Cost Plus Fixed Fee Line Items. Option 4 Year 5 Items.

CLIN/SLIN	ESTIMATED COST	BASE FEE	TOTAL AMOUNT
000501			
000502	\$300,000,000	N/A	\$300,000,000
Subtotal			
0005			
Total			\$ 0.00

SECTION C –BACKGROUND AND PERFORMANCE WORK STATEMENT (PWS)

C.1 Background and Need

Since September 11, 2001, the Department of Health and Human Services (DHHS), Centers for Disease Control and Prevention (CDC), and NIOSH have been active in assessing the health impact of the World Trade Center (WTC) disaster. In early 2002, NIOSH developed a health screening program for WTC responders.

Because of the increased scope of the program, NIOSH has established a WTC Health Programs Office (HPO) to oversee the WTC Responder Health Program (RHP). The purpose of this WTC Business Process Center (BPC) Contract is to secure the services of an experienced third party health care administrator who will work directly with the NIOSH WTC HPO to fulfill the following functions required by the Performance Work Statement:

- Services to members, including enrollment, information call center, and dispute resolution
- Medical monitoring exams and treatment, as needed, for members outside of the New York City (NYC) vicinity through a national network of health care providers
- Claims processing and bill payment for all medical monitoring and treatment services to all members of the WTC RHP
- Nationwide pharmacy benefit for all members.

The WTC RHP will be made up of six or more Centers of Excellence for Care, two Centers of Excellence for Data Collection and Analysis, and the BPC Contractor. People who live outside of the NYC area and need treatment are currently being referred to local health providers in coordination with the Mount Sinai School of Medicine.

Eligibility Criteria

A person is eligible if they qualify by the criteria below after filling out an eligibility form or calling the Registration Hotline (888-702-0630)

Work performed: Rescue, recovery, demolition, debris cleanup, or other related services.

Location: South of Canal Street in Manhattan; Barge Loading Piers; Office of the Chief Medical Examiner; Path Tunnels; Garages; Staten Island landfill.

Time: 4 hours or more 9/11 – 9/14 inclusive; OR 24 hours or more 9/11 – 9/30 inclusive; OR 80 hours or more 9/11-12/28 inclusive.

WTC Responders Enrolled (Members)

There are currently about 37,000 of the WTC responders that are enrolled in the program (members). These members are receiving monitoring and/or health care services under this program.

Of these 37,000 members, approximately 34,000 live in the NYC vicinity and are being serviced by one of the 6 clinical centers. Based on the occupational health experience of these clinical centers, they are "Centers of Excellence".

It is estimated that an additional 15,000 WTC responders may enroll in the program over the next two years, and it is assumed that about 10,000 of these responders live in the NYC area and 5,000 live outside of the NYC area.

Features of the WTC RHP include:

- All WTC RHP members will be treated for covered conditions, free of charge. This means that no claim for a covered service will be denied by the BPC.
- The Case Managers will provide such services as scheduling of medical monitoring exams and working with the medical monitoring providers and members to schedule treatment.

C.2 Current WTC Health Program Operations

Figure C.2-1 shows the process flow of a person as they enter the WTC RHP. As mentioned above, there are approximately 37,000 members currently enrolled in the program that are already at some point in this process flow.

A person who believes that they are eligible for the WTC RHP goes through a self-administered eligibility questionnaire which is reviewed by a Case Manager for determination of eligibility. Once eligibility is determined, the Case Manager assists the new member in scheduling an initial medical monitoring exam. The protocol for the medical monitoring examinations is contained in Section J.3.

The Centers of Excellence will provide Case Managers for the members who are assigned to that center. The BPC Contractor shall provide Case Managers for those members who are assigned to the BPC Contractor's Health Care Provider Network.

If the member lives in the NYC area, the medical monitoring exam will be conducted by one of the Centers of Excellence. If the member lives outside of the NYC area, the medical monitoring exam will be conducted by a health care provider in the BPC Contractor's network. The Case Manager will follow the member's progress through the program and assist them with such things as scheduling appointments for follow-up medical monitoring exams and treatment.

During the medical monitoring exam, if no illness is diagnosed, or if the illness is determined not to be WTC-related, or if it is determined that no treatment is required, the member is scheduled for a follow-up medical monitoring exam. Members will be scheduled for medical monitoring exams every 12 months.

Currently, the medical monitoring examinations outside of the NYC area are being conducted by QTC Management, Inc.

Figure C.2-2 shows the services currently provided under the WTC Health Responder Program.

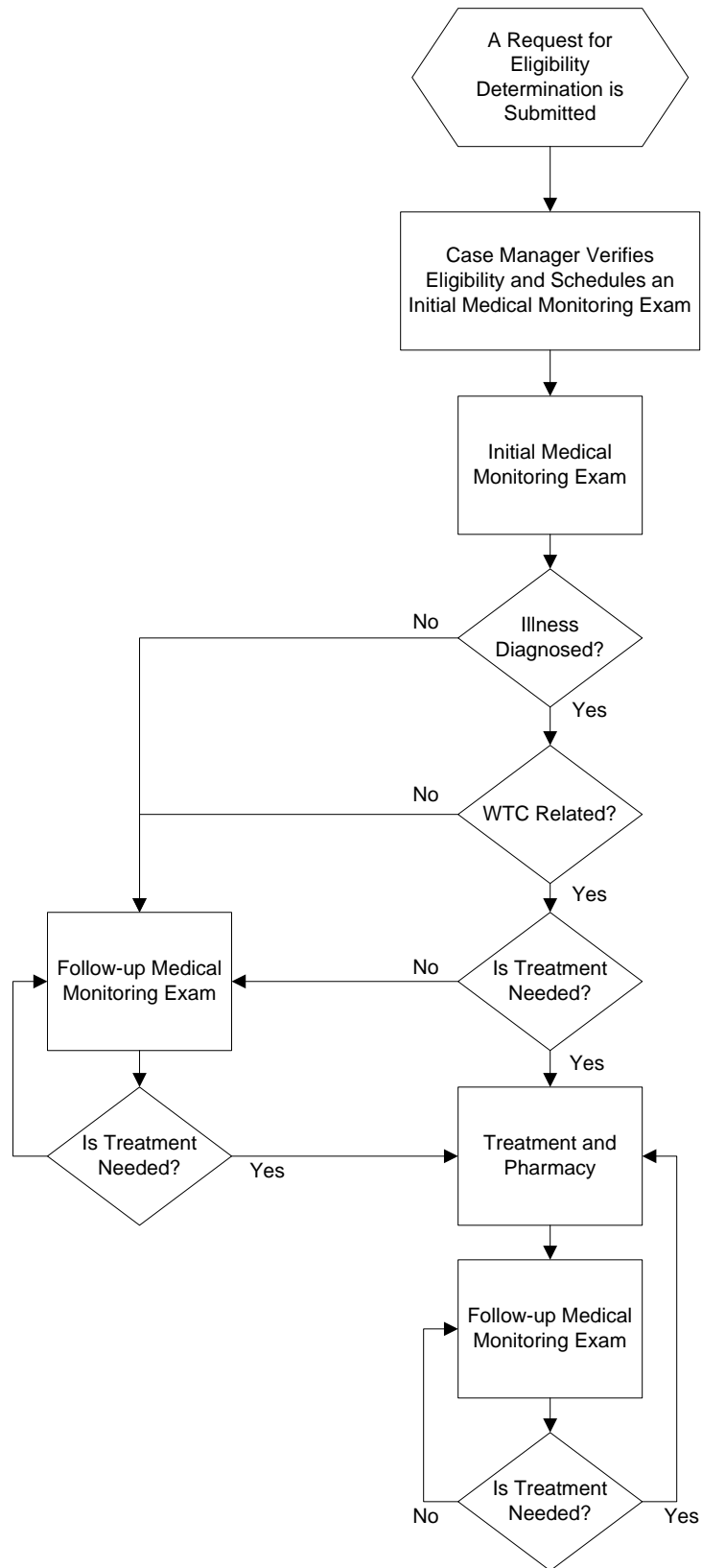


Figure C.2-1

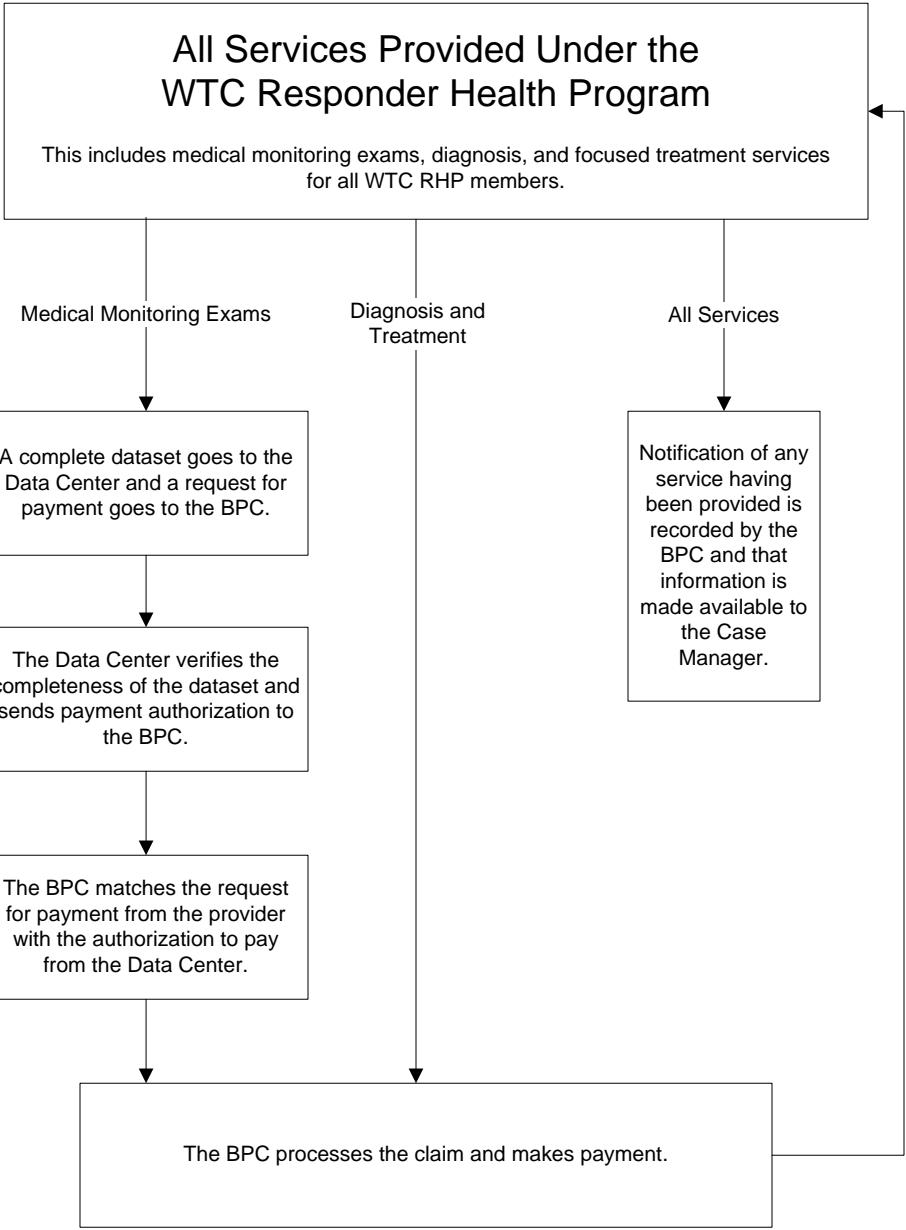


Figure C.2-2

There are specific medical conditions which have been identified as being WTC-related. The WTC HPO has been tasked with providing treatment for these specific WTC-related medical conditions. A listing of the ICD9 Codes for the medical conditions covered under the WTC RHP can be found in Section J.4. Specific medical procedures to treat these covered conditions have been identified. A listing of the CPT Codes for the medical procedures covered under the WTC RHP can be found in Section J.5.

If the medical monitoring exam reveals an illness that is WTC-related, requires treatment, and is on the list of covered conditions (See Section J.4) the Case Manager will work with the medical monitoring exam provider and the member to schedule an appointment with an appropriate health care provider.

As part of the treatment, required medication on the approved formulary (see Section J.6) will be provided through the nationwide pharmacy benefit to be provided by the BPC Contractor. Currently, approximately 70% of the pharmacy benefits are being provided by Express Scripts, Inc. The BPC Contractor will become the sole provider of pharmacy benefits to all WTC RHP members.

All services and medication shall be billed on a fee-for-service basis. This means that the health care provider shall submit a standard CMS 1500 form to the BPC Contractor and the BPC Contractor shall process the claim and pay the provider a predetermined fee.

The Case Manager will monitor the member's progress the entire time the member is in the WTC RHP. In order to accomplish this responsibility, the BPC Contractor shall provide a medical management system that will allow the Case Manager to track all services provided to a member under the WTC RHP.

C.3 Performance Work Statement

This section provides an overall description of the work to be performed.

C.4 General Overview

The BPC Contractor shall provide:

- a. Claims processing and bill payment for all medical monitoring, diagnosis, and focused treatment services provided to all WTC RHP members.
- b. A nationwide pharmacy benefit for all members. The formulary for this pharmacy benefit can be found in Section J.6.
- c. A health care provider network to provide medical monitoring examinations, diagnosis, and focused treatment to WTC RHP members outside of the NYC area.
- d. Selected Member Services benefits.

Figure C.4-1 shows the functional components of the WTC RHP along with a summary of the roles and responsibilities of that functional area.

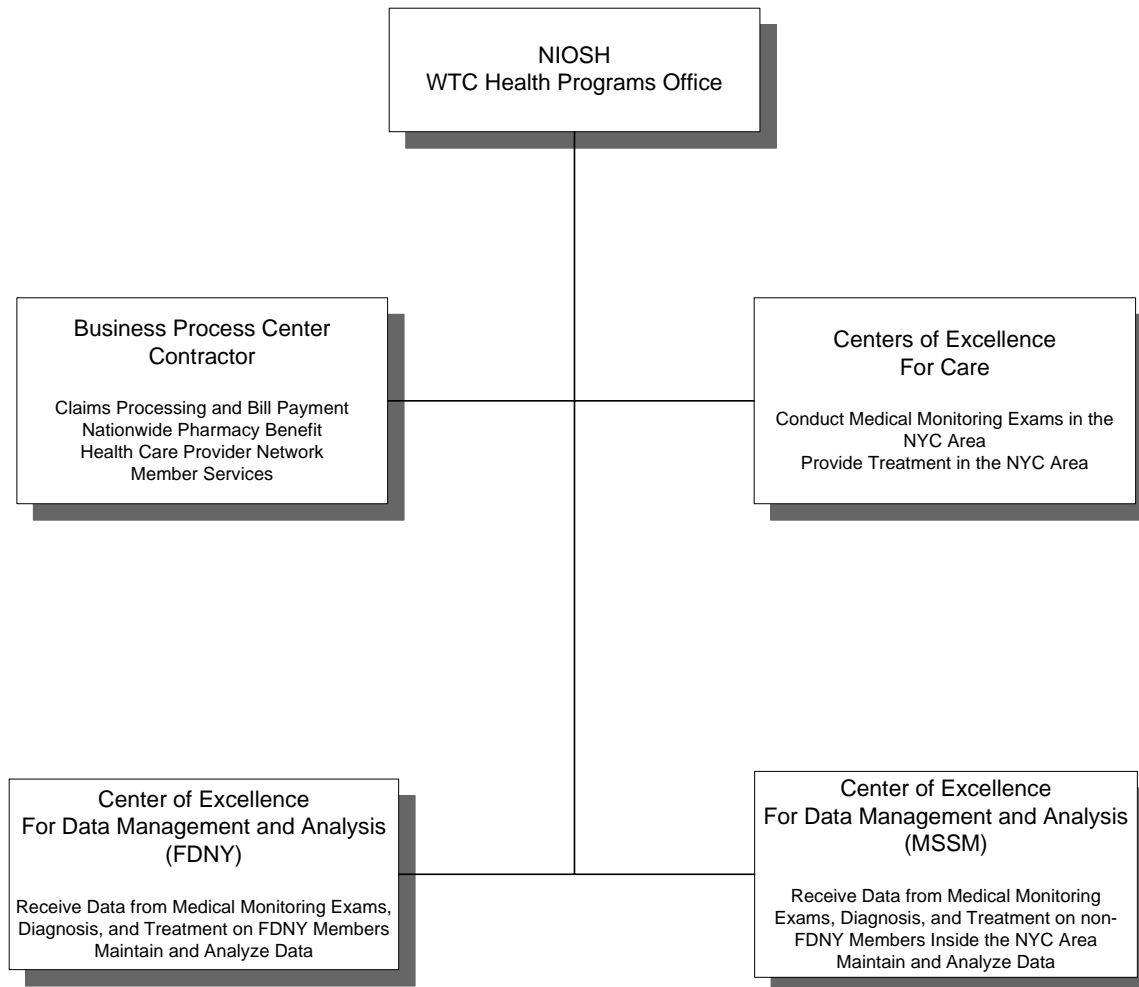


Figure C.4-1

C.5 Scope

1. Contractor shall establish and maintain close communication with the two Centers of Excellence for Data Management and Analysis. Those Centers are the Center of Excellence for Data Management and Analysis at the Fire Department of New York (FDNY) and the Center of Excellence for Data Management and Analysis located at the Mount Sinai School of Medicine (MSSM).
2. Contractor shall analyze data at both data centers to ascertain the results of specific procedures or a listing of non-covered procedures that the health care provider recommends.
3. The Contractor shall provide all the necessary procedures, personnel and systems to provide comprehensive claims processing and bill payment services as specified in this PWS.
4. The Contractor shall provide the procedures, personnel and systems necessary to manage and maintain a fully operational claims processing and bill payment service no later than the end of the Transition-in Phase.
5. The Contractor shall provide access via telephone or cellular phone from the hours of 9:00 AM - 5:00 PM, Monday to Friday, for the resolution of emergency and non-emergency issues and respond to all non-emergency WTC HPO inquiries within one (1) hour of receipt of the call from the WTC HPO Project Officer or designee.
6. The Contractor shall acknowledge all inquiries noted by the WTC HPO as emergencies within one (1) hour of receipt of the call.
7. The BPC Contractor shall have procedures and systems in place to process monitoring exams, submit the results of the exam to one of the two Data Centers, and receive and process payment authorizations. The WTC HPO estimates that 25,000 medical monitoring exams will be performed during the first year of the contract, and that that a maximum of 40,000 exams could be performed in a year.
8. The BPC Contractor shall have procedures and systems in place to process diagnosis or focused treatment claims. This process includes entering the claims data into their records system and process payment to the performing health care provider according to procedures established in the Transition-in Phase. Of the current 37,000 members enrolled in the program, the WTC HPO estimates that approximately 25% of these members currently require treatment services.
9. The Contractor shall:
 - Maintain an internal communication strategy which responds to and implements changes in program standards and change requests
 - Maintain systems infrastructure to interact with the standard systems of other WTC RHP participants (including medical monitoring exam, diagnosis, and treatment providers, the Case Managers, and the two data centers)
 - Stay abreast of industry issues such as changes to the electronic claims processing standards
 - Receive and process paper claim submissions
 - Demonstrate an understanding of the various methodologies used to process all types of claims for the WTC RHP.
 - Maintain a data processing system which will be used to process WTC RHP claims and pay the associated bills. This system must be capable of receiving claims submissions from medical monitoring, diagnosis, and treatment providers and making payments for all services. The system shall also be capable of providing all required reports and ensuring the security of all data.

10. The Contractor shall provide pharmacy benefit management and prescription drug disbursement services to support the WTC RHP. The pharmacy benefit management and prescription drug disbursement services shall include pharmacy benefit services for all eligible members at no cost to the members. Benefits shall include retail prescription drug disbursement services, mail order pharmacy services, Drug Utilization Review (DUR) services, formulary management services, data management services, benefit management, call center and online membership services, and data reporting services.

11. The Contractor shall provide a real-time, secure, online Pharmacy Benefit Management System (PBM System) for administration and member management. This System shall be capable of adding new files, updating existing files, retrieve historical data, and discrepancy reporting.

12. The Contractor shall provide training, online help and administrative support for WTC HPO designated administrators on the PBM System as required.

13. The Contractor shall provide verifiable procedures to ensure the confidentiality, security and integrity of the PBM System data and to ensure the transferability of all records and data to any successor vendor or entity as may be required by the WTC HPO.

14. The Contractor shall maintain a Disaster Recovery Plan to include back-up data procedures and the maintenance of an executable disaster recovery manual. The Contractor shall certify as to the current status of the Disaster Recovery Plan within five (5) business days of receipt of an oral or written request from a WTC RHP Project Officer.

15. The Contractor shall provide full comprehensive coordination of benefits ("COB") functionality in the provider's claims adjudication system, including at the point-of-sale ("POS"). The COB services to be provided shall include:

- A full list of all covered medications (See Section J.6 for the initial formulary)
- A full description of all Member Pharmacy Benefits
- A full list of all Participating Pharmacies

16. The Contractor shall provide claims processing and adjudication services to include the following:

- A POS system for adjudication of pharmacy claims
- Ensuring that all pharmacy claim transactions are adjudicated within 5 working days
- On-line member claim filing twenty-four (24) hours per day, seven (7) days per week.
- Maintain a current and accurate Formulary file that is updated within one day of notification of formulary changes.
- Instituting a disaster recovery plan to include back-up data procedures and the creation and maintenance of an executable disaster recovery manual.
- POS paper claims processing services for participating pharmacies

17. The Contractor shall provide paper claims activity reports to the WTC HPO on a monthly basis.

18. The Contractor shall provide a fraud and abuse audit process for paper claim submission. Only paper claims submitted by a participating pharmacy shall be processed. Paper claims submitted by a WTC RHP member shall not be accepted for payment, and shall be returned to the member with an explanation of such rejection.

19. The Contractor shall pass-through all rebate payments made to, and received from, retail providers and vendors.

20. The Contractor shall provide monthly review of the WTC RHP Formulary for opportunities to receive drug manufacturer rebate contracts and/or "bundling" contracts.
 - The Contractor shall provide a monthly rebate report listing each rebate.
 - The Contractor shall provide copies of all rebate contracts for WTC RHP formulary drugs within three (3) business days of oral notification from the WTC RHP Project Officer.

 21. The Contractor shall provide the following account services:
 - Accessibility via telephone or cellular phone from the hours of 9:00 AM - 5:00 PM, Monday to Friday, for the resolution of emergency and non-emergency issues.
 - Respond to all non-emergency WTC HPO inquiries within one (1) hour of receipt of the call from the WTC RHP Project Officer or designee
 - Acknowledge all inquiries noted by the WTC HPO as emergencies within one (1) hour of receipt of the call.
 - Provide the procedures, personnel, and systems necessary to manage and maintain a fully functional nationwide pharmacy benefit program no later than the end of the Transition-in Phase.
 - Ensure that all Pharmacy Benefit Management (PBM) data from the current pharmacy benefit provider is input into the Contractor's PBM system prior to the end of the Transition-in Phase. PBM data includes all prescription history, claims adjudication data, and eligibility data for all members who received benefits in the prior system and other data as required.
 - Provide documented full service cost control management to include network pharmacy management and drug rebate sharing.
 - Manage participating pharmacies and evaluate their performance by performing independent validation and verification and audits of pharmacy procedures and processes with respect to Contractor required services. The Contractor shall provide evidence of such validation and verification activities within three (3) business day of notification by the WTC RHP Project Officer.
 - Provide timely and accurate responses to both telephonic and written inquires submitted to any unit within the Contractor's organization regarding the WTC RHP.
 - Provide customer service for members to manage prescription mail order status and refill management via a toll-free telephone number and include the opportunity to speak with an individual customer service agent within the second level of telephone voice-recorded prompting for service. This service shall be available for member inquiries between the hours of 8:00 AM and 10:00 PM Eastern Standard Time, Monday to Friday, at a minimum.
 - Provide customer service for members to manage prescription mail order status and refill management via a web-based system. The Contractor shall provide a secure login and shall manage account registration, password authentication and on-line screen name/password retrieval services.
 - Provide a customer service call tracking, call monitoring, recording and reporting system as mutually agreed upon between the Contractor and the WTC HPO.

 22. The Contractor shall provide the following dispute resolution services:
 - A system to record, track, investigate, and resolve disputes and complaints by members and providers.
 - Ability to submit appeals by telephone, mail, email or through an online web page.
 - Written notification to the WTC RHP Project Officer within (3) business days of receipt of the appeal.
 - Resolve each appeal within three (3) business days of receipt of the grievance
 - Email appeals shall be acknowledged via return email within one (1) hour of receipt between 9:00 AM - 5:00 PM, Monday to Friday. Written appeals shall be acknowledged within one (1) business day of receipt of the appeal. The Contractor shall provide written status of any unresolved issue to the WTC RHP Project Officer on a weekly basis until the issue is resolved.
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23. The Contractor shall provide analytical reports that are clinical and financial in nature.
24. The Contractor shall have predictive modeling capabilities and tools that will assist the WTC HPO in assessing actual costs, costs/drug volumes and estimated costs based upon drug trending.
25. The Contract shall provide program analyses to include:
 - a. Per patient drug use
 - b. Physician prescription per drug
 - c. Per drug volume rates
 - d. Rates of renewal per patient
 - e. Rates of renewal per drug
 - f. Monthly metrics as mutually agreed upon by the Contractor and the WTC HPO
26. The Contractor shall make provision to provide data systems and reporting services as follows:
 - a. The Contractor shall provide standard reports electronically as defined and mutually agreed upon by the Contractor and the WTC HPO by the tenth (10) calendar day of each month following the month of activity and required paper reports within fifteen (15) calendar days of the end of the reporting period.
 - b. The Contractor shall provide the ability to modify the standard reports and to change the frequency the reports are run to meet the WTC HPO's needs.
 - c. The Contractor shall provide customer service metrics, utilization metrics, and standard and ad hoc reports.
 - d. The Contractor shall provide metrics and usage reports to measure patient drug use, prescriptions per drug per physician, per drug volume rates, rates of renewal per patient, rates of renewal per drug, and additional monthly metrics as directed by the WTC HPO.
 - e. The Contractor shall provide weekly and monthly metrics and usage reports to measure patient drug use, prescriptions per drug per physician, per drug volume rates, rates of renewal per patient, rates of renewal per drug, and additional monthly metrics as directed by the WTC HPO.
 - f. All data output to include all billing information and related data shall be exported in ASCII data file and Microsoft Excel file format and shall be delivered in the format expressly requested by the WTC HPO.
 - g. The Contractor shall provide the WTC HPO access to an on-line reporting tool to include functions to monitor usage metrics and performance with security and access levels as designated by the WTC HPO.
27. The Contractor shall conduct on-site and desktop fraud and abuse audits of the participating pharmacy network annually or upon request by the WTC HPO. These services include:
 - a. Begin investigation of a fraud or abuse complaint within one (1) business day of receipt of notification by the WTC RHP Project Officer. The Contractor shall provide the WTC HPO with a full report of the investigation of the alleged fraud or abuse complaint within ten (10) business days.
 - b. Certify that auditors have no conflict of interest and maintain audit independence
 - c. Process, monitor, review, report and resolve any and all fraud and abuse allegations and/or situations identified
 - d. Documentation, access to relevant systems and support training for designated WTC HPO personnel regarding fraud and abuse cases.
 - e. Provide copies of all audits, reports and investigation documentation within one (1) day of receipt of oral notification from the WTC RHP Project Officer.

28. The Contractor shall manage the transaction categories and provide reporting and associated financial processes for all plans to include:

- Recoupments
- Recoveries
- Voids
- Reprocessing
- Run-out claims (claims with date of service before cut off).

29. The Contractor shall contract with an independent auditor to complete an AICPA SAS70 financial control audit to be submitted to the WTC HPO annually. The AICPA SAS-70 shall be accompanied by a corrective action plan for any issues identified in the report.

30. The Contractor shall provide electronic remittance of payment to providers.

31. The Contractor shall provide the following prescription drug disbursement services:

- a. A nationwide retail pharmacy network with at least 40,000 participating pharmacies. The Contractor shall provide an affidavit-affirming fulfillment of this requirement. The affidavit shall provide a website link to the Contractor's pharmacy network listings that fulfill this requirement.
- b. The network shall include a mail order pharmacy with online capabilities for managing prescription orders and refill request. The mail order pharmacy shall be the mail order outlet for the pharmacy network only.
- c. Mail order pharmacy services shall provide prescribed medications and refills no later than (5) business days after receipt of the initial member prescription.
- d. Notification to the member shall be provided no later than thirty (30) days prior to the completion of a ninety (90) day prescription to process each refill prescription.
- e. Notification to the member thirty (30) days prior to the completion of the third (3rd) refill prescription to ensure the member adequate time to seek a new prescription as required.
- f. Refill service to allow members to process their refills requests upon receipt of notification of a refill and/or at a minimum thirty (30) days prior to the completion of a prescription.
- g. Mail order refill services shall provide prescribed refill medication no later than three (5) business days after receipt of the refill request from the member.
- h. Ensure that each member prescription is input in the PBM System within one (1) business day of receipt of the prescription by a participating pharmacy. In the case of a POS fulfillment of the prescription in a participating retail pharmacy, the details of the prescription including the member name, address, account number, formulary and refill instructions, shall be input at the POS.

32. The Contractor shall:

- Provide and maintain a current and accurate medical formulary for all members. The formulary to be used in the WTC RHP can be found in Section J.3.
 - Provide a POS system for the adjudication of pharmacy claims
 - Adjudicate pharmacy claim transactions within five (5) days
 - Provide a list of all rejected claims to the WTC RHP Project Officer on a weekly basis in a form to be designated by the WTC HPO, and to include the name of the claimant, reason for the claim rejection, and all follow-up services provided.
 - Provide claims processing system availability twenty-four (24) hours per day, seven (7) days per week.
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33. The Contractor shall:
- a. Update the medical formulary of approved drugs within one (1) business day of receipt of the formulary changes.
 - b. Provide and adjust the price schedule per medication within three (3) business day of receipt of the formulary changes. In the event there is no reference for determining the wholesale price of a drug as provided in the formulary, the parties shall mutually agree upon a reference for drug pricing to be used for this Agreement.
 - c. The Contractor shall provide concurrent Drug Utilization Review (DUR) services at no cost to the WTC HPO to include developing a protocol for managing:
 - drug-drug interactions
 - Drug-patient interactions
 - Drug-disease interactions
 - Drug-pregnancy interactions
 - Drug over utilization
 - Duplicate therapy
 - Addictive substances
 - Long term hypnotics
34. The Contractor shall provide a Step Therapy program for selective formulary categories. Step Therapy services shall include the following:
- a. Recommended drug therapy substitutions for each class of drug requested. Substitutions shall show preference for FDA authorized generic drugs for first time prescriptions followed by a second level of substitution where applicable, prior to allowing the fulfillment of the brand name drug
 - b. At the sole discretion of the WTC HPO, a member receiving medication under a Step Therapy protocol shall receive the brand name drug if so authorized regardless of the Step Therapy protocol. The Contractor shall provide an online procedure to allow the override of the Step Therapy protocol.
35. The Contractor shall provide all the necessary procedures, personnel and systems to provide a network of health care providers as specified in this PWS.
36. The Contractor shall provide the procedures, personnel and systems necessary to manage and maintain a fully operational health care provider network and all required support services no later than the end of the Transition-in Phase.
37. The Contractor shall provide the following account management services:
- a. Accessibility via telephone or cellular phone from the hours of 9:00 AM - 5:00 PM, Monday to Friday, for the resolution of emergency and non-emergency issues.
 - b. Response to all non-emergency WTC HPO inquiries within one (1) hour of receipt of the call from the WTC RHP Project Officer or designee.
 - c. Acknowledge all inquiries noted by the WTC HPO as emergencies within one (1) hour of receipt of the call.
38. The Contractor shall establish or subcontract a national network of health care providers. The health care provider network shall provide medical monitoring examinations, diagnosis, and focused treatment for HCP for members outside the NYC area.
39. The Contractor shall establish and maintain a care provider network to serve all eligible members who are or may be enrolled. This network shall include hospitals, specialty clinics, trauma centers,

specialists, primary care physicians and in-home care. Covered services shall be provided out-of-network if such services are not available through in-network providers.

40. The Contractor shall make available accessible facilities, service locations, service sites, and health care personnel sufficient to provide the required services.

41. All medical providers shall maintain hospital privileges if hospital privileges are required for the performance of required services.

42. The BPC Contractor's health care provider network shall contain health care providers at locations so that a minimum of 95% of members in an urban setting will have to travel no more than 25 miles to the closest primary care provider, and a minimum of 90% of members in a rural setting will have to travel no more than 50 miles to the closest primary care provider. Section J.7 contains city codes for current HCP members outside of the NYC area. Members whose residence exceeds these limits will be provided in-home care.

43. The Contractor shall ensure that all providers, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Contractor, are properly licensed under applicable state law and/or regulations.

44. The Contractor shall selectively contract with providers and to select only a certain number in a geographic area in order to offer a greater volume of members to each provider, negotiate cost-effective rates of payment, and define standards of care. The emphasis will be on the delivery system/network submitted by the Contractor.

45. The Contractor shall designate the six Centers of Excellence as preferred providers for members in the NYC area. It is the intention of this requirement that members now being served by one of the Centers of Excellence shall continue to be serviced by that Center of Excellence.

46. The Contractor shall assist members, caregivers, Case Managers, and other service providers under the WTC RHP in obtaining or providing covered services as described in this PWS.

47. There shall be two components to the Member Services to be provided by the BPC Contractor's Member Services Department. One component shall consist of Member Services for all members. The second component shall consist of services for those members who are not assigned to one of the Centers of Excellence in the NYC area. These Member Services shall be established during the Transition-in Phase and shall include:

Service	BPC Provides to All WTC RHP Members	BPC Only Provides to WTC RHP Members Outside of the NYC Area
Getting information to people who are eligible for the program but are not currently enrolled	X	
Determining and manage WTC RHP member eligibility, demographics, and claim data	X	
Providing enrollment services	X	
Providing membership cards to members	X	
Providing Ombudsman	X	
Answering administrative questions from members related to pharmacy benefit	X	
Handling appeals	X	
Handling conflicts	X	
Maintaining a member information hotline available 24/7	X	
Measuring member satisfaction	X	
Maintaining member records	X	
Quality Improvement	X	
Answering administrative questions from members related to medical monitoring exams	X	
Providing information updates to members	X	
Answering administrative questions from members related to treatment	X	
Getting information updates from members		X
Retaining current members		X
Scheduling initial medical monitoring exam		X
Scheduling follow-up medical monitoring exam		X
Determining who the initial treatment provider will be		X
Scheduling appointments with the initial treatment provider and other care providers		X
Assigning a Case Manager to each member		X

48. The Contractor shall provide the following member services:
- Accessibility via telephone or cellular phone from the hours of 9:00 AM - 5:00 PM, Monday to Friday, for the resolution of emergency and non-emergency issues
 - Response to all non-emergency WTC HPO inquiries within one (1) hour of receipt of the call from the WTC RHP Project Officer or designee. The Account Manager for Member Services shall acknowledge all inquiries noted by the WTC HPO as emergencies within one (1) hour of receipt of the call
 - Explanation of the benefits and covered services offered under the WTC RHP, including covered conditions and limitations, and any conditions associated with the receipt or use of benefits
 - Explanation of the process for obtaining WTC RHP services
 - Provide information on the providers from whom WTC RHP members may obtain services
 - Fielding and responding to member questions and complaints regarding the WTC RHP benefits and services
 - Clarifying information in the member handbooks for members regarding WTC RHP benefits and services
 - Advising members of the applicable complaint and appeals programs, utilization review processes, and the member's rights to a fair review.
49. The Contractor shall develop all member benefits documents to include benefits booklets, letters, pharmacy mail order documentation, and ID Cards. A final proof copy of all member benefits documents shall be provided to the WTC RHP Project Officer for approval prior to issuance. The Contractor shall provide all member materials to eligible members prior to the end of the Transition-in Phase.
50. The Contractor shall provide members with a single identification card that identifies them as members of the WTC RHP. This single membership card shall be used when requesting any service provided under the WTC RHP.
51. The Contractor shall perform all member enrollment functions, including verification of enrollment, application of appropriate provider reimbursement, creation and mailing of explanation of benefits (as appropriate), provision of accessibility to a list of network health care providers and participating pharmacies, and maintenance of all member records for retrieval and viewing by the Contractor and WTC HPO personnel as required.
52. The Contractor shall provide a real-time, secure, online Member Services Management System (MSM System) for administration and member management. The MSM shall:
- Provide the ability to input new or updated member files into the MSM System on a daily basis.
 - Provide the ability to input manual updates to eligibility files.
 - Provide the ability to retrieve historical data for the full coverage period of the contract.
 - Provide processes for acceptance, validation, and discrepancy reporting for all files and updates to include transaction on weekends and holiday.
53. The Contractor shall provide training, online help and administrative support for Case Managers and WTC HPO designated administrators on the MSM System.
54. The Contractor shall provide verifiable procedures to ensure the confidentiality, security and integrity of the MSM System data and to ensure the transferability of all records and data to any successor vendor or entity as may be required by the WTC HPO.
55. The Contractor shall maintain a Disaster Recovery Plan to include back-up data procedures and the maintenance of an executable disaster recovery manual. The Contractor shall certify as to the current

status of the Disaster Recovery Plan within five (5) business days of receipt of an oral or written request from a WTC RHP Project Officer.

56. The Contractor shall have personnel assigned to this project that have the experience, educational background, and record of past accomplishment appropriate to the scope of the effort.

57. At a minimum, Key Personnel shall include a Program Manager and four (4) Account Managers. The Program Manager shall have overall responsibility for the BPC Contract. The Contractor's Program Manager shall serve at the Contractor's single point of contact with the WTC HPO.

58. Key Personnel shall be accessible via telephone or cellular phone from the hours of 9:00 AM - 5:00 PM, EST, Monday to Friday, for the resolution of emergency and non-emergency issues. Key Personnel shall respond to all non-emergency WTC HPO inquiries within one (1) hour of receipt of the call from the WTC RHP Project Officer or designee. Key Personnel shall acknowledge all inquiries noted by the WTC HPO as emergencies within one (1) hour of receipt of the call. All Key Personnel shall designate a secondary point of contact that administers that area of responsibility. These representatives shall be accessible to the WTC HPO in the same manner and with the same requirements as the Key Personnel.

59. The Contractor shall provide the personnel necessary to develop and manage the activities required to implement the BPC Contract requirements no later than the end of the Transition-in Phase.

60. The Contractor shall maintain and shall require its subcontractors, including its participating providers, to maintain appropriate records relating to Contractor performance under the Contract, including:

- records related to services provided to members, including a separate Medical Record for each member;
- all financial records and statistical data that the WTC HPO and any other authorized governmental agency may require including books, accounts, journals, ledgers, and all financial records relating to capitation payments, third party health insurance recovery, and other revenue received and expenses incurred under the Contract;
- appropriate financial records to document fiscal activities and expenditures, including records relating to the sources and application of funds and to the capacity of the Contractor or its subcontractors, including its participating providers, if applicable, to bear the risk of potential financial losses.

SECTION D – PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

All deliverables required under this contract must be shipped and marked in accordance with contract Section F. Deliverables and any other requirements are set forth therein.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES – COST-REIMBURSEMENT

- a. All work under this contract is subject to inspection and final acceptance by the Contracting Officer or the duly authorized representative of the Government.
- b. The Government's Project Officer is a duly authorized representative of the Government and is responsible for inspection and acceptance of all items to be delivered under this contract.
- c. Inspection and acceptance of the Contractor's performance shall be in accordance with FAR Clause 52.246-5 "Inspection of Services-Cost Reimbursement."

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The work and services hereunder shall be completed as follows:

The period of performance for completion of all work under this contract shall be from the effective date of contract award for one (1) year with four, one-year options. If the Government exercises its options(s), the period of performance will be increased from the base year as follows:

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE
0001	Implementation Base Year	12 months from effective date of contract award
0002	Option Year 1 Operations	12 months from exercise of option
0003	Option Year 2 Operations	12 months from exercise of option
0004	Option Year 3 Operations	12 months from exercise of option
0005	Option Year 4 Operations Closeout Activities	12 months from exercise of option

F.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

a. At the option of the Government, this contract may be extended by the Contracting Officer giving written notice of extension to the contractor prior to the expiration date of this contract; provided, that the Contracting Officer shall have given preliminary notice of the Government's intent to extend not later than 60 days prior to the last day of the term of this contract (such preliminary notice shall not be construed as an exercise of the option, and will not bind the Government to exercise the option). If the Government exercises this option, the contract, as extended, shall be deemed to include this option provision; provided, however, that the total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

b. In the event that the contract is extended, the contractor shall continue the effort described in Section C - Performance Work Statement during the period immediately following that set forth in Section F.2 entitled "Period of Performance."

F.3 DELIVERABLE DOCUMENTATION (Jul 1999)

(a) Documentation

a. The following is a list of required documentation to be delivered to the Government as a part of contract performance.

b. All deliverables required under this contract shall be packaged, marked and shipped in accordance with the guidance found in this section. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

c. Reports submitted under the contract shall reference and cite the contract number and identify NIOSH as the sponsoring agency.

d. Satisfactory performance under the contract shall be deemed to occur upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items (reports submitted under the contract shall reference and cite the contract number and identify NIOSH as the sponsoring agency):

The data and analyses of data that are required to be reported from the BPC Contractor to the WTC HPO fall into three categories: health care, financial, and administrative. The data and analyses to be reported to the WTC HPO shall include all information required to effectively administer and manage the WTC RHP. Minimum required data are listed below. The Contractor shall provide a listing and short description of standard reports that will provide these data and analyses of these data, as well as any other data and analyses that the Contractor considers to be valuable to the WTC HPO. All reports shall be submitted monthly unless otherwise specified. The Contractor will certify the completeness and accuracy of the reports submitted pursuant to this section. The certification shall be in the manner and format currently established by the WTC HPO (format to be provided) and shall attest, based on the Contractor's best knowledge and belief, to the accuracy, completeness and truthfulness of the reports being submitted. The WTC HPO will not receive any personal data on the members (names or other identifiers).

Health Care Data Report Category	
All reports due on the 10th day of the month for previous month's activities	
Medical monitoring exams	Diagnosis and/or Treatment
Total number of medical monitoring exams performed and dates performed	Total number of each type of diagnosis and/or treatment performed and dates performed
Provider that performed the medical monitoring exam	Provider that performed the diagnosis and/or treatment
Listing of the numbers of members receiving medical monitoring exams	Listing of the numbers of members receiving the diagnosis and/or treatment
City-Level Zip Location of members receiving medical monitoring exams	Location of members receiving the diagnosis and/or treatment
Whether or not treatment or additional diagnosis has been recommended and, if so, for what conditions	Whether or not additional diagnosis and/or treatment has been recommended and, if so, for what conditions
	A listing of medications or durable products that have been prescribed, and for what conditions. This list should also be broken down by provider and by receiving member.

Financial Data Report Category	
All reports due on the 10th day of the month for previous month's activities	
Medical monitoring exams	Diagnosis and Treatment
Dollars paid for medical monitoring exams. A list should include each exam, the provider conducting the exam, and the date and location the exam was performed.	Dollars paid for diagnosis and/or treatment. A list should include each diagnosis and treatment code and the associated medical condition, the provider performing the diagnosis and/or treatment, and the date and location of the diagnosis and /or treatment

Administrative Data Report Category
All reports due on the 10th day of the month for previous month's activities
Dollars billed to the WTC RHP other than the fee-for-service payments to providers (i.e., claims). This information should be broken down by date and type of expense within each of the four major areas of responsibility of the BPC contract

Format - Except as otherwise specified herein, the Contractor shall prepare and submit to the WTC HPO the reports required under this Section, in an agreed media format within thirty (30) days of the close of the applicable semi-annual or annual reporting period, within fifteen (15) business days of the close of the applicable quarterly reporting period, and within ten (10) business days of the close of the applicable monthly reporting period.

The WTC HOP Contracting Officer may extend due dates, or modify report requirements or formats upon a written request by the Contractor to the WTC HPO Contracting Officer, where the Contractor has demonstrated a good and compelling reason for the extension or modification. The determination to grant a modification or extension of time shall be made by the WTC HPO Contracting Officer.

Deliverables Required by the Performance Work Statement

PWS Reference	Report Title	Date Due
	Transition Plan	2 weeks after Contract award
	System Readiness Review Report	
	System Interface Plan	
	Disaster Recovery Plan	
	Business Continuity Plan	
	Risk Management Plan	
	System Quality Assurance Plan	
	Operations Readiness Review Report	
	Business Coordination Plan	
	Fraud and Abuse Compliance Plan	
	Assurance of System and Operational Readiness	
	Corrective Action Plan (if required)	10 days after notice of any deficiency
	Turnover Plan	2 months prior to end of base contract year and each option year as exercised
	Transition-Out Phase Results Report	30 days after Transition-Out Phase
	Paper Claims Activity Report	10 th day of the month for previous month's activities
	Rebate Report (Pharmacy)	10 th day of the month for previous month's activities
	Rebate Contracts (Pharmacy)	NLT 3 business days after Pharmacy Contract Award

Administrative Reporting Requirements

Progress reports - The Contractor shall submit monthly progress reports on the technical, administrative, and financial status of the contract. The Monthly WTC RHP Status Report shall provide sufficient detail for the WTC HPO to track all significant program activities and progress. The report shall summarize the activities and accomplishments of the past month, projected work for the next reporting period, identify

any potential risks to continued program success (along with the plans to mitigate the risk) and an abbreviated financial status. The WTC RHP Monthly Status Report shall include the following subsections:

- Claims Processing and Bill Payment Status Report
- Nationwide Pharmacy Benefit Status Report
- Nationwide Health Care Provider Network Status Report
- Member Services Status Report.

The Contractor shall also submit the following administrative reports to the WTC HPO:

Annual Corporate Financial Statements – Due 30 days following the report closing date.

Complaint and Action Appeal Reports – Due quarterly, within fifteen (15) business days of the close of the quarter, a summary of all complaints received during the preceding quarter.

Fraud and Abuse Reporting Requirements

A) The Contractor shall submit quarterly the number of complaints of fraud or abuse made to the Contractor related to covered services that warrant preliminary investigation by the Contractor.

B) The Contractor shall also submit to the WTC HPO the following on an ongoing basis for each confirmed case of fraud or abuse it identifies through complaints, organizational monitoring, contractors, subcontractors, providers, and members, etc related to covered services:

- 1) The name of the individual or entity that committed the fraud or abuse;
- 2) The source that identified the fraud or abuse;
- 3) The type of provider, entity or organization that committed the fraud or abuse;
- 4) A description of the fraud or abuse;
- 5) The approximate dollar amount of the fraud or abuse;
- 6) The legal and administrative disposition of the case including actions taken by law enforcement officials to whom the case has been referred; and
- 7) Other data/information as prescribed by the WTC HPO.

Such report shall be submitted when cases of fraud or abuse are confirmed, and shall be reviewed and signed by an executive officer of the Contractor.

Quality Assessment and Performance Improvement Reports

Quality Assessment and Performance Improvements – Due monthly, report on all quality assessments and performance improvements that relate or affect the WTC RHP. These monthly Quality Assessment and Performance Improvement Reports may be submitted with the WTC RHP Monthly Status Report.

Additional Reports

Upon request by the WTC HPO Contracting Officer, the Contractor shall prepare and submit other operational data reports. Such requests will be limited to situations in which the desired data is considered essential and cannot be obtained through existing Contractor reports. Whenever possible, the Contractor will be provided with ninety (90) days notice and the opportunity to discuss and comment on the proposed requirements before work is begun. However, the WTC HPO reserves the right to give thirty (30) days notice in circumstances where time is of the essence.

Except as otherwise specified herein, the Contractor shall prepare and submit to the WTC HPO the reports required under this Section, in an agreed media format within thirty (30) days of the close of the applicable semi-annual or annual reporting period, within fifteen (15) business days of the close of the applicable quarterly reporting period, and within ten (10) business days of the close of the applicable monthly reporting period.

The WTC HPO may extend due dates, or modify report requirements or formats upon a written request by the Contractor to the WTC HPO, where the Contractor has demonstrated a good and compelling reason for the extension or modification. The determination to grant a modification or extension of time shall be made by the WTC HPO.

(d) Delivery of Reports

One copy of each report, in draft and/or final form as required by the contract, shall be delivered prepaid to:

Centers for Disease Control and Prevention
Acquisition and Assistance Field Branch V
Post Office Box 18070
626 Cochrans Mill Road - B-140
Pittsburgh PA 15236-0070

Attention: David J. Staudt
Contract No.: TBD

Two (2) copies of all reports shall be delivered prepaid to the Government Technical Project Officer designated by the Contracting Officer.

Centers for Disease Control and Prevention
NIOSH
Attn: TBD
Century Bldg. 2400
Room 4206
Atlanta, GA 30329

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 REIMBURSEMENT OF COST (Apr 2000)

(a) For the performance of this contract, the Government shall reimburse the Contractor the cost determined by the Contracting Officer to be allowable (hereinafter referred to as allowable cost) 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, such as purchase or lease of office furniture or equipment, etc..

(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 Travel Regulation (FTR).

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

(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.2 DISSEMINATION, PUBLICATION & DISTRIBUTION OF INFORMATION

(a) Data and information either provided to the Contractor, or to any subcontractor or generated by activities under this contract or derived from research or studies supported by this contract, shall be used only for the purposes of the contract. It shall not be duplicated, used or disclosed for any purpose other than the fulfillment of the requirements set forth in this contract. This restriction does not limit the contractor's right to use data or information obtained from a non-restrictive source. Any questions concerning "privileged information" shall be referred to the Contracting Officer.

(b) Some data or information may require special consideration with regard to the timing of its disclosure so that preliminary findings which could create erroneous conclusions, are not stipulated. Also, some data or information, which relate to policy matters under consideration by the Government, may also require special consideration with regard to the timing of its disclosure so that the open and vigorous debate, within the government, of possible policy options is not damaged.

(c) Any questions about use or release of the data or information or handling of material under this contract, shall be referred to the Contracting Officer who must render a written determination. The Contracting Officer's determinations will reflect the results of internal coordination with appropriate program and legal officials.

(d) Written advance notice of at least forty-five (45) days shall be provided to the Contracting Officer of the Contractor's desire to release findings of studies or research or data or information described above. If the Contractor disagrees with the Contracting Officer's determination, and if this disagreement cannot be settled by the Contractor and the Contracting Officer in a mutually satisfactory manner, then the issue will be settled pursuant to the "Disputes" clause.

(e) Any presentation of any report, statistical or analytical material based on information obtained from this contract shall be subject to review by the Project Officer before dissemination, publication, or distribution. Presentation includes, but is not limited to, papers, articles, professional publications, speeches, testimony or interviews with public print or broadcast media. This does not apply to information that is requested pursuant to the Federal Freedom of Information Act.

(f) The Project Officer review shall cover accuracy, content, manner of presentation of the information, and also the protection of the privacy of individuals. If the review finds that the Privacy Act is or may be violated, the release/use of the presentation shall be denied until the offending material is removed or until the Contracting Officer makes a formal determination, in writing, that the privacy of individuals is not being violated.

(g) If the review shows that the accuracy, content, or manner of presentation is not correct or is inappropriate in the light of the purpose of the project, the Project Officer shall immediately inform the Contractor, in writing, of the nature of the problem. If the Contractor disagrees, the Project Officer may insist that the presentation contain, in a manner of equal importance, materials, which show the government's problem with the presentation.

(h) The Contractor agrees to acknowledge support by CDC whenever reports of projects funded, in whole or in part, by this contract are published in any medium. The Contractor shall include in any publication resulting from work under this contract, an acknowledgment substantially, as follows:

"The analyses upon which this publication is based were performed under Contract Number _____, entitled, _____,"
Sponsored by the Centers for Disease Control and Prevention, Department of Health & Human Services."
Any deviation from the above legend shall be approved, in writing, by the Contracting Officer.

G.3 SUBCONTRACTING REPORTING (Only for Large Business Contractors)

(a) The Contractor shall report all subcontract awards to small, small disadvantaged, women-owned, HUBZones, veteran-owned and service-disabled veteran-owned small business concerns. The reports shall be prepared using the electronic Subcontracting Reporting System (eSRS) via the internet at <http://www.esrs.gov>. The Individual Subcontracting Report (ISR), formerly SF294, shall be submitted semi-annually for the periods of October 1 through March 31 and April 1 through September 30. The Summary Subcontracting Report (SSR), formerly, SF 295 shall be submitted annually for the period of October 1 through September 30.

b) The report(s) shall be delivered not more than thirty (30) calendar days following the close of each period covered. Copies of the report shall be addressed as follows:

Distribution	Addressee
SF-294	(Available at http://sbo.od.nih.gov)
1 Original	Contracting Officer
SF-295	(Available at http://sbo.od.nih.gov)
1 Original	Contracting Officer

G.4 SUBCONTRACTING PROGRAM FOR SMALL AND SMALL DISADVANTAGED BUSINESSES (Only for Large Business)

The contractor hereby agrees to implement the conditions of the subcontracting plan submitted and approved by the Contracting Officer for this contract. The Small Business and Small Disadvantaged Business Subcontracting Plan is hereby incorporated and made a part hereof as Attachment J-2 of this contract.

G.5 SDB PARTICIPATION

In accordance with FAR 19.1202-4, when using Small Disadvantaged Business (SDB) participation as an evaluation factor that considers the extent to which SDB concerns are specifically identified, the SDB concerns considered in the evaluation shall be listed in the contract. The contractor shall notify the Contracting Officer of any substitutions of these firms. The following small disadvantaged businesses have been identified:

TBD

G.6 SUBCONTRACT CONSENT

(a) To facilitate the review of a proposed subcontract by the Project Officer and the Contracting Officer, the Contractor shall submit the information required by the FAR Clause 52.244-2 entitled, "SUBCONTRACTS" to the Contracting Officer. The Contracting Officer shall review the request for subcontract approval and the Project Officer's recommendation and advise the Contractor of his/her decision to consent to or dissent from the proposed subcontract, in writing.

(b) Consent is hereby given to issue the following subcontract(s):

TBD

G.7 SERVICE OF CONSULTANTS/ SUBCONTRACTORS

- a. For the purposes of this contract, consultants are considered subcontractors.
- b. The Contractor shall follow the procedures established in the following Federal Acquisition Regulation (FAR) clauses when requesting Contracting Officer consent to subcontract for Consultants and/or other subcontracts:

Federal Acquisition Regulation (FAR) Clauses:

- 52.244-2 Subcontracts (AUG 1998)
- 52.244-5 Competition in Subcontracting (DEC 1996)
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (FEB 2006)

G.8 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.9 PROJECT OFFICER

- (a) The following Project Officer(s) will represent the Government for the purpose of this contract:

[Provided Upon Award]

(b) The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and compliance with all substantive project objectives; (2) interpreting the Performance Work Statement and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; (5) assisting in the resolution of technical problems encountered during performance; (6) providing technical direction in accordance with Section G.10; and (7) reviewing of invoices/vouchers.

(c) The Project Officer does not have the authority to act as an agent of the Government under this contract. Only the Contracting Officer has the authority to: (1) direct or negotiate any changes in the Performance Work Statement; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

(d) The Government may unilaterally change its Project Officer designation.

(e) The Project Officer may be assisted by other Program staff. The other Program staff will not have the authority to provide technical direction in accordance with Section G.10, however, they may be responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and compliance with all substantive project objectives; (2) interpreting the Performance Work Statement and any other technical performance requirements; (3) performing

technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; (5) assisting in the resolution of technical problems encountered during performance; and (6) reviewing of invoices/vouchers.

G.10 TECHNICAL DIRECTION

(a) Performance of the work under this contract shall be subject to the technical direction of the Project Officer. The term "technical direction" is defined to include, without limitation, the following:

(1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Performance Work Statement.

(2) Provision of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.

(b) Technical direction must be within the general Scope of Work stated in the contract. The Project Officer does not have the authority to and may not issue any technical directions which:

(1) Constitutes an assignment of additional work outside the general Scope of Work of the contract.

(2) Constitutes a change as defined in the contract clause entitled "Changes - Cost Reimbursement."

(3) In any manner causes an increase or decrease in the total estimated contract cost, fixed-fee, or the time required for contract performance.

(4) Change any of the expressed terms, conditions, or specifications of the contract.

(c) All technical direction shall be issued in writing by the Project Officer or shall be confirmed by him/her in writing within five working days after issuance.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the Project Officer in the manner prescribed by this article and within his/her authority under the provisions of this article.

(e) If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in (1) through (4) above, the Contractor shall notify the Contracting Officer in accordance with FAR 52.243-7, Notification of Changes.

G.11 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)).

(c) 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 52.245-1, 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."

G.12 INVOICING AND PAYMENT

The BPC Contractor shall submit monthly invoices to the WTC HPO which show the number and types of services provided under the WTC RHP and the amount paid for each of these services.

The Contractor shall report data in accordance with the format described in the cost proposal instructions.

Billing Instructions for Negotiated Cost-Type Contracts Centers for Disease Control and Prevention

Introduction

Reimbursement procedures related to negotiated cost-type contracts require that Contractors submit to the Government adequately prepared claims. The instructions that follow are provided for Contractors' use in the preparation and submission of invoices or vouchers requesting reimbursement for work performed. The preparation of invoices or vouchers as outlined below will aid in the review and approval of claims and enable prompt payment to the Contractor.

Forms to Be Used

In requesting reimbursement, Contractors may use the regular Government voucher form, Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Continuation Sheet," or the Contractor's own invoice form. If the Contractor desires to use the Government's standard forms, a request for the forms should be submitted to the Contracting Officer. If the Contractor uses his own invoice, the billing must conform with the instructions set forth herein.

Submission of Invoices or Vouchers

Invoices or vouchers shall be submitted per Section G of the contract. All original invoices or vouchers must be submitted to the Financial Management Office at the address show below:

The Centers for Disease Control and Prevention
Financial Management Office (FMO)
P.O. Box 15580
Atlanta, GA 30333

Or – The Contractor may submit the original invoice/voucher or progress payment via facsimile or email:

Fax: 404-638-5324

Email: FMOAPINV@CDC.GOV

NOTE: Submit to only one (1) of the above locations.

In addition, the contractor shall submit 2 copies of the invoice/voucher or progress payment to the cognizant contracting office previously identified in this contract. These invoices/voucher copies shall be addressed to the attention of the Contracting Officer.

REMINDER: The original and each copy should be easily identifiable. Vouchers should be collated. Failure to submit vouchers in the proper format will delay your payment.

3. Preparation of Invoices or Vouchers

a. Summary of All Costs

On Standard Form 1034, a summary of all current costs must be shown. This summary consists of a list identifying the general categories and the amounts incurred during the period covered by the billing, together with the portion of fixed fee (if any) payable for that period. The reimbursable costs incurred and the dates of the period for which the charges are claimed must fall within the period specified in the contract.

b. Details of Costs Claimed

On Standard Form 1035, a detailed breakdown must be provided to substantiate the categories shown on the summary of costs. The following describes some of the categories that might appear on your billings:

(1) Direct Labor

Direct Labor costs consist of salaries and wages paid for scientific, technical, and other work performed directly for the contract and pursuant to the contract terms. Labor costs, excluding fringe benefits and overtime premium pay, will be billed as follows:

List the titles and amounts for employees whose salaries or wages, or portions thereof, were charged to the contract; show the rate (or hours) worked, and amount for each individual. The cost of direct labor, which is charged directly to the contract, must be supported by time records maintained in the contractor's office.

(2) Fringe Benefits

If it is the Contractor's established practice to treat fringe benefits as a direct cost, such costs should be billed separately as a single item.

NOTE: Fringe benefits, bonuses, etc., are usually treated as indirect costs for inclusion in the overhead pool; however, they may be treated as direct labor costs or as an "Other Direct Charge" if such treatment is in accordance with the Contractor's established accounting procedures.

(3) Premium Pay

Premium pay is the difference between the rates and amounts paid for overtime or shift work and amount normally paid on a straight time basis. Generally such pay is not included in the direct labor base and should not be included in the billing for "direct labor" unless the Contractor has consistently followed this practice in the past as a matter of policy. Premium pay of any kind unless provided for in the contract must be authorized by the Contracting Officer in advance. Billings for unauthorized premium pays have caused frequent delays in payment due to suspensions and exchange of correspondence. Citations of authorization for premium pay will avoid delays in payment. Authorized premium pay may be shown as a single item on the summary of costs. However, it must be separately itemized for each position, or job

category, showing the amount, and a citation of the Contracting Officer's letter of authorization on the continuation sheet of the invoice or voucher.

(4) Materials and Supplies

Only those items, which the Contractor normally treats as "direct costs", should be claimed under this heading. Major classifications of material only should be billed separately under appropriate classification. Items costing less than \$25.00 may be listed by category of materials or supplies. Show the description and dollar amount of individual classifications. All such charges must be supported by the Contractor's office records.

(5) Travel

When authorized in the contract as a direct cost, travel costs that are directly related to specific contract performance may be billed as a direct cost. Travel cost detail should show:

(a) Name of traveler and official title,

(b) Purpose of trip,

(c) Dates of departure and return to starting point (station or airport),

(d) Transportation costs, identified as to rail, air, private automobile (including mileage and rate) and taxi.

e) If claim for subsistence is on per diem basis, show number of days, rate and amount, as authorized in contract.¹ If claim is based on actual cost of subsistence, show, on a daily basis, the amounts claimed for lodging and meals separately.

Reference to Contracting Officer's letter of authorization if required by contract.

(6) Consultant Fees

Identify the consultant by name, number of days utilized, and amount of fee.

(7) Equipment

Nonexpendable personal property must be specifically approved in writing by the Contracting Officer or authorized by the terms of the contract. Billing data should include a description of item, make model, quantity, unit cost, total cost, and date approved by the Contracting Officer, if applicable. A copy of the vendor's bill may be submitted in lieu of the identifying information.

(8) Burden

Pending establishment of final contract indirect cost rates for each of the Contractor's fiscal years, the Contractor will be reimbursed based on his submittal of provisional rates as set forth in the contract. The contract may provide for more than one type indirect cost rate, such as overhead rate, and general and administrative expense rate, in which case the direct cost bases (e.g., direct labor, total direct cost, etc.)

(9) Fixed Fee

Ordinarily the fixed fee is stated in the contract as a lump sum and may be billed in the ratio of incurred costs to total estimated cost as set forth in the contract, with the final 15 percent to be billed on the final invoice or voucher. Contract terms govern the method of payments.

c. Cumulative Amount Claimed

On Standard Form 1035, the Contractor must show the cumulative amounts claimed by categories from the contract award date through the date of the current invoice or voucher, as well as the estimated cost to complete per category.

QUICK CHECKLIST FOR INVOICE SUBMISSION:

Standard Forms 1034 and 1035 recommended. If submitting own forms, statement must conform to billing instructions

Quarterly billing as a minimum

Invoice or Voucher contain the minimum requirements per Invoice Submission clause per Section G of the contract

Vouchers should be collated; Detail of Cost Claimed

¹ For purposes of computing per diem charges in lieu of actual subsistence charges, unless otherwise provided in the contract, a day is divided into four quarters that begin at 12 midnight, 6:00 AM, 12 noon, and 6:00 PM. For example, at an authorized per diem rate of \$35.00 per day, a traveler who departed at 9:15 AM on July 15 and returned at 6:45 PM on July 18 would be entitled to \$131.25.

G.13 CDCAG011 Voucher/Invoice Submission – Cost Contracts (Mar 2006)

Contractor voucher requests for reimbursement shall conform to the form, format, and content requirements of the Billing Instructions for Negotiated Cost Type Contracts, as may be supplemented by specific instructions of the Contracting Officer.

(b) The Contractor shall submit the original contract invoice/voucher the address shown below:

The Centers for Disease Control and Prevention
Financial Management Office (FMO)
P.O. Box 15580
Atlanta, GA 30333

Or – The Contractor may submit the original invoice/voucher or progress payment via facsimile or email:

Fax: 404-638-5324

Email: FMOAPINV@CDC.GOV

NOTE: Submit to only one (1) of the above locations.

The contractor shall submit 2 copies of the invoice/voucher or progress payment to the cognizant contracting office previously identified in this contract. These invoices/voucher copies shall be addressed to the attention of the Contracting Officer.

The Contractor is , is not required to provide a copy of each 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).

In accordance with 5 CFR part 1315 (Prompt Payment), CDC's Financial Management Office is the designated billing office for the purpose of determining the payment due date under FAR 32.904.

The Contractor shall include (as a minimum) the following information on each invoice:

- (1) Contractor's Name & Address
- (2) Contractor's Tax Identification Number (TIN)
- (3) Purchase Order/Contract Number and Task Order Number, if Appropriate
- (4) Invoice Number
- (5) Invoice Date
- (6) Contract Line Item Number and Description of Item
- (7) Quantity
- (8) Unit Price & Extended Amount for each line item
- (9) Shipping and Payment Terms

Total Amount of Invoice

Name, title and telephone number of person to be notified in the event of a defective invoice

Payment Address, if different from the information above

(13) DUNS + 4 Number

(g) 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 (fill in Contractor's name) request for reimbursement of allowable and allocable costs incurred in specific performance of work authorized under Contract (fill in contract number)/Task (fill-in task order number, if applicable), 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

G.14 SEPARATION OF WTC BPC OPERATIONS EXPENDITURES/ACCOUNTING FROM TREATMENT/PHARMACY BENEFITS EXPENDITURES/ACCOUNTING

Any costs which are properly chargeable by a provider of services, physician, or supplier as benefit costs shall not be chargeable to this contract as WTC BPC Operations costs. The Contractor shall separately account for benefit payments made by it from its WTC BPC Operations functions under this contract.

G.15 COMPLEMENTARY CREDITS

The contractor shall separately account for complementary credits and reflect the current and cumulative totals on their monthly invoice. The estimated amounts for complementary credits shall be shown as a reduction to the total costs amount (i.e.: After application of any fees) within each applicable CLIN.

G.16 PAYMENT BY ELECTRONIC FUNDS TRANSFER (Dec 2005)

(a) The Government shall use electronic funds transfer to the maximum extent possible when making payments under this contract. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration, in Section I, requires the contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

(b) In addition to Central Contractor Registration, 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) 498-4050.

(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 unless the designated financial institution has changed.

(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:

The Centers for Disease Control and Prevention
Financial Management Office (FMO)
P.O. Box 15580
Atlanta, GA 30333

Or Fax copy to: 404-638-5342

G.17 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices), submitted under this contact shall be subject to the following procedures:

(a) Technical Correspondence - Technical correspondence (as used herein, this term excludes correspondence which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this contract) shall be addressed to the Project Officer/Government Task Lead (GTL) with an informational copy of the basic correspondence to the Contracting Officer.

(b) Other Correspondence - All other correspondence shall be addressed to the Contracting Officer, in duplicate, with an informational copy of the basic correspondence to the Project Officer//GTL.

(c) Subject Lines - All correspondence shall contain a subject line, commencing with the contract number and assigning consecutive numbers (serial numbers to permit accountability), as illustrated below:

EXAMPLE: Contract No.- 200-2007-XXXXX

Subject - Request for Subcontract Consent

G.18 DATA TO BE DELIVERED

Any working papers, interim reports, data given by the Government or first produced by the Contractor under the contract or collected or otherwise obtained by the Contractor under the contract, or results obtained or developed by the Contractor (subcontractor or consultants) pursuant to the fulfillment of this contract are to be delivered, documented, and formatted as directed by the Contracting Officer.

In addition, information and/or data, which are held by the Contractor related to the operation of their business and/or institution and which are obtained without the use of Federal funds, shall be considered "PROPRIETARY DATA" and are not "subject data" to be delivered under this contract.

G.19 WORKING PAPERS

The Contractor shall provide, at the request of the Contracting Officer, all the working papers used by the participating officials and employees of the Contractor in connection with all work undertaken pursuant to the contract.

G.20 INDIRECT COST – PROVISIONAL RATES

a. Pursuant to the provisions of FAR 52.216-07 entitled "Allowable Cost & Payment," in Section I of this contract, the allowable Indirect Costs under this contract shall be obtained by applying the final rates or rates negotiated to the appropriate bases. The period or periods for which such rates will be established shall correspond to the Contractor's fiscal year(s). The final rate proposal is to be submitted to the Contracting Officer at:

Centers for Disease Control and Prevention
Attn: David Staudt
P.O. Box 18070
626 Cochrans Mill Road
Pittsburgh, PA 15236-0070

In the event that the final rate proposal is submitted to the cognizant audit agency, the Contractor shall advise the Contracting Officer in writing when and to whom it was submitted.

b. Pending establishment of final rates for any period, provisional reimbursement will be made on the basis of the provisional rates shown below. To prevent substantial over or under payment, and to apply either retroactively or prospectively, provisional rates may, at the request of either party, be revised by mutual agreement. The Government shall execute a contract modification upon receipt of DCAA's or the audit agency's indirect rate audit to incorporate the negotiated indirect rates. In the event the final indirect cost rates are less than the provisional rates, retroactive adjustments to both the applicable costs and award fee shall be made at the time of contract modification. The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates as stated below. In the event the audit determined final indirect cost rates are less than the original negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.

Type	Cost Center	Provisional Rate Period	Rate Ceiling	Base
Provisional	*	*	*	(a)
Provisional	*	*	*	(b)
Provisional	*	*	*	(c)
Provisional	*	*	*	(d)

(Letters a through d will describe the contractor's rate build up. We will populate this information prior to award):

- (a) applies to total ;
- (b) applies to total ;
- (c) applies to total ;
- (d) applies to total ;

* TBD at time of contract award (The above categories will be populated prior to award).

G.21 USE OF GOVERNMENT DATA (REPORTS/FILES/COMPUTER TAPES OR DISCS)

Any data given to the contractor by the Government shall be used only for the performance of the contract unless the Contracting Officer specifically permits another use, in writing. Should the Contracting Officer permit the contractor the use of Government-supplied data for a purpose other than solely for performance of this contract and if such use could result in a commercially viable product, the Contracting Officer and the contractor must negotiate a financial benefit to the Government. This benefit should most often be in the form of a reduction in the price of the contract; however, the Contracting Officer may negotiate any other benefits he/she determines are adequate compensation for the use of these data.

Upon the request of the Contracting Officer or the expiration date of this contract, whichever shall come first, the contractor shall, upon instructions from the Contracting Officer, return or destroy all data given to the contractor by the Government. However, the Contracting Officer may direct that the data be

retained by the contractor for a specific period of time, which period shall be subject to agreement by the contractor. Whether the data are returned, retained, or destroyed shall be the decision of the Contracting Officer with the exception that the contractor may refuse to retain the data. The contractor shall retain no data, copies of data, or parts thereof, in any form, when the Contracting Officer directs that the data be returned or destroyed. If the data are to be destroyed, the contractor shall directly furnish evidence of such destruction in a form the Contracting Officer shall determine is adequate.

G.22 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.

(c) Evaluators

The performance evaluation will be completed jointly by the Project Officer and the Contracting Officer.

(d) Performance Evaluation Factors

The contractor's performance will be evaluated in accordance with Attachment J-1 (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 Director, CDC Procurements and Grants Office. 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.

(h) 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.

(i) 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.23 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.24 Confidentiality

Confidentiality of Identifying Information about Members, Eligible Persons, and Prospective Members

All information relating to services to members, eligible persons and prospective members which is obtained by the Contractor shall be deemed confidential records. Such information including information relating to services provided to members, eligible persons and prospective members under the Contract shall be used or disclosed by the Contractor only for a purpose directly connected with performance of the Contractor's obligations. It shall be the responsibility of the Contractor to inform its employees and contractors of the confidential nature of all program information.

G.25 Confidentiality of Medical Records

Medical records of members pursuant to the Contract shall be confidential and shall be disclosed to and by other persons within the Contractor's organization including participating providers, only as necessary to provide medical care, to conduct quality assurance functions and peer review functions, or as necessary to respond to a complaint and appeal under the terms of the Contract.

G.26 Length of Confidentiality Requirements

The provisions of this Confidentiality Section shall survive the termination of the Contract and shall bind the Contractor so long as the Contractor maintains any individually identifiable information relating to members, eligible persons and prospective members.

G.27 Public Access to Reports

Any data, information, or reports collected and prepared by the Contractor and submitted to the WTC HPO in the course of performing their duties and obligation under this program will be deemed to be a record of the WTC HPO subject to and consistent with the requirements of Freedom of Information Law. This provision is made in consideration of the Contractor's participation in the WTC RHP for which the data and information is collected, reported, prepared and submitted.

G.28 Adjudication

The WTC RHP Project Officer or designated representative(s) shall be granted access to all adjudication and associated systems used in the adjudication of WTC RHP claims and requests. The Contractor shall provide all required training, online help and support as required to utilize the system.

G.29 Data Format

All data output to include all billing information and related data shall be exported in ASCII data file and Microsoft Excel file format and shall be delivered in the format expressly requested by the WTC HPO.

G.30 On-line Reporting

The Contractor shall provide the WTC HPO access to an on-line reporting tool to include functions to monitor usage metrics and performance with security and access levels as designated by the WTC HPO.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 HHSAR 352.270-5 Key Personnel (January 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.
(End of clause)

H.2 KEY PERSONNEL LISTING

The following individuals are considered "key" under this contract:

TO BE COMPLETED AT TIME OF AWARD

H.3 CONTRACTOR PROJECT MANAGER

(TBD) will serve as Project Manager. It will be his/her responsibility to obtain the staff necessary and to direct the work for the conduct of this project. The Project Manager shall also keep the Government Project Officer and Contracting Officer up to date regarding all technical, cost and schedule-related issues. The Government reserves the right to approve any necessary successor to be designated as Project Manager.

H.4 HHSAR 352.224-70 Confidentiality of Information (January 2006)

(a) Confidential information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

(b) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(c) If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(d) Confidential information, as defined in paragraph (a) of this clause, shall not be disclosed without the prior written consent of the individual, institution, or organization.

(e) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject

to the provisions of this clause, the Contractor should obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(f) Contracting Officer determinations will reflect the result of internal coordination with appropriate program and legal officials.

(g) The provisions of paragraph (d) of this clause shall not apply to conflicting or overlapping provisions in other Federal, State, or local laws.

(End of clause)

H.5 CONDITIONS OF PERFORMANCE

In addition to the performance requirements of this contract set forth under Section C, Description/Specifications, Performance Work Statement, the Contractor may be required to comply with the requirements of any revisions in legislation or regulations, which may be enacted or implemented during the period of performance of this contract, and are directly applicable to the performance requirements of this contract. In the event that revisions in legislation or regulations are enacted and do impact the performance requirements of this contract, the Contractor will have an opportunity to assess the cost and schedule impacts of such revisions and may be entitled to an equitable adjustment.

H.6 CONFLICT OF INTEREST

a. General: It is essential that the Contractor and the services provided to beneficiaries under this contract be free, to the greatest extent possible, of all conflicts of interest. Except as provided below, the Contracting Officer shall not enter into a contract with an Contractor or maintain a contract with a Contractor that the Contracting Officer determines has, or has the potential for, an unresolved conflict of interest.

b. Disclosure: Contractors must disclose all actual, apparent and potential conflicts of interest to the Contracting Officer during the term of the contract in accordance with paragraph H.6.d. below. The Contractor shall have programs in place to identify, evaluate and mitigate all actual, apparent and potential conflicts of interest that preclude, or would appear to preclude, the Contractor from rendering impartial assistance or advise on work performed for this contract. The Contractor's Conflict of Interest Certificate, that includes the Contractor's plan to mitigate all actual, apparent and potential conflicts of interest (d.1.(c)) identified during the term of the contract and certification that all work to be performed under this contract is free of unresolved conflicts of interest will be incorporated into the contract after award.

c. Conflict of interest identification:

1. Definitions: As used in this subpart, the following definitions apply:

(a) Financial relationship means--

(1) A direct or indirect ownership or investment interest (including an option or nonvested interest) in any entity that exists through equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest; or

(2) A compensation arrangement with an entity.

(b) Conflict of interest--

Conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

For purposes of the WTC BPC, the activities and relationships described include those of the Contractor or Contractor itself and other business related to it and those of officers, directors (including medical directors), managers, and subcontractors.

2. Identification of conflict:

(a) The Contracting Officer determines that an Contractor or Contractor has an conflict of interest, or the potential for the conflict exists, if-

(1) The Contractor or Contractor is an entity described in paragraph H.6.c.2.(c) of this section; or

(2) The Contractor or Contractor has a present, or establishes a future, direct or indirect financial relationship with an entity described in paragraph H.6.c.2.(c) of this section.

(b) A financial relationship may exist either--

(1) Through an Contractor's or Contractor's parent companies, subsidiaries, affiliates, subcontractors, or current clients; or

(2) From the activities and relationships of the officers, directors (including medical directors), or managers of the Contractor or Contractor and may be either direct or indirect. An Officer, director, or manager has an indirect financial relationship if an ownership or investment interest is held in the name of another but provides benefits to the Officer, director, or manager.

Examples of indirect financial relationships are, but are not limited to, holdings in the name of a spouse or dependent child of the Officer, director, or manager and holdings of other relatives who reside with the Officer, director, or manager.

(c) For the purpose of identifying entities with conflicts of interest above, the entity is one that-

(1) Would review or does review, under the contract, WTC BPC services furnished by a provider or supplier that is a direct competitor of the Contractor or Contractor;

(2) Prepared work or is under contract to prepare work that would be reviewed under the WTC BPC contract;

(3) Is affiliated, as that term is explained in FAR 19.101, with a provider or supplier to be reviewed under the contract.

(d) The Contracting Officer may determine that an Contractor or Contractor has a conflict of interest, or the potential for a conflict exists, based on the following:

(1) Apparent conflicts of interest. An apparent conflict of interest exists if a prudent business person has cause to believe that the Contractor or Contractor would have a conflict of interest in performing the requirements of a contract under this subpart. No inappropriate action by the Contractor or Contractor is necessary for an apparent conflict of interest to exist.

(2) Other contracts and grants with the Federal Government.

3. Exception. The Contracting Officer may contract with an Contractor or Contractor that has an unresolved conflict of interest if the Contracting Officer determines that it is in the best interest of the Government to do so.

4. Contractor's or Contractor's responsibility with regard to subcontractors. An Contractor or Contractor is responsible for determining whether a conflict of interest exists in any of its proposed or actual subcontractors at any tier and is responsible for ensuring that the subcontractors have mitigated any conflict of interest or potential conflict of interest. The contracting officer shall be notified of such identifications for a determination in accordance with H.6.b.

A Contractor shall maintain documentation necessary to support its determination that its subcontractors have mitigated any conflict or potential conflict. A Contractor may require its subcontractors to follow the procedures for identifying, evaluating and disclosing conflicts of interest and potential conflicts of interest as contained herein.

5. Post-award conflicts of interest.

a. In addition to the conflicts identified in paragraph H.6.c.2.(c) of this section regardless of when such conflict may arise, the Contracting Officer considers that a conflict of interest has occurred if during the term of the contract--

(1) The Contractor receives any fee, compensation, gift, payment of expenses, or any other thing of value from any entity that is reviewed or contacted during the normal course of performing activities under the WTC BPC contract; or

(2) The Contracting Officer determines that the Contractor's activities are creating a conflict of interest.

b. In the event the Contracting Officer determines that a conflict of interest exists during the term of the contract, the Contracting Officer may take action including, but not limited to,

(1) Not renewing the contract for an additional term;

(2) Modifying the contract; or

(3) Terminating the contract.

d. Conflict of interest evaluation:

1. Disclosure. Contractors that wish to be eligible for the award of an WTC BPC contract under this subpart must submit, at times specified in paragraph H.6.d.2. of this section, a Conflicts of Interest Certificate. The Certificate must contain the information specified in paragraphs H.6.d.1.(a) through (h) of this section as follows:

(a) A description of all business or contractual relationships or activities that may be viewed by a prudent business person as a conflict of interest.

(b) A description of the methods the Contractor or Contractor will apply to mitigate any situations listed in the Certificate that could be identified as a conflict of interest.

(c) A description of the Contractor's or Contractor's program to monitor its compliance and the compliance of its proposed and actual subcontractors with the conflict of interest requirements as

identified in the relevant solicitation.

(d) A description of the Contractor's or Contractor's plans to contract with an independent auditor to conduct a compliance audit.

(e) An affirmation, using language provided below, signed and dated by an official authorized to bind the Contractor:

I, (Name and Title), certify that to the best of my knowledge and belief: 1) I am an official authorized to bind the entity; 2) the information contained in the Conflict of Interest Certificate is true and accurate as of (Date); and 3) I understand that the Contracting Officer may consider any deception or omission in this Certificate to be grounds for nonconsideration for contract award, modification or nonrenewal or termination of the current contract, and/or other contract or legal action.

An Contractor shall submit an affirmation certifying the information to be true and accurate as of the date the proposal is submitted. Upon award, the Contractor shall submit an updated affirmation, if necessary, certifying the information to be accurate as of the date of contract award.

(f) Corporate and organizational structure.

(g) Financial interests in other entities, including the following:

(1) Percentage of ownership in any other entity.

(2) Income generated from other sources.

(3) A list of current or known future contracts or arrangements, regardless of size, with any--

(i) Insurance organization or subcontractor of an insurance organization; or

(ii) Providers or suppliers furnishing health services for which payment may be made under the WTC BPC program.

(4) In the case of contracts or arrangements identified in accordance with paragraph H.6.d.1.(g)(3) of this section, the dollar amount of the contracts or arrangements, the type of work performed, and the period of performance.

(h) The following information for all of the Contractor's or Contractor's officers, directors (including medical directors), and managers who would be, or are involved with, the performance of this WTC BPC contract:

(1) The information required under paragraphs H.6.d.1.(a), H.6.d.1.(g)(3) and (4) of this section.

(2) The information specified in paragraphs H.6.d.1.(g)(1) and (2) of this section.

2. When disclosure is made. The Conflicts of Interest Certificate is submitted--

(a) With the Contractor's proposal;

(b) When the Contracting Officer requests a revision in the Certificate;

(c) As part of a compliance audit by an independent auditor; and

(d) Within 45 days of any change in the information submitted in accordance with paragraph H.6.d.1. or paragraph H.6.d.2. of this section. Only changed information must be submitted.

3. Evaluation. The Contracting Officer evaluates conflicts of interest and potential conflicts, using the information provided in the Conflicts of Interest Certificate, and information from other sources in order to promote the effective and efficient administration of the WTC BPC program.

For each conflict identified, the Contracting Officer will evaluate the plan proposed to mitigate the conflict to determine if the mitigation plan will allow the Contractor to render impartial assistance or advice to the Government.

4. Protection of proprietary information disclosed.

(a) CDC protects disclosed proprietary information as allowed under the Freedom of Information Act (5 U.S.C. 552).

(b) The Contracting Officer requires signed statements from CDC personnel with access to proprietary information that prohibits personal use during the procurement process and term of the contract.

e. Conflict of Interest Resolution: Resolution of a conflict of interest is a determination that--

(1) The conflict has been mitigated;

(2) The conflict precludes award of a contract to the Contractor;

(3) The conflict requires that the Contracting Officer modify an existing contract;

(4) The conflict requires that the Contracting Officer terminate an existing contract; or

(5) It is in the best interest of the Government to contract with the Contractor or Contractor even though the conflict exists.

H.7 APPROVAL OF CONTRACT ACQUIRED INFORMATION TECHNOLOGY (IT)

a. The Contractor must obtain the Contracting Officer's written approval prior to the acquisition of any Information Technology (IT) investments over \$50,000.00 (see FAR 2.101), for definition of IT) to ensure compatibility and successful integration with CDC's infrastructure/architecture.

b. In performance of a system life cycle development project, the Contractor must submit to the Project Officer the technical specifications for each of the following incremental phase of the projected life cycle prior to the commencement of work.

Design and Engineering
Development, and
Testing

c. Upon written approval from the Contracting Officer, the Contractor shall commence work under the approved technical specification for the authorized incremental phase.

H.8 HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT of 1996 (HIPAA) BUSINESS ASSOCIATE PROVISION II

HIPAA Business Associate Provision II

Definitions:

All terms used herein and not otherwise defined shall have the same meaning as in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," 42 U.S.C. sec. 1320d) and the corresponding implementing regulations. Provisions governing the Contractor's duties and obligations under the Privacy Act (including data use agreements) are covered elsewhere in the contract.

"Business Associate" shall mean the Contractor.

"Covered Entity" shall mean CDC's WTC BPC program.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or the Secretary's designee.

Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information ("PHI"), as defined in 45 C.F.R. § 160.103, created or received by Business Associate from or on behalf of Covered Entity other than as permitted or required by this Contract or as required by law.

(b) Business Associate agrees to use safeguards to prevent use or disclosure of PHI created or received by Business Associate from or on behalf of Covered Entity other than as provided for by this Contract. Furthermore, Business Associate agrees to use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information ("EPHI"), as defined in 45 C.F.R. 160.103, it creates, receives, maintains or transmits on behalf of the Covered Entity to prevent use or disclosure of such EPHI.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Contract.

(d) Business Associate agrees to report to Covered Entity any use or disclosure involving PHI it receives/maintains from/on behalf of the Covered Entity that is not provided for by this Contract of which it becomes aware. Furthermore, Business Associate agrees to report to Covered Entity any security incident involving EPHI of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information. Furthermore, Business Associate agrees to ensure that its agents and subcontractors implement reasonable and appropriate safeguards for the PHI received from or on behalf of the Business Associate.

(f) Business Associate agrees to provide access, at the request of Covered Entity, to PHI received by Business Associate in the course of contract performance, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.

(g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 upon request of Covered Entity.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity, or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the various rules implementing the HIPAA.

(i) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

(j) Business Associate agrees to provide to Covered Entity, or an individual identified by the Covered Entity, information collected under this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Contract, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity for purposes of the performance of this Contract, if such use or disclosure of PHI would not violate the HIPAA Privacy or Security Rules if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy or Security Rules.

Term of Provision

- (a) The term of this Provision shall be effective as of contract award, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation consistent with the termination terms of this Contract. Covered Entity may terminate this Contract for default if the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - (2) Consistent with the terms of this Contract, terminate this Contract for default if Business Associate has breached a material term of this Contract and cure is not possible; or
 - (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such notice that return or destruction of PHI is infeasible, Business Associate

shall extend the protections of this Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Miscellaneous

- (a) A reference in this Contract to a section in the Rules issued under HIPAA means the section as in effect or as amended.
- (b) The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Rules issued under HIPAA.
- (c) The respective rights and obligations of Business Associate under paragraph (c) of the section entitled "term of Provision" shall survive the termination of this Contract.
- (d) Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Rules implemented under HIPAA.

H.9 HHSAR 352.270-7 PAPERWORK REDUCTION ACT (JAN 01)

- a. In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answers to identical questions from ten or more persons other than Federal employees, or information from Federal employees which is outside the scope of their employment, for use by the Federal government or disclosure to third parties, the Paperwork Reduction Act of 1995 (Pub. L. 104-13) shall apply to this contract. No plan, questionnaire, interview guide or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB). Contractors and Project Officers should be guided by the provisions of 5 CFR Part 1320, Controlling Paperwork Burdens on the Public, and seek the advice of the HHS operating division or Office of the Secretary Reports Clearance Officer to determine the procedures for acquiring OMB clearance.
- b. The Contractor shall obtain the required OMB clearance through the Project Officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and proceed with the collection of information shall be in writing by the Contracting Officer. The Contractor must plan at least 120 days for OMB clearance. Excessive delays caused by the Government which arises out of causes beyond the control and without the fault or negligence of the Contractor will be considered in accordance with the Excusable Delays or Default clause of this contract.

H.10 DISCLOSURE OF INFORMATION

The Contractor shall establish and maintain procedures and controls for the purpose of assuring that information contained in its records and obtained from CDC or from others in carrying out functions under this contract will be used by it and disclosed solely as provided.

H.11 PARTICIPATION IN DEMONSTRATIONS

The Contractor shall, at the written request and approval of the Contracting Officer, engage or participate in statistical and research studies pertinent to the program, as the Contracting Officer deems necessary. The Changes – Cost Reimbursement clause of this contract (FAR 52.243-2) shall apply to such activities.

H.12 SEPARATION OF CERTIFICATION AND DISBURSEMENT RESPONSIBILITIES

As a critical element of the system of internal controls required pursuant to this Contract Performance Work Statement (see Section C), the Contractor shall establish and maintain adequate procedures and controls to insure that any benefit payments pursuant to this contract are made only upon proper

certification (or authorization). In establishing and maintaining such procedures, the Contractor shall provide for separation of the functions of certification and disbursement.

- The Contractor shall designate one or more individuals to be accountable for the authorizing of benefit payments (and the certification as to their accuracy).

- The Contractor shall also designate one or more individuals (who shall not authorize or certify payments) to be accountable for the proper disbursement of such payments.

The Contractor shall provide the Contracting Officer with a list of such designated certifying and disbursing officers prior to making any benefit payments, and should any such officers be unable to continue performing their responsibilities during the term of this contract (including all option periods), the Contractor shall promptly designate a replacement officer (or officers) and notify the Contracting Officer as to the identity of such replacement(s).

H.13 LIABILITY FOR BENEFIT PAYMENTS – CERTIFYING OFFICER

No individual designated pursuant to this contract as a certifying officer shall, in the absence of the reckless disregard of the individual's obligations or the intent by that individual to defraud the United States, be liable with respect to any payment certified by the individual pursuant to this contract. Nothing in the preceding sentence shall be construed to limit liability for conduct that would constitute a violation of sections 3729 through 3731 of Title 31, United States Code.

H.14 LIABILITY FOR BENEFIT PAYMENTS – DISBURSING OFFICER

No disbursing officer designated pursuant to this contract shall, in the absence of the reckless disregard of the officer's obligations or the intent by that officer to defraud the United States, be liable with respect to any payments made by such officer under this contract if it was based upon an authorization (which meets the applicable requirements for such internal controls established by the Comptroller General of the United States) of a certifying officer designated pursuant to this contract. Nothing in the preceding sentence shall be construed to limit liability for conduct that would constitute a violation of sections 3729 through 3731 of Title 31, United States Code.

H.15 LIABILITY FOR BENEFIT PAYMENTS

The Contractor shall not be liable to the United States for a payment by a certifying and disbursing officer unless, in connection with such payment, the Contractor acted with reckless disregard of its obligations under this contract or with intent to defraud the United States. Nothing in the preceding sentence shall be construed to limit liability for conduct that would constitute a violation of sections 3729 through 3731 of Title 31, United States Code.

H.16 LIABILITY FOR UNCOLLECTED OVERPAYMENTS

No certifying officer or disbursing officer shall be held liable for any amount certified or paid by such officer under this contract to any provider of services or other person where adjustment or recovery of such amount is waived or where adjustment authorized is not completed prior to the death of all persons against whose benefits such adjustment is authorized.

H.17 RECORD RETENTION

The Contractor is responsible for records retention in accordance with Performance Work Statement Section C.7.2.4.

CDC is not implementing a document destruction program authorizing the destruction of WTC BPC documents. However, in an effort to reduce associated costs for storing documents, the DOJ has agreed that electronic imaging is an acceptable method of storage. This provides contractors the opportunity to destroy the paper documents, as long as the following conditions are met:

1. Contractors must certify the image is absolutely an identical replication of the paper document in every way;
2. The scanned image becomes the record keeping copy and is verified and documented as an identical replication of the paper document; and
3. Contractors must maintain accessibility and the ability to read the document in accordance with changes in technology.

Under no circumstances are contractors to destroy the only copy of any information, data, or files that CDC, DOJ, DHHS' Office of General Counsel or the OIG have identified as relating to a current investigation or litigation/negotiation, ongoing Workers' Compensation set aside arrangements, or documents which prompt suspicions of fraud or abuse of over utilization of services. Contractors can either retain the image copy or the hardcopy. This will satisfy evidentiary needs and discovery obligations critical to the agency's litigation interest.

H.18 REPORTABLE EVENTS

The Contractor shall report to the CDC Contracting Officer and the CDC Project Officer whenever a known, probable or suspected reportable event, as defined below, is discovered. Reports to CDC shall be in accordance with the procedures set forth below.

A. Definition of "Reportable Event." A "Reportable Event" means anything that involves the following: (1) a matter that a reasonable person would consider a violation of criminal, civil or administrative laws applicable to any WTC BPC contract or Federal health care program; or (2) integrity violations, including any known, probable or suspected violation of any WTC BPC contract term or provision. A reportable event may be the result of an isolated event or a series of occurrences. Reportable events that are subject to reporting under these procedures include reportable events that occur at the Contractor or any of its subcontractors, consultants, vendors or agents.

B. If the Contractor discovers, through any means, a known, probable or suspected reportable event, the Contractor shall provide to CDC an initial written report within 30 calendar days of discovering the reportable event. Within 45 calendar days of the date of the initial report, the Contractor shall provide to CDC a written final investigative report on the reportable event. If the Contractor is unable to complete its investigation within this 45-day period, the Contractor shall provide to CDC a written request for an extension of time to complete its investigation and submit its final written investigative report. The request for an extension of time must specify the reasons for the request and a proposed new due date for the final written investigative report. The Contractor shall submit its written final investigative report by this new due date, unless the CDC contracting officer specifies another due date in writing.

C. The Contractor's initial written report shall include the following information:

If the reportable event is the result of a known, probable or suspected violation of criminal, civil or administrative law or a violation of a WTC BPC contract term or provision, the report shall describe the

reportable event with as much specificity as possible, including the following:

The law, regulation or contract term implicated.

The persons involved and the department(s) within the Contractor's operation that are affected.

The time period of the reportable event.

A determination as to the extent that the reportable event has affected, or is affecting performance under the contract.

(v) Any corrective action taken, or intended to be taken, by the Contractor.

(2) If the reportable event results in a significant overpayment, relating to either the WTC BPC Funds or contractual administrative costs, the report must describe the overpayment with as much specificity as possible as of the time of the due date for the submission of the report, including the following:

(i) The amount of the overpayment. If the overpayment has not been quantified, the contractor must provide its best estimate of the amount of the overpayment.

(ii) The nature of the overpayment and the reason for the overpayment.

(iii) The time period of the overpayment.

(iv) Any corrective action taken, or intended to be taken, by the Contractor.

(v) The Contractor's plan to recover or repay the overpayment in accordance with the requirements of law, regulation, and this contract relating to WTC BPC Fund payments and contractual administrative costs (whichever may apply in the particular case).

D. The final written report shall include the following information:

The report shall address all the required information for the initial written report, as described above.

A statement as to whether the Contractor considered changing any policies and procedures or retraining its employees to prevent the recurrence of this or other similar reportable events. If policies and procedures were changed, or retraining occurred, or will occur, the Contractor shall describe the changes and/or the training that has been done or will be done in the future.

A corrective action plan prepared in accordance with CDC policies and procedures.

A statement that the Contractor's internal investigative file on the reportable event is available to CDC for audit, inspection or reproduction.

The name(s) of the person(s) who conducted the investigation.

The Contractor shall submit its initial and final written reports, as well as any request for extension of due dates for such reports under this provision, to the Contracting Officer, the Project Officer and/or their designees.

H.19 WORK PERFORMED OUTSIDE THE UNITED STATES AND ITS TERRITORIES

The contractor, and its subcontractors, shall not perform any activities under this contract at a location outside the United States without the prior written approval of the Contracting Officer. In making a decision to authorize the performance of work outside the United States, the Contracting Officer will consider the following factors, including but not limited to:

All contract terms regarding system security

All contract terms regarding the confidentiality and privacy requirements for information and data protection

All contract terms that are otherwise relevant, including the provisions of the Performance Work Statement

Corporate compliance

All laws and regulations applicable to the performance of work outside the United States

The best interests of the United States

In order to secure the Contracting Officer's authorization to perform work outside the United States, the contractor must demonstrate that the performance of work outside the United States satisfies all of the above factors. If, in the Contracting Officer's judgment, the above factors are not fully satisfied, the performance of work outside the United States will not be authorized.

In preparing a proposal to meet this requirement, particular attention should be given to:

- System Security
- Program Compliance
- Confidentiality of Information
- HIPAA

H.20 SYSTEMS OF RECORDS

The Privacy Act of 1974, Public Law 93-579, and the Regulations and General Instructions issued by the Secretary pursuant thereto, are applicable to this contract, and to all subcontractors there under to the extent that the design, development, operation or maintenance of a system of records as defined in the Privacy Act is involved. The following system of records will be applicable to this contract and made available to the Contractor: TBD

H.21 SECURITY CLAUSE -BACKGROUND - INVESTIGATIONS FOR CONTRACTOR PERSONNEL

If applicable, Contractor personnel performing services for CDC under this contract shall be required to undergo a background investigation. CDC will pay for the background investigations.

After contract award, the CDC Project Officer (PO) and CDC Security, with the assistance of the Contractor, shall perform a position-sensitivity analysis based on the duties contractor personnel shall perform on the contract. The results of the position-sensitivity analysis will determine first, whether the provisions of this clause are applicable to the contract and second, if applicable, determine each position's sensitivity level (i.e., high risk, moderate risk or low risk) and dictate the appropriate level of background investigation to be processed. Investigative packages may contain the following forms:

- SF-85, Questionnaire for Non-Sensitive Positions, 09/1995
- SF-85P, Questionnaire for Public Trust Positions, 09/1995
- FD-258, Fingerprint Card

The Contractor personnel shall be required to undergo a background investigation commensurate with one of these position-sensitivity levels:

1) High Risk (Level 6)

Public Trust positions that would have a potential for exceptionally serious impact on the integrity and efficiency of the service. This includes positions in which the incumbent's actions or inaction could diminish public confidence in the integrity, efficiency, or effectiveness of assigned government activities, whether or not actual damage occurs, particularly if duties are especially critical to the agency or program mission with a broad scope of responsibility and authority.

2) Moderate Risk (Level 5)

Public Trust positions that have potential for moderate to serious impact on the integrity and efficiency of the service, including computer security. These positions involve duties of considerable importance to the CDC mission with significant program responsibilities. Duties involved are considerably important to

the agency or program mission with significant program responsibility, or delivery of service.

3) Low Risk (Level 1)

Positions having the potential for limited interaction with the agency or program mission, so the potential for impact on the integrity and efficiency of the service is small.

The Contractor must appoint a Security Investigation Liaison as a point of contact to resolve any issues of inaccurate or incomplete form(s). Where personal information is involved, CDC Security may need to contact the contractor employee directly. The Security Investigation Liaison may be required to facilitate such contact.

The Contractor remains fully responsible for ensuring contract performance pending completion of background investigations of contractor personnel.

The Contractor shall report immediately in writing to CDC Security, the CO and the PO, any adverse information regarding any of its employees that may impact their ability to perform under this contract. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include the contractor employee's name and social security number, along with the adverse information being reported.

Contractor personnel shall be provided an opportunity to explain or refute unfavorable information found in an investigation to CDC Security before an adverse adjudication is made. Contractor personnel may request, in writing, a copy of their own investigative results by contacting:

Office of Personnel Management
Freedom of Information
Federal Investigations Processing Center
PO Box 618
Boyers, PA 16018-0618.

H.22 HHSAR 352.270–10 Anti-Lobbying (January 2006)

Pursuant to the current HHS annual appropriations act, except for normal and recognized executive-legislative relationships, the Contractor shall not use any HHS contract funds for (i) publicity or propaganda purposes; (ii) 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 legislature, except in presentation to the Congress or any State legislature itself; or (iii) payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

H.23 Tobacco-Free Facilities (January 2006)

In accordance with Department of Health and Human Services (HHS) policy, the Contractor and its staff are prohibited from using tobacco products of any kind (e.g., cigarettes, cigars, pipes, and smokeless tobacco) while on any HHS property, including use in personal or company vehicles operated by Contractor employees while on an HHS property. This policy also applies to all subcontracts awarded under the contract or order. The term "HHS properties" includes all properties owned, controlled and/or leased by HHS when totally occupied by HHS, including all indoor and outdoor areas of such properties. Where HHS only partially occupies such properties, it includes all HHS-occupied interior space. Where HHS leases space in a multi-occupant building or complex, the tobacco-free HHS policy will apply to the maximum area permitted by law and compliance with the provisions of any current lease agreements. The Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of,

understand, and comply with this policy.

H.24 Representations, Certifications and Other Statements of Contractors (Jul 1999)

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

H.25 Data Subject to Confidentiality Requirements (May 1998)

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:

TBD

Following are the requirements for handling these data:

TBD

H. 26 HHSAR 352.270–11 Privacy Act (January 2006)

This contract requires the Contractor to perform one or more of the following: (a) Design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) ([5 U.S.C. 552a\(m\)\(1\)](#)) and applicable agency regulations. The term "system of records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties ([5 U.S.C. 552a\(i\)](#)). The Contractor shall ensure that each of its employees knows the prescribed rules of conduct and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as HHS employees. These provisions also apply to all subcontracts awarded under this contract which require the design, development or operation of the designated system(s) of records ([5 U.S.C. 552a\(m\)\(1\)](#)). The contract work statement: (a) identifies the system(s) of records and the design, development, or operation work to be performed by the Contractor; and (b) specifies the disposition to be made of such records upon completion of contract performance.

SECTION I - CONTRACT CLAUSES

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/>

a) The following general clauses are applicable:

- 52.202-1 DEFINITIONS (JUL 04)
- 52.203-3 GRATUITIES (APR 84)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 84)
- 52.203-6 RESTRICTIONS ON SUBCONTRACT OR SALES TO THE GOVERNMENT (SEP 06)
- 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 95)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 97)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 97)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 05)
- 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 00)
- 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 06)
- 52.204.10 REPORTING SUBCONTRACT AWARDS (Sep 2007)
- 52.209-6 PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 06)
- 52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (JAN 04)
- 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 99)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 97)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 97)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS (OCT 97)

- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 97)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS (OCT 97)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 04)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 05)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 97) – ALTERNATE IV (OCT 97)
- 52.217-8 OPTION TO EXTEND SERVICES (NOV 99)
- 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 00)

- 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 05)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 04)
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 06), ALTERNATE II (OCT 01)
- 52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 99)
- 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATON PROGRAM – TARGETS (OCT 00)
- 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING (OCT 99)

- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 97)
- 52.222-3 CONVICT LABOR (JUN 03)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 99)
- 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 99)
- 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANE EVALUATION (FEB 99)
- 52.222-26 EQUAL OPPORTUNITY (MAR 07)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 06)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (JUN 98)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 06)

- 52.222-50 COMBATING TRAFFICKING IN PERSONS (Aug 07)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 01)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 03)
- 52.224-1 PRIVACY ACT NOTIFICATION (APR 84)
- 52.224-2 PRIVACY ACT (APR 84)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 06)
- 52.227-1 AUTHORIZATION AND CONSENT (July 1995)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 96)
- 52.227-12 PATENT RIGHTS – RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 97)
- 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (JUN 87)
- 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 87)
- 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 00)
- 52.230-2 COST ACCOUNTING STANDARDS (APR 98)
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 98)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 05)
- 52.232-17 INTEREST (JUN 96)
- 52.232-22 LIMITATION OF FUNDS (APR 84)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 86)
- 52.232-25 PROMPT PAYMENT (OCT 03) – ALTERNATE 1 (FEB 02)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 03)
- 52.233-1 DISPUTES (JUL 02) -- ALTERNATE I (DEC 91)
- 52.233-3 PROTEST AFTER AWARD ALTERNATE I (JUNE 85)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 04)
- 52.237-3 CONTINUITY OF SERVICES (JAN 91)
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 96)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 97)

- 52.242-13 BANKRUPTCY (JUL 95)
- 52.242-15 STOP WORK ORDER (ALTERNATE I) (APR 84)
- 52.244-2 SUBCONTRACTS (JUN 07)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 07)
- 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 97)
- 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 84)
- 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 84)
- 52.252-4 ALTERATIONS IN CONTRACT (APR 84)
- 52.252-6 DEVIATIONS IN CLAUSES (APR 84)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 91)

b) The following clauses are applicable to cost reimbursement contracts:

- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 06)
- 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 02)
- 52.216-10 INCENTIVE FEE (MAR 97)
- 52.232-20 LIMITATION OF COST (APR 84)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 84)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 01)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 97)
- 52.243-2 CHANGES – COST-REIMBURSEMENT (AUG 87) – ALTERNATE II (APR 84)
- 52.243-6 CHANGE ORDER ACCOUNTING (APR 84)
- 52.243-7 NOTIFICATION OF CHANGES (APR 84)
- 52.244-2 SUBCONTRACTS (JUN 07) – ALT I (JUN 07)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 96)
- 52.245-1 GOVERNMENT PROPERTY (JUN 07)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 04)

I.2 DEPARTMENT OF HEALTH & HUMAN SERVICES ACQUISITION REGULATIONS (HHSAR)

- 352.202-1 DEFINITIONS – ALTERNATE (h) (JAN 06)
- 352.215-1 INSTRUCTIONS TO CONTRACTORS – COMPETITIVE ACQUISITION
- 352.215-70 LATE PROPOSALS AND REVISIONS (JAN 06)
- 352.216-72 ADDITIONAL COST PRINCIPLES (JAN 06)
- 352.228-7 INSURANCE – LIABILITY TO THIRD PERSONS (DEC 91)
- 352.232-9 WITHHOLDING OF CONTRACT PAYMENTS (JAN 06)
- 352.233-70 LITIGATION AND CLAIMS (JAN 06)
- 352.242-71 FINAL DECISIONS ON AUDIT FINDINGS (APR 84)
- 352.249-14 EXCUSEABLE DELAYS (JAN 06)
- 352.270-1 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (JAN 01)
- 352.270-4 PRICING OF ADJUSTMENTS (JAN 01)
- 352.270-6 PUBLICATION AND PUBLICITY (JAN 06)

I.3 52.222-2 PAYMENT FOR OVERTIME PREMIUMS.

As prescribed in 22.103-5(b), insert the following clause:

Payment for Overtime Premiums (July 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work—

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by

employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.
(End of clause)

I.4 FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 04)

Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)

(a) Definition. As used in this clause—

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
 - (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
 - (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.
- (End of clause)

SECTION J - LIST OF ATTACHMENTS

The Attachments are located at the end of the solicitation.

- J-1 PERFORMANCE EVALUATION REPORT (Cost Type Contracts)
- J-2 SMALL BUSINESS SUBCONTRACTING PLAN
- J-3 MEDICAL MONITORING EXAM PROTOCOL
- J-4 ICD9 CODES FOR COVERED CONDITIONS
- J-5 CPT CODES FOR COVERED PROCEDURES
- J-6 PHARMACY FORMULARY
- J-7 CITY-LEVEL ZIP CODES FOR RESPONDERS OUTSIDE OF THE NEW YORK CITY AREA
- J-8 ACH VENDOR FORM
- J-9 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF CONTRACTORS OR QUOTERS

K.1 To be Completed by the Contractor: [The Representations and Certifications must be executed by an individual authorized to bind the Contractor.]

The Contractor makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

(Name of Contractor)

(RFP No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 101.

K.2 CCR REGISTRATION

The Contractor certifies that it has registered at www.ccr.gov, as required by FAR 52.204-7.

K.3 NIH DATABASE

In accordance with the past performance requirements of the FAR, CDC requires each contractor to register with the National Institutes of Health (NIH) Contractor Performance System (CPS). This database allows for electronic collection, maintenance and dissemination of contractor performance information. Registration instructions are provided at <https://cpscontractor.nih.gov>.

K.4 52.204-8 Annual Representations and Certifications (Jan 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 524114.

(2) The small business size standard is \$6.5M.

(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)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the Contractor is currently registered in CCR, and has completed the ORCA electronically, the Contractor may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Contractor shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the Contractor has completed the individual representations and certifications in the solicitation.

(c) The Contractor has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Contractor verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*Contractor to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the Contractor are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.5 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

52.230-1 Cost Accounting Standards Notices and Certification.

Cost Accounting Standards Notices and Certification (June 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Contractors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Contractor is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement—Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Contractor submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Contractor's proposal under this solicitation unless the Contractor has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Contractor may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The Contractor hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Contractor further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The Contractor hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Contractor further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The Contractor hereby certifies that the Contractor, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Contractor further certifies that if such status changes before an award resulting from this proposal, the Contractor will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The Contractor hereby certifies that (i) the Contractor first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Contractor is not yet required to submit a Disclosure Statement. The Contractor further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Contractor will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Contractors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the Contractor is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Contractor shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Contractor hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Contractor is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Contractor received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Contractor further certifies that if such status changes before an award resulting from this proposal, the Contractor will advise the Contracting Officer immediately.

Caution: An Contractor may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Contractor has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Contractor shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost

accounting practices affecting existing contracts and subcontracts.

Yes No

(End of provision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following paragraph (c)(5) to Part I of the basic provision:

(5) Certificate of Disclosure Statement Due Date by Educational Institution. If the Contractor is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the Contractor hereby certifies that (check one and complete):

(i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS OR QUOTERS

L.1 PREPROPOSAL CONFERENCE

A pre proposal conference is scheduled for November 7TH, 2:00 PM EST at the following location. Attendance at the conference is not mandatory, but is encouraged. Attendees should allow adequate time to gain access via building security. The building is in downtown Manhattan, 4 blocks north of the Holland Tunnel.

**FEDERAL BUILDING
11TH Floor, Suite 1101
201 VARICK STREET
NEW YORK, NY 10014-4811**

(End of Provision)

L.2 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 98)

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 Contractor is cautioned that the listed provisions may include blocks that must be completed by the Contractor and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Contractor 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/>

Federal Acquisition Regulation (FAR) Clauses:

- 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 03)
- 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 03)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 97)
- 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – TARGETS (OCT 00)
- 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 99)
- 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 93)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 99)

52.252-3 ALTERATIONS IN SOLICITATION (APR 84)

L.3 FAR 52.216-1 TYPE OF CONTRACT. (APR 84)

The Government contemplates award of a cost plus fixed fee contract. However, the Contracting Officer reserves the right to award any contract type/pricing arrangement.

Contractors should note that the Government reserves the right to expand and/or modify any resultant contract and its Performance Work Statement in order to ensure continued services and to promote efficiency within the WTC BPC program.

L.4 FAR 52.233-2 SERVICE OF PROTEST. (SEP 06)

(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:

Centers for Disease Control & Prevention
ATTN: David Staudt, Mailstop P-05
P.O. Box 18070
626 Cochrans Mill Road
Pittsburgh, PA 15236-0070

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

L.5 SUBMISSION OF REPRESENTATIONS AND CERTIFICATIONS

In accordance with FAR 52.204-8, Annual Representations and Certifications (JAN 06) Contractors are required to maintain and submit representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website. The ORCA website can be accessed via the Internet at <http://www.bpn.gov>.

Agency-specific representations and certifications must be completed and submitted in hardcopy format. The Section K Agency-specific representations and certifications provided in Section K as K.1 through K.3 must be submitted in hardcopy format as a separate section of the Contractor's business proposal. For additional details regarding electronic submission of annual representations and certifications see: <http://www.acqnet.gov/far/FAC/fac2001-26.pdf>

L.6 SMALL BUSINESS SUBCONTRACTING PLAN

If the proposed contract exceeds a total estimated cost of \$550,000 for the entire period of performance, the apparent successful Contractor shall be required to submit a subcontracting plan in accordance with the terms of the clause entitled "Small Business Subcontracting Plan" FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation." Attachment J-2 to this RFP is an example of such a plan.

a) THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.

b) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract.

c) CDC recommends the following goals for subcontracting opportunities:

Overall, for the total dollars subcontracted, 34% should go to Small Businesses

As a subset of the 34%, the following goals are recommended:

Small Disadvantaged Businesses –	6.35%
Women-owned Small Businesses –	5.00%
HUBZone Businesses –	3.00%
Veteran-Owned Small Businesses –	3.00%
Service Disabled Veteran Owned Business -	3.00%

d) The Contractor understands that:

(1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.

(2) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.

(3) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the Contractor, the Contractor shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.

(4) Prior compliance of the Contractor with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Contractor for award of the contract.

(5) It is the Contractor's responsibility to develop a satisfactory subcontracting plan with respect to both small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals and that each such aspect of the Contractor's plan will be judged independent of the other.

(6) The Contractor will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.

(e) The Government will evaluate the Contractor's Small Business Subcontracting Plan for total Small Disadvantaged Business (SDB) participation. This evaluation will be based on information obtained from the plan provided by the Contractor, the realism of the proposal, and any information supplied by the Contractor. Evaluation of the Small Business Subcontracting Plan will be a subjective assessment based on consideration of all relevant facts and circumstances. The Government is seeking to determine whether the Contractor has demonstrated commitment to use SDB concerns for the work that it intends to perform as the contractor. The Government will rely on the following areas of emphasis in evaluating

the proposed SDB participation in the Contractor's Small Business Subcontracting Plan:

The extent to which SDB concerns are specifically identified - Provide names, points of contact along with the other information asked for in the above paragraph for the SDBS to be utilized on this contract.

The extent of an Contractor's commitment to use SDB concerns - Commitments should be as specific as possible, i.e. subcontract arrangements already in place, letters of commitment, etc. Specific concerns must be identified with points of contact and telephone numbers. In addition, the SDB must provide proof of its certification as a SDB. Targets expressed as dollars and a percentage of total contract value for each SDB participating will be incorporated into and become part of any resulting contract. Therefore, the estimated extent of participation of all SDB concerns in terms of the value of the total acquisition must be identified.

The complexity and variety of the work SDB concerns are to perform - Provide detail on the type of work the SDB will be performing.

The realism of the proposal - The viability of the Contractor meeting the goals presented in the SDB utilization plan.

The extent of participation of SDB concerns in terms of the value of the total acquisition - The percentage of work the Contractor plans to subcontract to SDB concerns must be detailed.

L.7 SOLICITATION QUESTIONS

Besides those questions posed at the pre proposal conference all questions concerning this formal Request for Proposal shall be submitted electronically and shall be received by David Staudt/Contracting Officer by 5:00PM Local Prevailing Time on Friday, November 9th, 2007. Any questions for which answers can be provided may be conveyed to prospective Contractors by amendment to this solicitation, with copies of both the questions and answers being supplied to all prospective Contractors, without reference as to the originating source. Technical questions submitted by telephone or verbally will not be honored.

Please group your questions by RFP contract sections, and submit to dstaudt@cdc.gov.

Submission of questions shall include at a minimum, company name, address, point of contact, phone number, and:

EACH question submitted by the Contractor shall include:

1. Performance Work Statement (PWS) section number and/or title (including subparagraph designations) or solicitation section and/or title being referenced.
2. Question

NOTE: Questions submitted in chart or graph format will not be accepted.

All questions for which answers can be provided will be conveyed in the form of a solicitation amendment and posted on the FEDBIZOPPS website (www.fedbizopps.gov) on or about November 13th, 2007.

L. 8 PROPOSAL DELIVERY

Contractors shall deliver to the following address on or before 1:00 P.M. (Local Prevailing Time), November 28th, 2007, one (1) original and ten (10) copies of the Technical Proposal; one (1) original and eight (8) copies of the Business Proposal; one (1) original and three (3) copies of the Conflict of Interest and Compliance Program signed by an official authorized to bind your organization. In addition, two copies each of the Technical Proposal, Business Proposal, and Conflict of Interest and Compliance Program volume, in their entirety, shall be submitted electronically on a CD-ROM submitted in Microsoft Office Word or Excel -Version 2003. Contractors should submit its proposal on PRINTED or COPIED DOUBLE-SIDED on RECYCLED PAPER to the greatest extent practicable.

Centers for Disease Control & Prevention
Procurements and Grants Office
ATTN: Mr. David Staudt, Contracting Officer
2920 Brandywine Road
Atlanta, GA 33041

Contractors are hereby advised that the place for submission of proposals is a secure building. Therefore, when hand-delivering or utilizing a mail carrier service to deliver proposals, Contractors should allow for sufficient time to obtain registration at the Security Guard's desk.

Proposal delivery must be made to the exact location stated in this RFP solicitation on or before the date and time specified.

Contractors are reminded that FAR 52.215-1 does not make allowance for proposals received late when submitted by mail services other than the U.S. or Canadian Postal Service. Contractors are advised to take that possibility into consideration in determining when and how a proposal must be received at the specified location to meet the date and time requirements. Contractors are also advised to make sure that the proposal is clearly marked as to:

The RFP number;
The date and time for receipt;
The intended room location; and
The intended recipient

L. 9 GENERAL INSTRUCTIONS

Offer (Proposal): The following establishes the acceptable minimum requirements for the format and content of proposals:

a. The CDC anticipates that this solicitation will result in award of one (1) contract. Contractors must respond to all aspects of the solicitation, not just one or more of the requirements as partial responses will not be considered. Contractors are advised that proposals will be evaluated independently in accordance with the criteria and the best value process outline in Section M of this solicitation.

b. General: The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. The Contractor's proposal submission shall consist of Volume I - Technical Proposal, and Volume II - Business Proposal:

Volume I – Technical Proposal (written) – See specific instructions in L.13.

Volume II - Business Proposal - See specific instructions in L.15

Each of the volumes shall be separate and complete in and of itself so that the evaluation of one may be accomplished independently of the evaluation of the other.

c. ORAL PRESENTATIONS: Oral Presentations (if conducted) only apply to those Contractors determined to be in the competitive range.

The sole purpose of the oral presentation and question and answer session is to discern an Contractor's understanding of the work that the Government will require under the prospective contract. Accordingly, Contractors should include only information that is contained in the written proposal submission. The Government reserves the right to hold oral presentations at any time during the evaluation process. The Government also reserves the right to determine the need and the applicability of oral presentations based upon the Government's available resources. If it is determined that oral presentations will be required, Contractors determined to be in the competitive range will be provided specific instructions and schedule information.

d. It is the Government's intention that all work under this contract shall be performed within the United States, unless the Contractor can demonstrate that performance of work outside the United States satisfies the following factors:

All terms of this solicitation regarding system security.

All terms of this solicitation regarding the confidentiality and privacy requirements for information and data protection.

All terms of this solicitation that are otherwise relevant, including the provisions of the Performance Work Statement.

All terms of this solicitation regarding corporate compliance.

All laws and regulations applicable to the performance of work outside the United States.

The best interests of the United States.

If the Contractor proposes to perform any of the work under this contract outside the United States, the Contractor shall fully address the above factors in the appropriate sections of its written technical and business proposal. In preparing a proposal to meet this requirement, particular attention should be given to:

- Security
- Program Compliance
- Confidentiality of Information
- HIPAA

e. Section M, Evaluation Factors for Award: The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M, Evaluation Factors for Award, of this solicitation.

f. Proposals Included in the Official Contract File: Contractors are advised that its proposal may become part of the official contract file.

g. Clauses: Any resultant contract shall include the FAR clauses applicable to the selected Contractor's organization and type of contract award. Copies of the FAR clauses may be obtained at the following address: <http://www.arnet.gov/far>. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, will be included.

h. Costs for Proposal Submission: 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.

i. Award Without Discussion: Contractors are advised that award may be made without discussion (See

also FAR 52.215-1, Instructions to Contractors – Competitive Acquisition). Accordingly, proposals should be submitted initially on the most favorable terms from a price/cost and technical standpoint.

j. Late Proposals: Late proposals will be handled in accordance with FAR 52.215-1, Instructions to Contractors Competitive Acquisition.

k. Intent to Submit a Proposal: The Contractor shall indicate its intent to submit a proposal for this solicitation no later than 5:00 pm, Local Prevailing Time on November 15th, 2007. This notice shall be submitted via e-mail to the following address: dstaudt@cdc.gov. The intent to submit a proposal is not binding. It is for planning purposes only. A failure to indicate intent to submit a proposal does not preclude an Contractor from submitting a proposal.

l. Signature: The proposal must be signed by an official authorized to bind its organization.

m. Exceptions: Contractors are encouraged not to take exception to this solicitation; however, any exceptions taken to the specifications or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal. Contractors are to detail the particular section, clause paragraph, and page to which they are taking exception.

n. Binding and Labeling: Contractors shall use three-ringed binders to submit proposals. A binder cover sheet shall be affixed to each volume, which clearly identifies each volume, volume number, copy number (i.e., copy 2 of 4) and the solicitation identification Contractor's name. If the material for a volume requires more than one book, then that volume shall be labeled with the name and number of the volume and book number (i.e., Technical Proposal, Part I, Book 1 of 2). The original of Volumes I, II and III shall be marked ORIGINAL and all other copies shall be marked COPY # ___ of ___. Contractors shall label boxes with the Contractor's name, jurisdiction, and box ___ of ___.

o. Indexing: TAB indexing shall be used to identify all sections listed in Sections L.12 and L.14. Each section shall be organized such that an extensive search of documents is not necessary to review the proposal.

p. Amendment/Cancellation: CDC reserves the right to amend or cancel the solicitation as necessary to meet CDC requirements.

q. Page Size, Typing, Spacing and Page Numbering: Page size shall be 8.5 by 11 inches. Foldouts will count as two pages. The proposal shall be page numbered. Submit proposals, to the extent possible, on high-grade white paper, which can be recycled. Type size shall not be less than 12-pitch type and single-spaced. Each page shall be single spaced, 12 point font and have a 1" margin on all 4 sides; header and footer information may be contained within the 1" area. Graphs and tables shall be no less than 8-pitch type and single-spaced. The Contracting Officer, at his/her discretion, shall have the authority to waive minor deviations from the above specifications.

L.10 PROPOSAL ASSUMPTIONS

a. Contractors shall use the following assumptions when developing their proposal:

- 1) The WTC BPC contract award is planned on or before April 2, 2008.
- 2) For estimating purposes, the following 2 annual workloads will be used by all Contractors in preparing their cost estimates:

There are currently about 37,000 of the WTC responders that are enrolled in the program (members). These members are receiving monitoring and/or health care services under this program.

Of these 37,000 members, approximately 34,000 live in the NYC vicinity and are being serviced by one of 6 clinical centers.

Of the current 37,000 members enrolled in the program, the WTC HPO estimates that approximately 25% of these members currently require treatment services.

It is estimated that an additional 15,000 WTC responders may enroll in the program over the next two years, and it is assumed that about 10,000 of these responders live in the NYC vicinity and 5,000 live outside of the NYC vicinity.

The WTC HPO estimates that 25,000 medical monitoring exams will be performed during the first year of the contract. This number should increase as more current members are encouraged to return for follow-up exams and new members come into the program. The WTC HPO estimates that a maximum of 40,000 exams could be performed in a year.

L. 11 COMMUNICATIONS PRIOR TO CONTRACT AWARD

Contractors shall direct all communications to the attention of the Contract Specialist/Contracting Officer cited on the face page of this solicitation. Communications with other officials may compromise the integrity of this acquisition and result in cancellation of the requirement.

L.12 WRITTEN TECHNICAL PROPOSAL ORGANIZATION

The written Technical Proposal must NOT contain reference to price/cost; however, resource information such as the proposed duration of the Transition-in Phase, or the number and labor category of personnel to be assigned to a particular function must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. Volume I Technical Proposal has a total page limit of 100 pages. Contractors are cautioned that any proposal exceeding the 100 page limit will only be reviewed or evaluated up to page 100. The Table of Contents, Key Personnel resumes, required corporate financial information, and cross-reference matrix (if provided) are not included in the page limit. Volume I - Technical Proposal shall be organized as follows:

- TAB 1 General Requirements
- TAB 2 Technical Approach
- TAB 3 Corporate Experience
- TAB 4 Personnel

L.13 WRITTEN TECHNICAL PROPOSAL INSTRUCTIONS (Volume I – Technical Proposal)

A complete and comprehensive technical proposal shall be submitted, specifically addressing all factors, methods to be utilized and scheduling of resources to satisfactorily complete all tasks.

The specific written technical proposal instructions are listed below and the evaluation factors for award are outlined in Section M.3.

TAB 1 – GENERAL REQUIREMENTS:

1.1 Contractor's Understanding

State the Contractor's understanding of the overall World Trade Center (WTC) Responder Health Program (RHP) and the Contractor's understanding of what roles and responsibilities the WTC Business Process Center (BPC) Contractor will have in the overall program (not to exceed two pages).

1.2 Executive Summary

The executive summary should provide an overview of the contents of the technical proposal (not to exceed three pages). The executive summary should include:

- A brief description of the Contractor's qualifications
- An organization plan describing the Contractor's corporate relationships including joint ventures and/or subcontractor relationships that will be used to meet the requirements of the BPC contract
- An organizational chart for the administration of the BPC responsibilities
- A description of the Contractor's experience with:
 - medical claims processing and bill payment
 - providing a nationwide pharmacy benefit
 - providing a nationwide health care provider network
 - providing member services.

TAB 2 – TECHNICAL MANAGEMENT APPROACH:

The section is used to demonstrate to the WTC Health Programs Office (HPO) that the Contractor's Technical Management Approach is appropriate to the scope of the WTC RHP. The Technical Management Approach section should fully describe the Contractor's:

- Project Management Plan
- Technical Approach to Providing Claims Processing and Billing Services
- Technical Approach to Providing a Nationwide Pharmacy Benefit.
- Technical Approach to Providing a Nationwide Health Care Provider Network
- Technical Approach to Providing Member Services.

Please use the following instructions to guide in the preparation of your response.

2.1 Project Management

Project Management Plan

Provide your overall Project Management Plan for organizing, staffing, and managing the scope of work, including an identification of key personnel with the percent of time to be devoted to the WTC RHP by each. The Project Management Plan should clearly define your:

- Proposed management and staffing structure
- Lines of authority and responsibility for the performance of work
- Proposed operating procedures
- Resource management and scheduling of work
- Training requirements
- Quality Assurance procedures
- Cost tracking and reporting procedures
- Name, description, and schedule of all reports
- Plans for maintaining a high level of communication with other participants in the WTC RHP (including medical monitoring exam and treatment providers and the Data Centers).

2.1.1 Transition-In Phase

As a part of the overall Project Management Plan, provide a summary work plan for the Transition-In Phase that addresses:

- a. Transition-In Phase Schedule and Tasks
- b. Contract Start-Up and Planning
- c. Administration and Key Contractor Personnel
- d. Systems Readiness Review
- e. Operations Readiness Review
- f. Assurance of System and Operational Readiness
- g. Readiness Review Deficiencies.

2.1.2 Operations Phase Requirements

As a part of the overall Project Management Plan, provide an Operations Plan that addresses:

- Claims Processing and Bill Payment
- Pharmacy Benefit
- Health care Provider Network
- Member Services
- Data Transfer.

Reporting Schedule and Deliverables

Provide a list of all proposed reports including a description of the report and a schedule of delivery.

2.1.3 Transition-Out Phase Requirements

As a part of the overall Project Management Plan, provide a Transition-Out Plan that addresses:

- Transfer of Data and Information
- Turnover Services
- Post-Turnover Services.

2.2 Technical Approach

2.2.1 Claims Processing and Bill Payment

Based on the information provided in Section C of the RFP, describe your understanding of the roles and responsibilities of the BPC Contractor related to claims processing and bill payment.

Describe the workflow of your claims processing and bill payment process for services provided by:

- BPC Contractor's Network Providers
- Out-of-Network Providers
- WTC Centers of Excellence Providers
- BPC Contractor's Pharmacy Providers.

The workflow description should provide the details of claims flow from claim receipt to finalization, including all related activities that are a part of the process and how they interact with one another. The workflow process should include a description of the Contractor's ability to:

- Achieve efficiencies and cost savings through internal processes;
- Receive and process paper claim submissions from providers permitted by law to submit paper claims;
- Maintain an effective internal communication strategy, efficiently responding to and implementing changes in program standards and change requests;
- Maintain the proper systems infrastructure to appropriately interact with the standard systems of other WTC RHP participants (including medical monitoring exam and treatment providers and the Data Centers);
- Proactively stay abreast of industry issues such as format changes to the electronic claims processing standards; and,
- Demonstrate an understanding of the various methodologies used to process all types of claims for the WTC RHP.

Does the workflow described above differ significantly from your normal claims processing and bill payment process? If so, how?

Describe the methods that are available to health care service providers for submitting claims. (web-based system, software interface, paper processing, etc.)

Describe your data processing system which will be used to process WTC RHP claims and for bill payment, including:

- Data input and output formats
- Data retention
- Data analysis
- Data reporting
- Data security.

2.2.2 Nationwide Pharmacy Benefit

Based on the information provided in Section C of the RFP, describe your understanding of the roles and responsibilities of the BPC Contractor related to provision of a nationwide pharmacy benefit.

The formulary to be used for the WTC RHP is contained in Section J.6 of this Request for Proposal. Please state if the pharmacy benefit that you are proposing includes all of the listed medications. Describe any exceptions to this formulary.

Describe your prescription authorization procedure.

2.2.2.1 Pharmacy Benefits Management Services

Describe your Pharmacy Benefit Management Services Program including:

- Member Management
- Coordination of Benefits
- Claims Processing and Adjudication
- Paper Claims Processing
- Rebates and Discounts
- Account Service, Account Management, and Account Setup
- Analytic Services
- Data Systems and Reporting
- Fraud and Abuse Compliance
- Financial Reporting.

2.2.2.2 Prescription Drug Disbursement Services

Describe your Prescription Drug Disbursement Services Program including:

- National Retail Pharmacy Network
- Mail Order Pharmacy
- Prescription Refill Services

2.2.2.3 Drug Utilization Review (DUR) Program

Describe your Drug Utilization Review (DUR) Program including protocols for managing:

- Drug-Drug Interactions
- Drug-Patient Interactions
- Drug-Disease Interactions
- Drug-Pregnancy Interactions
- Drug Over utilization
- Duplicate Therapy
- Addictive Substances
- Long Term Hypnotics.

2.2.2.4 Step Therapy Program

Describe your Step Therapy Program as applicable to the WTC RHP.

2.2.3 Nationwide Health Care Provider Network

Based on the information provided in Section C of the RFP, describe your understanding of the roles and responsibilities of the BPC Contractor related to provision of a nationwide health care provider network.

Describe how the adequacy of the provider network is determined.

Describe your credentialing criteria for network health care providers.

Describe the number and location of health care providers in your proposed health care provider network.

Describe how you conduct recruitment in the event of "gaps" or shortages in the network, especially in rural or underserved areas.

Describe any specific efforts to recruit or address a culturally diverse provider network.

Describe how you maintain coordination and promote communication with outside organizations (your provider network, your customers, etc.).

Describe your policy and procedure for referrals to specialists (both within the network and outside of the network).

Describe whether you experienced any significant changes in network composition during the past three years. Describe the circumstances for such changes and the potential or actual impact on access to care.

Indicate by provider type (i.e., primary care physician, specialist, CRNP, etc.) the percentage of providers that were not re-credentialed in the past three years due to performance or quality reasons.

Indicate by provider type (i.e., primary care physician, specialist, CRNP, etc.) the percentage of providers that were terminated in the past three years due to performance or quality reasons.

Indicate your physician turnover rate in the past year for primary care physicians and for specialists. Also, indicate the reasons for turnover (i.e., voluntary, involuntary, retirement, etc.).

Describe all ancillary services (e.g., labs, durable goods, physical therapy, and skilled nursing facilities) that are available in network. If not all services are provided in all areas, indicate in which areas the service is not available.

Describe your program for review of providers' clinical records to evaluate patterns of care and compliance with performance standards.

Describe how and when enrollees are informed when their providers leave the network.

2.2.4 Member Services

Based on the information provided in Section C of the RFP, describe your understanding of the roles and responsibilities of the BPC Contractor related to the 2 components of the provision of Member Services.

Describe your Member Services Management System.

Describe your procedures and processes that will be used for:

- Getting information to people who are eligible for the program but are not currently enrolled
- Determining WTC RHP eligibility
- Providing enrollment and renewal services
- Providing membership cards to members
- Providing information updates to members
- Getting information updates from members
- Retaining current members
- Scheduling initial medical monitoring exam
- Scheduling follow-up medical monitoring exam

- Answering administrative questions from members related to medical monitoring exams
- Determining who the initial treatment provider will be
- Scheduling appointments with the initial treatment provider and other care providers
- Answering administrative questions from members related to treatment including pharmacy benefit
- Handling appeals
- Handling conflicts
- Maintaining a member information hotline available 24/7
- Assigning a Case Manager to each member
- Measuring member satisfaction
- Maintaining member records.

Describe the qualifications and training of your Case Managers and the number of members for which they will be responsible.

TAB 3 – CORPORATE EXPERIENCE:

The section is used to demonstrate to the WTC HPO that the Contractor's corporate experience gained on current or past contracts of similar or larger size and scope is appropriate to the scope of the WTC RHP. The corporate background and experience section should describe the history and relevant experience of the Contractor and any subcontractors. Please use the statements below to guide in the preparation of your response.

3.1 Describe your relevant corporate experience and that of any proposed subcontractors. Relevant experience should include providing Claims Processing and Bill Payment Services, a Nationwide Pharmacy Benefit, a Nationwide Health Care Provider Network, and Member Services.

3.2 Provide documentation regarding verification of the states you have been authorized to operate as a Business Process Center and the states in which you are authorized to provide health care services and pharmacy benefits.

3.3 Describe any contractual relationships with organizations necessary to your full support of the WTC RHP (e.g., actuarial services, clinical staff, data information services, etc.)

3.4 Describe if you have any plans to do the following:

- Change financial and claims administration.
- Consolidate claims/administration offices.

3.5 Provide your financial ratings from the following institutions:

Institution	Rating	Date of Rating
AM Best		
Moody's		
Standard & Poor's		

3.6 Describe if you are currently in any discussions (or have any plans) to:

- Be purchased by another organization
- Purchase another organization
- Merge with another organization.

3.7 Indicate if the plan listed in the previous section has received its federal qualification form from the Department of Health and Human Services. If so, provide the effective date of the qualification. If not, indicate if federal qualification has been requested and if the application is currently pending.

3.8 Describe any restrictions or pending reviews by state or federal authorities for non-compliance with state or federal statutes or regulations. Provide details for the past three years, including the outcome.

3.9 If you are rated by the NCQA, URAC, JCAHO, or other organizations, provide the most recent rating along with the date the rating was received and to which business group it applied.

TAB 4 – PERSONNEL:

The section is used to demonstrate to the WTC HPO that the Contractor will have personnel assigned to this project that have the experience, educational background, and record of past accomplishment appropriate to the scope of the effort. Please use the statements below to guide in the preparation of your response.

4.1 List all personnel (along with title) that you designate as Key Personnel. State whether the person is your direct employee or if the person is employed by a subcontractor.

At a minimum, Key Personnel shall include a Program Manager and four (4) Account Managers. The Program Manager shall have overall responsibility for the BPC Contract. Your Program Manager shall serve as your single point of contact with the WTC HPO. Your Program Manager shall be highly knowledgeable of all aspects of the WTC RHP requirements.

An Account Manager shall be assigned for each of the major areas of responsibility under the BPC Contract. These major areas of responsibility include:

- Claims Processing and Bill Payment
- Nationwide Pharmacy Benefit
- Nationwide Health care Provider Network
- Member Services.

4.2 Describe the qualifications for all proposed Key Personnel and discuss how their specific technical skills, substantive expertise, and educational backgrounds are appropriate for the WTC RHP.

4.3 Provide the name, address, telephone number of a contact person that can provide references for each of the Key Personnel. Reference checks may be conducted of your Key Personnel.

4.4 Attach resumes of all Key Personnel. Include education and relevant work experience. Specify where these Key Personnel will be physically located during the time they are engaged to work on the WTC RHP and the percentage of their time that will be devoted to the WTC RHP.

L. 14 BUSINESS PROPOSAL ORGANIZATION

Cost proposals will be submitted following the instructions included in Table 15-2 at FAR 15.408, the CLIN structure provided with the RFP, and in accordance with the Performance Work Statement (PWS). Included are instructions (e.g. cost breakout, other direct costs, and travel) that will be followed for all business proposal submissions. The level of detail for the Business proposal has been drawn from the PWS. The proposed costs that are to be provided shall be to the extent that an Contractor's accounting system is able to capture cost data for that particular section.

If, during the review of cost proposals submitted by bidders in response to this RFP, CDC determines that additional cost information is needed, bidders may be required to submit additional cost information.

The proposal submission of other than cost or pricing data is required to be in the format prescribed in FAR 15.408, Table 15-2. It provides instructions on preparing a proposal and the supporting documentation required. For assistance in proposal preparation, see publication DCAAP 7641.90 dated January 2004 entitled "Information for Contractors" published by the Defense Contract Audit Agency. The full text of this publication is available on the Internet at <http://www.dcaa.mil>.

The Business Proposal shall be comprised of the following elements. Please note that this is a one (1) year contract due to the type of funds that are utilized. However, the contract length will include four one-year options, bringing the total potential contract length to five years, if all options are exercised. The Government may exercise the optional periods in accordance with contract section F.2. The business proposal does not have a page limit, however, it should be carefully prepared to be clear and concise. The business proposal shall consist of the following:

TAB 1	Proposal Assumptions
TAB 2	Table of Contents
TAB 3	Contract Forms, Representations and Certifications
TAB 4	Information Other than Cost and Pricing Data
TAB 5	Other Administrative Data
TAB 6	Responsibility Determination
TAB 7	Small Business Subcontracting
TAB 8	Past Performance

L.15 BUSINESS PROPOSAL INSTRUCTIONS (VOLUME II – BUSINESS PROPOSAL)

**** SPECIAL NOTICE ****

BPC OPERATIONS - CLIN ITEMS ENTITLED BPC OPERATIONS, 000101, 000201, 000301, 000401, AND 000501. CONTRACTORS ARE TO PROVIDE A COMPLETE COST BREAKDOWN AS DETAILED BELOW FOR:

- 1) TRANSITION IN PHASE
- 2) ADMINISTRATIVE COSTS OF THE CLAIMS PROCESSING AND BILL PAYING
- 3) ADMINISTRATIVE COSTS OF THE PHARMACY BENEFITS
- 4) ADMINISTRATIVE COST OF THE PROVIDER NETWORK
- 5) COST FOR MEMBER SERVICES

* TREATMENT/PHARMACY COSTS – CLIN ITEMS ENTITLED TREATMENT/PHARMACY COSTS, 000102, 000202, 000302, 000402, AND 000502. CONTRACTORS ONLY NEED TO PROVIDE THE COST STRUCTURE FOR THE FORMULARY FOUND IN J.5 AND J.6.

1. **TAB 1: Proposal Assumptions** – Contractors shall provide all proposal assumptions used in preparing their proposal submission. Assumptions should include rationale for all cost elements. For example, Labor rationale sheets should describe how the basis of the hours were determined (e.g. historical data, technical experience, etc.) Assumptions should be separated and identified for the Technical Proposal, Volume I and the Business Proposal, Volume II.
2. **TAB 2: Table of Contents** – Shall be included that identifies and clearly labels the various business proposal sections.

3. **TAB 3: Contract Forms, Representations and Certifications** - Signed, dated, and fully executed package consisting of:

--SF-33, Solicitation, Offer and Award (Block 12: Please note that offers are valid for a period of 200 days unless specified otherwise by the Contractors);

--RFP Section B;

--RFP Section G;

--RFP Section H;

--RFP Section K; and

4. **TAB 4: Information Other than Cost and Pricing Data**

The cost proposal is presumed to represent a Contractor's best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price should be explained in the proposal. Any significant inconsistency, if not explained, raises a fundamental issue of the understanding of the nature and scope of the work required and of the Contractor's financial ability to perform the contract and may be grounds for rejection of the offer. The burden of proof for cost credibility is with the Contractor.

Prospective Contractors, at a minimum, must submit a cost/price proposal supported by information other than cost and pricing data (See FAR 15.4) adequate to establish the reasonableness and realism of the proposed cost/price.

Include the following in your submission for the base period and each option period. The business proposal spreadsheets shall be used for all pricing and shall be as follows:

Labor for Prime and Subcontractors: Contractors shall provide labor rates for all labor categories that are expected to be used in the performance of the WTC BPC contract. Such labor rates shall be projected for the base year and all option years. If the labor rates are escalated, the rationale for the proposed escalation rate should be included in the submission. The proposed labor rates should be supported with payroll information, letters of intent or salary survey information.

Indirect Rates (Overhead Rate, General & Administrative, Fringe, etc.) (as appropriate):

(1) An Contractor with current government approved indirect rate agreement should provide a copy of the forward pricing rate agreement with the proposal.

(2) An Contractor without a current forward pricing rate agreement needs to provide the following:
The last two years of actual indirect rates with a rate schedule showing both the pool (by cost centers) and base of allocation for each indirect rate.

Provide budgeted out year rates with sufficient detail to support the basis of estimate for each cost center in the overhead pool. The indirect bases should be in line with anticipated future work.

c. Contractors should be aware that, as part of the Business Proposal, Contractors and their subcontractors will be evaluated on whether they possess approved provisional billing rates. Without the forward pricing rate agreements or approved provisional billing rates, CDC believes that the Contractor's future indirect rate stability possibly could be unpredictable, and would represent some risk in the Business Proposal.

Uncompensated Overtime - Contractors are required to include a copy of its policy on "uncompensated overtime" with its proposal (FAR 52.237-10). Uncompensated overtime is defined as "hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act."

Facilities Capital Cost of Money – Pursuant to HHSAR 315.404-4, when facilities capital cost of money (cost of capital committed to facilities) is included as an item of cost, a reduction in the profit objective shall be made in an amount equal to the amount of facilities capital cost of money proposed/claimed. This effectively makes the inclusion of cost of money in a proposal as an element of cost irrelevant.

Subcontracts - All proposed subcontractors shall submit a complete cost proposal in the same format as the Contractor's cost proposal. Subcontractors may submit cost proposal showing the breakdown of costs to CDC under separate sealed package.

Travel - All travel costs proposed shall be reimbursed on a cost reimbursement basis in accordance with the Federal Travel Regulation (FTR). A copy of your corporate travel policy shall be submitted with your proposal. Contractors are required to submit a breakdown of proposed travel expenses consisting of the following: Number, types and purpose of trips, number of travelers, duration of trip for each destination, mileage, per diem, air fare, and miscellaneous expenses.

Other Direct Costs (ODCs): These include materials, equipment, etc. The Contractor shall consolidate ODCs into one line item. However, a separate schedule shall be provided to break down ODCs. The schedule shall provide a detailed itemization of each ODC. The Contractor shall also provide the basis of estimate and rationale for the need for each item of ODC.

SUMMARY ROLLUP OF ALL COSTS: In addition to the individual contract line item summaries the Contractor shall include a summary sheet inclusive of all costs (base year and all options).

Defense Contract Audit Agency (DCAA): Provide the name, address and telephone number of the Contractor's cognizant DCAA office.

5. **TAB 5: Other Administrative Data**

(1) **General** - The Contractor's proposal must stipulate that it is predicated upon all the terms and conditions of this solicitation. In addition, it must contain a statement to the effect that it is firm for a period of **at least 200 days** from the date specified for receipt of offers by the Government.

(2) **Subcontracts** - The Contractor's proposal shall include the following subcontract information to be evaluated:

a. A copy of the subcontract/agreement which includes, at a minimum:

- (1) The supplies or services to be subcontracted; i.e., PWS
- (2) Identification of the type of subcontract to be used;
- (3) Proposed subcontract price; and,
- (4) Flowdown of appropriate FAR and prime contract clause from prime contractor.

b. Certificate of Current Cost or Pricing Data; as appropriate,

c. Subcontract Negotiation Memorandum reflecting:

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

d. Extent to which adequate price competition was obtained, or justification for its absence.

e. Statement as to whether the proposed subcontractor is on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

(3) **Equipment to be purchased:** If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item and whether you propose to furnish the item with your own funds.

(4) **Government Property:**

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

b. You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, which is proposed to be used in the performance of the prospective contract.

c. The management and control of Government Property must be in accordance with HHS Publication OS-686 entitled, "Contractor's Guide to Control of Government Property (1990)," a copy of which will be provided upon request.

(5) **Disclosure Statement** - If applicable, Contractors shall submit a Disclosure Statement in accordance with FAR Part 30.202 and Section K.5.

(6) **Adequate Accounting and Estimating Systems** – Contractors shall certify that they have an approved accounting and estimating systems that are in compliance with applicable contract cost principles and procedures of FAR Part 31 as well as FAR Appendix A, Cost Accounting Standards (CAS) in

order to be considered for award of cost type contracts. Contractors shall state if their practices used in estimating cost are consistent with their cost accounting practices used to accumulate, segregate, and report costs.

(7) **Organization Structure** – Contractors should submit an organization structure chart that depicts the relationships between the parent company and its subsidiaries (if applicable). This structure should also include Business Units, Divisions, etc.

(8) **Service Contract Act** – Contractors should identify those proposed labor categories subject to the Service Contract Act of 1965, as Amended (FAR 22.10) and provide a crosswalk to the labor category in the applicable Wage Determination for their place of performance. Contractors may obtain Wage Determinations at www.servicecontract.fedworld.gov (click on “selecting SCA WDs” to obtain wage determination).

6. **TAB 6: Responsibility Determination**

The Contracting Officer will make a responsibility determination in accordance with FAR Subpart 9.1. The Contractor shall demonstrate the degree to which it has met each area of responsibility. The Contractor shall submit sufficient, current and adequate documentation that demonstrates the Contractor has addressed each area of responsibility below. If no information is available, Contractors shall state non-applicable. CDC will evaluate and assess the documentation and other available information in making a responsibility determination. The responsibility determination is not point-scored; however, it will be used as a factor in making a recommendation for contract award.

Contractor’s Financial Capability: 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).

At a minimum, CDC will require that an Contractor has a net worth in excess of 10% of the WTC BPC Operations annual total cost-plus-fee. CDC reserves the right to require a higher level of capitalization/net worth and/or guarantees in a particular case, or to require a higher level of financial capability as a condition for exercise of an option of a contract.

Financial Statements: Include a copy of audited financial statements for the past two years. If an audited financial statement is not available, provide the most recent revised, compiled or internally prepared financial statement. Contractors that are newly formed entities will submit the financial statements of the ‘parent’ company (ies).

Working Capital: In reviewing the financial statement, CDC will apply standard tests to ensure that the company has adequate working capital to operate the contract(s). Standard Form 1407, which is often used for pre-award surveys, identifies these tests. For instance, the amount of cash and cash-equivalents will be compared to near-term liabilities.

Contractor Integrity/Misconduct: CDC will review any and all available information relating to administrative misconduct. Contractors shall disclose any and all known qui tams or other administrative misconduct within the past ten (10) years.

Internal Controls – CDC will review any and all available information relating to the Contractor’s establishment and operational effectiveness of their internal control system designed to provide reasonable assurance financial, programmatic and compliance objectives. Examples of information that CDC may review as evidence of the design and effectiveness of an Contractor’s internal control system include previous Statement on Auditing Standards 70 review results, independent third party reviews of the system, corporate integrity program or other such information as CDC deems appropriate.

7. **TAB 7: Small Business Subcontracting Plan** - Contractors are required to submit a small business subcontracting plan in accordance with Section L.6.

L.16 Past Performance Information (Jan 2000)

(a) Each Contractor will be evaluated, in accordance with Section M of the RFP, on their past performance under existing and prior contracts.

(b) Contractors shall submit the past performance information as part of their business proposal. The Contractor should include the last six (6) contracts completed during the past three years and all contracts currently in process for both the Contractor and all proposed major subcontractors. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. Contractors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for predecessor companies, corporate officers, proposed key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement. The following information should be included for each contract listed:

1. Name of Contracting Organization;
2. Contract Number;
3. Description of services provided under the contract and the ways the services performed are relevant to the services required under this RFP;
4. Names, addresses, telephone numbers, e-mail address (if known) and facsimile numbers of the Contracting Officer and the Project Officer for all Government contracts. Names, addresses, telephone numbers, and facsimile numbers of private sector contacts equivalent of a Federal Government Contracting Officer and Project Officer (operation manager.)
5. The dollar value of the contract;
6. Contract type (Firm-fixed price, cost-plus-fixed-fee, etc.);
7. Period of Performance;
8. Place of performance;
9. The number and type of personnel assigned in performance of the contract;
10. Information on problems encountered on the identified contracts and the Contractor's corrective actions;
11. Copies of the most recent Past Performance Evaluation issued to the Contractor under each contract listed.

(End of Provision)

L.18 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA. (OCT 1997)—ALT IV (OCT 1997).

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, Contractors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Contractor shall submit, at a

minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

Submission of cost or pricing data is not required.

Provide information as described in Section L.12, L.13, L.14, L.15,

L. 19 INSTRUCTIONS TO CONTRACTOR – CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE

In accordance with FAR 52.204-7, the Contractor shall acknowledge the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any award resulting from this solicitation. **FAILURE TO REGISTER IN CCR WILL PROHIBIT CDC FROM MAKING AN AWARD TO YOUR ORGANIZATION.**

The prospective awardee must enter all mandatory data fields, including the Data Universal Numbering System (DUNS) number or DUNS + 4 number into the CCR database. (see FAR: 52.204-6 Data Universal Numbering System (DUNS) Number). The prospective awardee must also enter all Electronic Funds Transfer (EFT) data into the CCR database.

The prospective awardee is responsible for the accuracy and completeness of the data within the CCR database. At a minimum, the prospective awardee must review and update the CCR database.

The prospective awardee is responsible for the accuracy and completeness of the data within the CCR database. At a minimum, the prospective awardee must review and update the CCR database on an annual basis.

Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423.

L.20 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. 21 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
(Apr 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

L. 22 52.214-35 SUBMISSION OF OFFERS IN THE U.S. CURRENCY (Apr 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 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.

52.217-5 EVALUATION OF OPTIONS (JUL 90)

M.2 GENERAL PROCEDURES

a. General: Award will be made to the Contractor(s) whose proposal offers the best overall value to the Government. This will be determined by a trade-off technique that allows the Government to consider award to other than the lowest priced/cost Contractor or other than the highest technically rated Contractor in accordance with FAR Part 15.101-1. It permits tradeoffs among cost/price and non-cost/price evaluation factors

Contractors are advised that primary consideration will be given to the technical quality of the proposals in the evaluation process. The business proposal will not be scored using adjectival ratings. Cost is not a weighted factor. Although cost/price is not controlling, cost reasonableness and realism will be considered. CDC will perform a cost analysis on the total estimated cost to determine if it is fair and reasonable. CDC will also perform a cost realism analysis in accordance with FAR 15.404-1(d) to ensure that the Contractor's estimated proposed cost elements are realistic for the labor proposed and reflect a clear understanding of the requirement.

CDC reserves the right to award without discussions. However, in the event that an Contractor is precluded from receiving award or being excluded from the competitive range solely based upon a negative past performance rating, then CDC shall provide an opportunity for the Contractor to refute its negative past performance.

b. Risk:

In determining Best Value, CDC will assess the relative risks associated with each Contractor's proposal and potential performance. Risk is defined as the likelihood that the Government will be negatively impacted by the Contractor's failure to meet the negotiated business, technical, management, and schedule performance and cost. Risk is associated with an Contractor's proposed approach in meeting the Government's needs and requirements. The evaluation team will assess risk and integrate their assessments into the rating of each evaluation factor and appropriate subfactor.

Assessment of risk is an integral component of the evaluation. It will serve to inform the evaluators of the likelihood that the Contractor's proposed solutions would successfully meet the requirements of this solicitation, within reasonable time frames and funding profiles, and without placing unreasonable risk on the Government. In analyzing the risk of the Contractor's proposed solutions, the Government will also consider the Contractor's willingness to share in this risk.

c. Technical Evaluation: The Technical Evaluation Panel (TEP) will evaluate the Technical Proposal (Volume I) by applying the evaluation factors set forth in Section M.3 below. Each technical proposal will be evaluated qualitatively and categorized using the following adjectival ratings: Outstanding, Technically

Acceptable, and Technically Unacceptable in relation to the evaluation factors and subfactors listed in Section M.3 of this solicitation. In addition to determining a rating for each Contractor, the TEP will 1) recommend whether or not a proposal is technically acceptable or technically unacceptable and 2) identify its strengths, weaknesses and deficiencies.

d. Business Evaluation: The business proposal (Volume II) will be analyzed and evaluated, but not assigned an adjectival rating, by a separate business evaluation team to determine the reasonableness and the realism of the proposed cost/price. The purpose of this cost realism will be to determine what the Government should realistically pay for the proposed effort, if the Contractor's proposed costs reflect the Contractor's understanding of the Government's requirements, and if the proposed costs are consistent with the various elements of the Contractor's technical proposal. The proposed cost/price for the base year requirements will be added to the proposed cost/price of the four, one-year options to come up with a total proposed estimated cost/price.

e. Past Performance: In accordance with FAR 9.104-1, General standards, the Contractor must have a satisfactory performance record in order to be considered for award. See also FAR 9.104-3(b), Satisfactory Performance Record, and FAR 42.15, Contractor Performance Information.

f. Clarification/Communications with Contractors Before and After Establishment of the Competitive Range: In accordance with FAR 15.306, Exchanges with Contractors After Receipt of Proposals, the Government may be required to conduct clarifications and/or communications with the Contractor prior to the establishment of the Competitive Range. Discussions, as defined in FAR 15.306(d), may be conducted after establishment of the Competitive Range.

An Contractor should not assume that the Contracting Officer will independently obtain information necessary to evaluate its proposal and should therefore supply all information required to evaluate its proposal. Failure to provide the information required in order to evaluate a proposal could result in rejection of the proposal as being technically unacceptable.

h. Competitive Range: Based on the ratings of each proposal against all evaluation criteria and other requirements of the solicitation, the Contracting Officer intends to establish a Competitive Range comprised of all of the most highly rated proposals unless the range is reduced for purposes of efficiency (see below). The Competitive Range will be determined based on the following:

Evaluation of the written technical proposal for the WTC BPC services and all option years;

Evaluation of business proposal; and

A preliminary responsibility determination (See FAR 9.1 Responsible Prospective Contractors).

Note: At this point in the procurement cycle the responsibility determination is preliminary. The responsibility determination process will continue up to the time contracts are awarded.

Evaluation of the Conflict of Interest and Compliance Proposal.

Further, 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.

Contractors will be notified by letter whether or not it has been included in the Competitive Range.

Contractors not in the Competitive Range will be eliminated from further consideration for award.

Contractors excluded or otherwise eliminated from the Competitive Range may request a debriefing in accordance with FAR 15.505, Pre-award Debriefing of Contractors.

The CDC Quality Assurance Surveillance Plan (QASP) is provided as attachment J-9. Contractors determined to be in the competitive range will be given the opportunity to update its Quality Assurance

Plan during discussions and/or as part of its Final Proposal Revision.

i. Discussions: After announcement of the Competitive Range and upon completion of discussions in accordance with FAR 15.3, a request for final revised proposals will be issued to all Contractors still within the Competitive Range. If, after discussions have begun, an Contractor originally in the Competitive Range is no longer considered to be among the most highly rated Contractors being considered for award, that Contractor may be eliminated from the Competitive Range whether or not all material aspects of the proposal have been discussed, or whether or not the Contractor has been afforded an opportunity to submit a proposal revision.

After receipt and evaluation of a final revised proposal, an Contractor may be selected for award and may be involved in final negotiations. The content of such negotiations would not have any bearing on the selection process and would be in accordance with HHSAR 315-370, "Finalization of Details with the Selected Source."

You are reminded that inclusion in the Competitive Range is not a guarantee for award of a contract.

j. Source Selection: Selection will be made in accordance with FAR Part 15.3, Source Selection. Selection will be made to that responsible Contractor(s) whose offer, conforming to the solicitation, will be most advantageous to the Government based on technical merit, cost/price realism and other factors specified in this solicitation.

k. Amendment or Cancellation of Solicitation: CDC reserves the right to amend or cancel this solicitation as necessary to meet CDC requirements.

M.3 Evaluation Factors

This section is intended to explain the rationale and precise criteria by which proposals resulting from this solicitation will be evaluated. Contractors are advised that they are not restricted as to what is presented in their proposals, as long as sufficient material is provided to allow evaluation of specific proposal elements defined below. Proposals submitted in response to this solicitation shall be evaluated according to the following criteria and point breakdown. The Government will evaluate each proposal to make a preliminary competitive range determination using the technical scores for evaluation criteria (M.3.1) through (M.3.4). The Government will proceed to evaluate the Past Performance Information (PPI, Criteria M.4.1) and the SDB Participation factor (M.4.2) of those Contractors within the preliminary competitive range and will add each Contractor's PPI and SDB scores to their preliminary evaluation score. The Government will then proceed with a second competitive range determination (if necessary) based upon each Contractor's total technical evaluation score also considering each Contractor's business proposal.

Technical Evaluation Factor	Maximum Evaluation Points
Understanding of the Requirements	35
Technical Management Approach	35
Corporate Experience	20
Personnel	10
Total	100

Note: Cost is not a weighted factor.

1 UNDERSTANDING of the REQUIREMENTS (35 Points)

The TEP will evaluate the Contractor's understanding of the overall WTC RHP and the Contractor's understanding of what roles and responsibilities the WTC BPC Contractor will have in the overall program. The TEP will also evaluate the Contractor's understanding of the unique requirements of the WTC RHP and the WTC BPC.

2 TECHNICAL MANAGEMENT APPROACH (35 Points)

2.1 Claims Processing and Bill Payment

The TEP will evaluate the Contractor's ability to:

- Implement the claims flow from claim receipt to finalization, including all related activities that are a part of the process and how they interact with one another;
- Achieve efficiencies and cost savings through internal processes;
- Receive and process paper claim submissions;
- Maintain an effective internal communication strategy, efficiently responding to and implementing changes in program standards and change requests;
- Maintain the proper systems infrastructure to appropriately interact with the standard systems of other WTC RHP participants (including medical monitoring exam and treatment providers and the Data Centers);
- Proactively stay abreast of industry issues such as format changes to the electronic claims processing standards; and,
- Demonstrate an understanding of the various methodologies used to process all types of claims for the WTC RHP.

2.2 Nationwide Pharmacy Benefit

The TEP will evaluate the Contractor's ability to develop and maintain a nationwide pharmacy benefit program that is sufficient to support the requirements of the WTC RHP as required in the Performance Work Statement. This will include:

- Ability to provide all medications listed in Section J.6;
- Management of pharmacy benefit;
- Rebate practices;
- Drug Utilization Review (DUR) Program.

2.3 Nationwide Health Care Provider Network

The TEP will evaluate the Contractor's ability to develop and maintain a nationwide health care provider network that is sufficient to support the requirements of the WTC RHP as required in the Performance Work Statement. This will include:

- Ability to provide medical monitoring examinations to all members outside the NYC area;
- Ability to provide diagnostic and focused treatment services to all members outside the NYC area.

2.4 Member Services

The TEP will evaluate the Contractor's ability to develop and maintain a Member Services Program that is sufficient to support the requirements of the WTC RHP as required in the Performance Work Statement.

The Contractor shall demonstrate the capacity to serve the expected enrollment in such service area, including proof that the Contractor offers an appropriate range of services and access to primary care services for the populations expected to be enrolled in such service area and maintains a sufficient number, mix, and geographic distribution of providers of services. The Contractor shall assure that primary care services and referrals to specialty physicians are available on a timely basis, to comply with the following standards: urgent care within one day and routine sick patient care within one week.

3 CORPORATE EXPERIENCE (20 Points)

The TEP will evaluate the extent, relevance, quality, and currency of the Contractor's and any subcontractors' organizational work experience on similar or related programs in relation to the Performance Work Statement and the approach that the Contractor will use to commit these resources to address the requirements of the contract.

It is the Contractor's responsibility to explain and demonstrate to the TEP how their experience gained through performing similar services as those required by the WTC RHP for current, predecessor, or affiliated companies is relevant. The TEP will evaluate the extent of involvement regarding the scope of work, objectives achieved, personnel resources utilized, and how previous contracts relate to this effort. The TEP will assess the degree of difficulty, complexity, and similarity in scope of prior experience relevant to the PWS.

The TEP will not evaluate an Contractor's organizational experience on the basis of the individual experience of the Contractor's current or prospective employees nor the experience of subcontractors representing a small portion of the proposed work. Individual experience will be considered when evaluating the requirements under Personnel.

4 PERSONNEL EVALUATION (10 Points)

Key Personnel

The Contractor's proposal will be evaluated on the technical qualifications of the key personnel as it relates to the requirements in the PWS. In addition, Contractors' proposals will be evaluated based on the immediate availability of key personnel and the percentage of their time that will be devoted to the WTC BPC contract.

Staffing Plan

The Contractor's proposal will also be evaluated on the staffing plan to determine the degree to which the Contractor demonstrates its ability to provide qualified personnel in sufficient numbers to perform the work under the contract. The Contractor's proposal will also be evaluated on the ability to assemble a team that has the skills to meet the requirements outlined in the PWS. The TEP will evaluate how well the Contractor's proposed labor mix is an accurate reflection of their technical understanding of the PWS. Moreover, the TEP will evaluate the degree to which the Contractor's proposal describes a method of staffing that can be quickly accomplished and causes the least amount of disruption in the current operations.

M.4 EVALUATION OF BUSINESS PROPOSAL (VOLUME II)

CDC will evaluate the Business Proposal to assess CDC's level of confidence in the Contractor's ability to deliver efficient, risk free performance at a fair and reasonable cost. In that regard, the evaluation will focus on the Contractor's indirect rate history, accounting system adequacy, within budget history, and projected future direct labor rate and indirect cost rate stability and competitiveness.

Cost is not the most important evaluation factor. However, the importance of cost as an evaluation factor will increase with the degree of equality of the proposals. Further, after evaluation of the Technical and Business proposals, cost may be the deciding factor for selection, depending upon whether a highly evaluated technical proposal warrants the evaluated cost differential. Award will be made using cost-technical tradeoffs and will be made to the Contractor whose proposal represents the best value. CDC will conduct a cost realism analysis in accordance with FAR 15.404-1(c).

M. 4.1 Past Performance (-20 to +20 points)

The Contractor's past performance will be evaluated after completion of the technical evaluation. Only those Contractors determined technically acceptable in the preliminary competitive range will be evaluated on past performance.

Evaluation will be based on information obtained from references provided by the Contractor, as well as other relevant past performance information obtained from other sources known to the Government.

The Government will assess the relative risks associated with each Contractor. Performance risks are those associated with an Contractor's likelihood of success in performing the acquisition requirements as indicated by that Contractor's record of past performance.

The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an Contractor's performance on a list of contracts but rather the product of subjective judgment by the Government after it considers all available and relevant information.

When assessing performance risks, the Government will focus on the past performance of the Contractor as it relates to all acquisition requirements such as cost, schedule, and performance, including standards of good workmanship; the Contractor's adherence to contract schedules, including the administrative aspects of performance; the Contractor's ability to attract and maintain key personnel minimizing turn-over, the Contractor's reputation for reasonable and cooperative behavior and commitment to customer satisfaction and generally the Contractor's business-like concern for the interest of the customer.

The lack of a performance record must result in an unknown performance risk assessment that will neither be used to the advantage nor disadvantage of the Contractor.

The following past performance ratings are indicative of the point values that will be assigned to various levels of performance. The actual scores assigned may fall anywhere within the range of -20 to +20.

+20 Excellent - Based on the Contractor's performance record, no doubt exists that the Contractor will successfully perform the required effort. A significant majority of sources of information are consistently firm in stating that the Contractor's performance was superior and that they would unhesitatingly do business with the Contractor again.

+10 Good - Based on the Contractor's performance record, little doubt exists that the Contractor will successfully perform the required effort. Most sources of information state that the Contractor's performance was good, better than average, etc., and that they would do business with the Contractor again.

0 None - No past performance history identifiable.

-10 Marginal - Based on the Contractor's performance record, some doubt exists that the Contractor will successfully perform the required effort. Many sources of information make unfavorable reports

about the Contractor's performance and express concern about doing business with the Contractor again.

-20 Poor - Based on the Contractor's performance record, serious doubt exists that the Contractor will successfully perform the required effort. A significant majority of sources of information consistently state that the Contractor's performance was entirely unsatisfactory and that they would not do business with the Contractor again.

M.4.2 Evaluation of Small Disadvantaged Business Participation Factor (Jul 2000)

The Government will evaluate the Small Disadvantaged Business (SDB) Participation Plan, included in the Contractors Small Business Subcontracting Plan, for those Contractors within the competitive range. Contractors who are themselves SDB's should note that this evaluation factor will only be applied to those SDB Contractors declining the price evaluation adjustment for SDB concerns. (See the provision entitled Price Evaluation Adjustment for Small Disadvantaged Business Concerns in Section K and FAR 52.219-23). If award is made without discussions, the factor will be evaluated for all Contractors.

The evaluation of this factor will be based on information obtained from the plan provided by the Contractor, sources of past performance information (both those provided by the Contractor and others identified by the Government), the realism of the plan (in terms of availability of SDB's to perform the specific work involved), other relevant information obtained from SDB concerns, and any information supplied by the Contractor concerning problems encountered in SDB participation.

Evaluation of the SDB Participation Plan will be a subjective assessment based on consideration of all relevant facts and circumstances. The Government is seeking to determine whether the Contractor has demonstrated a commitment to use SDB concerns for the work for which it would be responsible as the prime contractor.

The assessment of the Contractor's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the Contractor and the other competitors.

Offers will be evaluated on the following sub-factors:

(a) The extent of an Contractor's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Specific SDB concerns must be identified with points of contact and phone numbers. Enforceable commitments will be weighted more heavily than non-enforceable ones. Targets expressed as dollars and percentage of total contract value for each SDB participating will be incorporated into and become part of any resulting contract. The extent of participation of all SDB concerns in terms of the value of the total acquisition must be identified.

NOTE: Targets expressed in dollars and percentages of total contract value will be judged on findings of technical merit and on findings that the proposed costs are fair, reasonable and realistic. Additional points or a higher rating will not be given simply for higher dollar or percentages of work going to SDBs.

(b) The complexity and variety of the work SDB concerns are proposed to perform. Greater weight will be given for arrangements where the SDB will be performing a greater variety of work and work of greater complexity.

(c) Past performance of the Contractor in complying with subcontracting plans for SDB concerns. An Contractor with an exceptional record of participation with SDB concerns will receive a more favorable evaluation than another whose record is acceptable.

(d) The following ratings are indicative of the point values that will be assigned to various levels of

SDB involvement. The actual scores assigned may fall anywhere within the range of –10 to +10.

- +10 Extensive SDB commitments for complex and varied work in the Contractor's SDB participation plan. Excellent record in complying with prior SDB plans.
- +05 Significant involvement of SDB's in the Contractor's SDB participation plan. Successful record in complying with prior SDB plans.
- 0 Negligible participation of SDB's. No past history.
- 05 Some doubt exists the SDB's will be involved in contract performance based upon information submitted.
- 10 Serious doubt exists that SDB's will be involved in contract performance based upon information submitted. Evidence exists in prior non-compliance with SDB goals.

(End of provision)