



Centers for Disease Control and Prevention
Acquisition and Assistance Field Branch
P.O. Box 18070
Pittsburgh, PA 15236-0070

17 NOV 2006

Dear Prospective Offeror:

You are invited to submit an offer in accordance with the requirements of Solicitation Number 2007-N-09181 entitled 'Wireless Mesh Mine Communication System'.

Your offer must be received by the Contracting Officer no later than the date and time specified on page one of the solicitation. Addressing instructions are found on page one of the solicitation and within the Provision entitled 'General Instructions' set forth in Section L.

THIS SOLICITATION IS ISSUED AS UNRESTRICTED.

Your attention is directed to the solicitation Provision FAR 52.215-1 Instructions to Offerors - Competitive Acquisition set forth in Section L relating to submission, modification, and withdrawal of offers. Please also take note of Provision L.5 for information regarding the preproposal conference scheduled for 08 DEC 2006 and related attendance request submission timeframes.

Your offer should be prepared in accordance with any General Instructions, Technical Proposal Instructions, Business Proposal Instructions, and Past Performance Proposal Instructions set forth in Section L, as well as any Statement of Work set forth in Section C.

This request does not commit the Government to pay any cost for the preparation and submission of your offer. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed procurement.

All inquiries concerning this solicitation document must conform to the requirements of the Provision entitled 'Inquiries' set forth in Section L. Requests for any information concerning this solicitation should be referred to the undersigned, telephone 412-386-5239 or e-mail to DBarber@cdc.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Barber", written over a white background.

Darrin P. Barber
Contracting Officer

Enclosure

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 55 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. 2007-N-09181	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 17 NOV 2006	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Ctrs for Disease Control & Prevention (Pgh) Acquisition & Assistance Field Branch PO Box 18070 Pittsburgh, PA 15236-0070		CODE 3635	8. ADDRESS OFFER TO (If other than Item 7)		
Approved as to Form and Legality: _____					

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

SOLICITATION

9. Sealed offers in original and **six (6)** 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 the office at Block 7 of this page (626 Cochrans Mill Rd, Bldg 140) until 3:30pm local time 04 JAN 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 Darrin P. Barber	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER: EXT: (412) 386-5239	C. E-MAIL ADDRESS DBarber@cdc.gov
----------------------------------	-----------------------------	---	--------------------------------------

11. TABLE OF CONTENTS

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	27
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	37
X	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	8	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	38
X	F	DELIVERIES OR PERFORMANCE	9				
X	G	CONTRACT ADMINISTRATION DATA	14	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	43
X	H	SPECIAL CONTRACT REQUIREMENTS	21	X	M	EVALUATION FACTORS FOR AWARD	52

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND ADDRESS OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or Print)</small>	
---	------	----------	--	--

15B. TELEPHONE NO. AREA CODE NUMBER EXT.	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
--	--------------------------	---	----------------------	-----------------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <input type="checkbox"/> ITEM <small>(4 copies unless otherwise specified)</small>		
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE 434 Centers for Disease Control and Prevention (FMO) PO Box 15580 404-498-4050 1-800-335-2455 Atlanta, GA 30333-			
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <small>(Signature of Contracting Officer)</small>		28. AWARD DATE	

Section B - Supplies Or Services And Prices/Costs

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	PROJECT TITLE: Wireless Mesh Mine Communication System			
	See the Statement Of Work in Section C for details.			
	Research and Development - Phase I	1 Project Phase	_____	_____
	Research and Development - Phase II	1 Project Phase	_____	_____
	Research and Development - Phase III	1 Project Phase	_____	_____

NOTE: Shaded areas throughout this document () denote information to be completed by the Government within the resultant award document only.

B.1 HHSAR 352.232-74 Estimated Cost and Fixed Fee -- Incrementally Funded Contract (Apr 1984 revised)

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

(b) Total funds currently available for payment and allotted to this contract are \$, of which \$ represents the estimated reimbursable costs and \$ represents the fixed-fee. For further provisions on funding, see the Limitation of Funds clause.

(c) It is estimated that the amount currently allotted will cover performance of Phase I which is scheduled to be completed **by no later than four (4) months after contract award.**

(d) The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

(End of clause)

B.2 Decision Point - Phased Statement of Work

There is a project continuation decision point at the conclusion of **Phases I and II** of the contract. If at the time of the decision point, the Government determines that it is advantageous for the Government to enter into the next contract phase, the Contracting Officer will authorize the Contractor to proceed. If, however, it is determined that it would not be advantageous to the Government to proceed into the next contract phase, the Contracting Officer shall notify the Contractor of such and modify the contract to consider the contract to be completed as of the current phase conclusion.

Section C - Description/Specification/Work Statement

I. PROJECT IDENTIFICATION AND PURPOSE

To design, adapt, construct, install, and evaluate wireless mesh “peer-to-peer” communication networks in an underground coal mine.

II. BACKGROUND AND NEED

The tragic events at the Darby, Alma, and Sago coal mines have highlighted the need for reliable communications between miners inside and outside the mine. Present wire-based communications systems may fail due to exposure to fires, roof falls or explosions tearing down wires, power failure or battery failure. On June 15, 2006 the “Miner Improvement and New Emergency Response Act of 2006” (MINER Act), was signed by the President of the United States, to amend the Federal Mine safety and Health Act of 1977. As part of the MINER Act, underground coal mine operators must provide for post accident communication between underground and surface personnel via a wireless two-way medium within three years. The Act also requires an electronic tracking system for surface personnel to determine the location of any person trapped underground. Robust and reliable mine communications are critical to this standard for both mining operations and in the event of a mine emergency.

Past mining accidents have demonstrated that current communication systems are not sufficient to provide the support required to effectively handle evacuation and rescue operations. Highly reliable voice and high speed data systems will enable mining operation dispatchers and rescue personnel to have enhanced situational awareness so that timely and correct actions can be taken. Reliable communication and data systems could thus provide significant cost savings by improving mining efficiency, early identification of hazardous conditions to avoid accidents, immediate communication of incidents to MSHA and dispatchers, and provide assistance to mine rescuers in saving lives.

The NIOSH program is looking for an underground communication system that is highly reliable and provides in-mine and mine-to-surface voice and data communications. This project will evaluate wireless mesh network technology as part of the underground communications system sought under this program. It is a multihop system in which devices are capable of supporting each other during transmission of voice and data information. The wireless mesh systems that are used for commercial and public safety applications today advertise the following desirable attributes:

- High reliability voice and high speed data communications. Reliability is achieved by the increase in the probability of any radio being able to communicate with another radio, by providing multiple paths for communications within the mesh network.
- Peer-to-peer communications network in which every node (including subscriber device) is a routing relay. The mesh network is capable of supporting communications between members of a group within the mesh network without the support of external networks. This characteristic would be very valuable in the active mining section if the communications link between the section and the mine operations center was lost. This characteristic is also desirable for rescue teams, survey and inspection crews, etc.
- Compatibility with Internet Protocol Networks and IP addressable devices. This characteristic provides the following:
 - A standard way of communicating with other devices and leads to ready adaptability for monitoring and control of equipment such as ventilation fans and pumps as well as a standard interface for environmental sensing infrastructure.
 - Availability of low cost devices due to the proliferation of IP networks and devices.
 - Compatibility with Ethernet and networks using the IEEE 802 family of protocols. This provides flexibility for interfacing with a data link such as may be required to support communications outside of the mine from a local wireless mesh within the mine. Possible networks that could be used as data links include cellular networks (via data cards), WiFi (802.11b/g), CATV networks via cable modems, telephone networks via DSL modems, or any systems that can accommodate a RJ-45 connector and Ethernet compatible connection either directly or through available adapters.

- Support of VOIP devices and adaptability for use as a pager system. This latter capability is due to the inherent ability of packet radio technologies like wireless mesh to support broadcast of packets and the ability to transport any digitally represented signal (including digital voice).
- Longer battery life and less power consumption relative to other radio systems. This is largely due to the efficiency of digital signal processing and digital transmission, as well as the reduced distance that the signal has to be transmitted under an idealized mesh network configuration.
- Location capability which enables the determination of the relative and absolute position of any radio within the mesh. This would be a highly desirable feature in the event of an emergency situation where identifying the locating of trapped miners and rescue personnel are essential.
- Adaptability to provide emergency personnel with easily wearable and usable devices to communicate.
- A user-friendly interface to provide dispatcher situational awareness
- Adaptability for use on vehicles for communications and tracking.

While the introduction of wireless mesh technology does hold potential; there are a variety of challenges that the underground mining environment introduces relative to realizing the full potential of a wireless mesh network, including:

- Survivability of system components from catastrophic events such as mine fires, explosions, roof falls, etc.
- Establishing a reasonable size mesh given the inherent lineal geometry of a mine. Unlike a free space environment, the radio waves will follow the path determined by the mine. Mines tend to be very long tunnels or series of interconnected tunnels with workers and equipments established along the lines of the tunnel. This tends to limit the number of wireless mesh devices that can actually “see” each other, thereby obviating many of the inherent benefits of a mesh topology.
- The high attenuation rate of VHF/UHF and higher frequencies introduced by the coal seam and other strata greatly limits the range of any radio using these frequencies. The wireless mesh radios that are in use today, which operate primarily in the 2.4GHz, 5.8GHz, and 900 MHz frequency range and are commercially available for non-mining applications, would have very limited range in a mine.
- Most communication systems in use in the mines today are predominantly analog voice systems. Therefore, there is not a standard data link available, an IP network, or in some instances any digital means of transport at all to provide a connection from the local wireless mesh network to outside the mine. Further, traditional techniques like point to point or point to multipoint microwave systems to bridge these connections will not work underground.
- Ergonomics. Most wireless mesh network devices have not been designed in consideration of the low light, harsh underground environment and therefore could be difficult to use and maintain.
- MSHA approval and compliance for operation of wireless mesh devices in the presence of potentially explosive methane gas needs to be obtained.

The selected contractor will develop a wireless mesh network suitable for underground coal mining applications and identify how this network could be deployed in an underground coal mine to overcome the challenges identified above, as a minimum this includes the following:

- A highly reliable peer-to-peer communications network for voice and data in which every node (including subscriber device) is a routing relay.
- The mesh network should be capable of communicating with external networks via TCP/IP and Ethernet protocols. At a minimum, this should include the ability of any of the devices on the wireless mesh to plug into a standard RJ-45 Ethernet jack and, by doing so, becoming the communications node for information flow between the wireless mesh network and external networks and IP addressable devices.
- Identify ways to overcome the range limitations of the wireless mesh system so that the technology can be used throughout the coal mine. Possibilities include:
 - Deploying the mesh system at a frequency compatible with the existing UHF/VHF leaky feeder system and adding base station or repeater radios to the leaky feeder system which accommodate the retransmission of the radio signals for the wireless mesh radios.
 - Adding a data link to the leaky feeder system through a physical Ethernet connector or intermediary radio that operates across the leaky feeder system. The data link would support the addition of a wireless mesh device at defined points along the leaky feeder system.

- Establish a mine wide independent wireless mesh network. Although technically possible, this option is most likely not feasible due to the logistics and costs of the number of network devices that would be required.
- Inherent capability to enhance system performance by adding control, monitoring, and environmental sensing infrastructure.
- Provide a location capability for any radio within the wireless mesh network.
- Expandability to provide advanced portable/wearable equipment for mining rescue and operations personnel in accident situations.
- Provide a user-friendly interface to provide dispatcher situational awareness
- Adaptability for use on vehicles for communications and tracking.
- Adaptability for use as a pager system.

III. DETAILED REQUIREMENTS

- a. **Phase I - System design.** The contractor shall design a wireless mesh network system which supports communications of personnel in-mine and mine-to-surface, and that can be used throughout the mine. The contractor shall evaluate alternatives and recommend an approach for the use of the wireless mesh network as part of a survivable underground mine communications system. For system design the contractor shall:
1. Perform an analysis of the fundamentals of radio propagation in a specific mine geometry and create a model for determining the level of RF coverage and level of redundancy for a mesh communication system. The models that are developed will be capable of operational use in designing and optimizing mesh systems in any coal mine. The following requirements are germane:
 - i Measure and quantify mesh radio signal propagation in the coal mine environment
 - ii Use existing theoretical models and develop empirical models of radio transmission properties underground. The models will take into account existing mine geometry, physical infrastructure and environmental effects such as coal dust.
 - iii Use the radio propagation parameters of a mesh network to optimize system design for a specific mine to be specified by NIOSH.
 - iv Establish metrics to be used in determining the minimal performance requirements of a wireless mesh network in a coal mine to meet the MINER Act requirement for redundant communication between surface and underground personnel.
 - v Model scalability of a mesh system in the underground environment.
 - vi Develop one or more working models for operational use in designing and optimizing mesh systems in any coal mine.
 2. The system shall include self diagnostics and provide a method of measuring RF coverage levels and quality of service. Ideally, this capability is inherent to every wireless mesh radio used in the system.
 3. The system shall be designed to meet Mine Safety and Health Administration (MSHA) approval criteria for underground coal mining equipment.
 4. The contractor will identify standards for hardening the system, or other hardening guidelines, and incorporate them into the system design.
 5. The system will be designed such that in the event of line voltage failure, the system continuity will be ensured by providing an adequate battery back-up voltage source to the power supplies for a minimum of 24 hours assuming 25% talk time and 75% standby time for the system. The battery pack will be protected by an explosion-proof enclosure.
 6. The contractor will design and incorporate into the system a means of initiating, from a base station located on the surface, a battery power shutdown. To further protect the system, if communication with the base station is lost and not reestablished after some time interval, the supply of power from the batteries to the power supplies should be automatically terminated. When normal operating power is restored, the power supplies should be reenergized.
 7. For items in paragraph v and vi above, the contractor will identify industry standards for connectors, voltages, and auto shutoff functionality and incorporate them into the system design. If standards are not available or there are multiple standards, contractor will use best practices in the design and identify the standards issue to NIOSH in the system design report.
 8. The contractor will secure an agreement with the operational mine cited in Phase III to install and cooperatively demonstrate the wireless communications system and will provide NIOSH with a copy

- of the terms and conditions of the agreement. The contractor will visit the operational mine cited in Phase III to gather information relating to the mine layout and potential installation and operational problems.
9. The contractor will submit a Phase I report and provide a presentation (see additional report and presentation details in Section F of this document).
- b. **Phase II - Demonstration of prototype system (Experimental Mine)**. Based on the approved system design from Phase I, the contractor will develop a prototype wireless mesh network and demonstrate suitability for use in an underground coal mine at the NIOSH Lake Lynn Laboratory (LLL) experimental mine (see Section J of this document for mine details). The contractor shall provide all necessary personnel and supply and/or develop all hardware, software, test, measurement and any other ancillary equipment required for the prototype to operate, and conduct all necessary tests in accordance with commercial communication system test practices. The contractor shall use one or more of the models developed in Phase I. The contractor, as part of this demonstration, shall:
1. Perform a wireless mesh communications network field trial to evaluate performance of the communications capabilities of voice and data.
 2. Evaluate methods of providing a data link from the wireless mesh network to the mine operations center outside of the mine and the Internet using the existing Leaky Feeder infrastructure or other suitable means.
 3. Demonstrate the ability of the system to provide tracking capability of both personnel and resources (vehicles, equipment, etc.).
 4. Perform field trials of a fully deployed prototype system and measure its performance against the metrics developed in Phase I.
 5. Develop a systems test plan for testing the capabilities of the system in an operational coal mine as described in Phase III of this SOW.
 6. The system shall be constructed to meet Mine Safety and Health Administration (MSHA) approval criteria for underground coal mining equipment.
 7. Modify the prototype system as necessary to meet the metrics established in Phase I.
 8. The contractor will submit a Phase II report (see additional report details in Section F of this document).
- c. **Phase III - Demonstration of prototype system (Operational Mine)**. The contractor will deliver a completed communications system, with all components and hardware necessary, to the cooperating mine (Wolf Run Mining Company – Imperial Mine, see Section J of this document for mine details) for installation. The contractor will work with the cooperating mine during the installation of the system in accordance with the terms of the signed mine agreement obtained in Phase I and will provide required system support to insure reliable system operation for the duration of the system demonstration. (Note: mine employees will perform the actual system installation) The contractor shall provide all necessary personnel and supply and/or develop all hardware, software, test, measurement and any other ancillary equipment required for the prototype to operate and conduct all necessary tests in accordance with commercial communication system test practices and the systems test plan developed in Phase II. The contractor shall use one or more of the models developed in Phase I and the results and/or equipment of the prototype demonstration in Phase II. The contractor shall as part of this in-mine demonstration:
1. Perform a wireless mesh communication network field trial to evaluate performance of the communications capabilities of voice and data.
 2. In conjunction with the mine operator the contractor will implement a suitable connection to support voice and data between the wireless mesh network and the mine operations center and the Internet. The contractor will document how this connection could be hardened.
 3. Perform a field trial of a fully deployed mine-wide prototype system and measure its performance against the metrics developed in Phase I and II.
 4. The system shall be constructed to meet Mine Safety and Health Administration (MSHA) approval criteria for underground coal mining equipment.
 5. Modify the prototype system as necessary to meet the metrics established in Phase I.
 6. The contractor will submit a Phase III report (see additional report details in Section F of this document).

Section D - Packaging And Marking

There are no clauses/provisions included in this section.

Section E - Inspection And Acceptance

FAR SOURCE	TITLE AND DATE
52.246-9	Inspection of Research and Development (Short Form) (Apr 1984)

E.1 Inspection and Acceptance (Jul 1999)

Inspection and acceptance of the articles, services, and documentation called for herein shall be accomplished by the Contracting Officer, or his duly authorized representative (who for the purposes of this contract shall be the Project Officer) at the destination of the articles, services or documentation.

(End of Clause)

Section F - Deliveries Or Performance

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

F.1 Period of Performance (Jul 1999 revised)

The effective date of this contract shall be the date shown on **Page 1** of this contract. The **anticipated** term of the contract, including time allowed for draft approval and submission of the approved final report, is fifteen (15) months after the effective date of the contract. **No options for increased quantities or periods apply to this contract. The detailed phased schedule, in calendar timeframes, is as follows:**

Phase I - System Design. Completed within four (4) months after the effective date of the contract. This timeframe includes a draft of the Phase I report submitted within three (3) months after the contract effective date, two (2) weeks for Government review and notification of recommended changes to the Contractor, and two (2) weeks for the Contractor to submit the final report in final form. A presentation conducted by the Contractor at the Pittsburgh Research Laboratory is additionally required, the content and timing to be coordinated with the Project Officer after contract award.

Phase II - Demonstration of prototype system (Experimental Mine). Completed within three (3) months after Government authorization to proceed beyond Phase I. This timeframe includes a draft of the Phase II report submitted within two (2) months after authorization to proceed with this phase, two (2) weeks for Government review and notification of recommended changes to the Contractor, and two (2) weeks for the Contractor to submit the final report in final form.

Phase III - Demonstration of prototype system (Operational Mine). Completed within eight (8) months after Government authorization to proceed beyond Phase II. This timeframe includes a draft of the Phase III report submitted within seven (7) months after authorization to proceed with this phase, two (2) weeks for Government review and notification of recommended changes to the Contractor, and two (2) weeks for the Contractor to submit the final report in final form.

(End of Clause)

F.2 Deliverable Documentation (Jul 1999 revised)

(a) Documentation

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

(1) Monthly Technical Letter Report

(i) Quantity: **Two (2) hard-copies, however, reports in Adobe PDF format e-mailed to the recipients identified later in this clause can satisfy the requirement.**

(ii) Due Date: On or before fifteen (15) days after the end of the reporting period.

(2) Monthly Financial Letter Report

(i) Quantity: **Two (2) hard-copies, however, reports in Adobe PDF format e-mailed to the recipients identified later in this clause can satisfy the requirement.**

(ii) Due Date: On or before fifteen (15) days after the end of the reporting period.

(3) Monthly Property Report

(i) Quantity: **One (1) hard-copy.**

(ii) Due Date: Concurrent with submission of vouchers and submitted on Form -359. Negative property reports are not required.

(4) Phase I Report

(i) Quantity: **Two (2) hard-copies.**

(ii) Due Date: **See Clause F.1 in this document.**

(5) Phase II Report

(i) Quantity: **Two (2) hard-copies.**

(ii) Due Date: **See Clause F.1 in this document.**

(6) Phase III Report

(i) Quantity: **Two (2) hard-copies.**

(ii) Due Date: **See Clause F.1 in this document.**

(b) Report Content

(1) Monthly Technical Report

The Contractor shall prepare and submit monthly technical progress reports in narrative form which shall contain technical results of the work accomplished during the reporting period. This report shall be in sufficient detail to disclose all work started and results achieved during the reporting period, an indication of any current problems which may impede performance, the proposed corrective action, and the work forecast for the next period. This document shall report progress and planning so as to correspond with the work schedule contained in **the approved** program plan.

Specifically, monthly reports in sufficient detail shall provide the Government with a means to evaluate and monitor the progress made by the contractor in terms of accomplishing the tasks. The reports shall include data generated by each task related to the performance of the models and prototypes, quantitative comparison of the intermediate, monthly results of relevant MSHA safety standards that relate to this effort.

(2) Monthly Financial Letter Report

The Contractor shall prepare and submit monthly financial reports which will summarize in tabular form the expenditures for the current month and the cumulative expenditures through the current month. The report shall contain a detailed actual cost breakdown in the same categories which appeared in the Contractor's cost proposal (including the extent of cost sharing) both for the current month and cumulatively through the current month. A graph comparing actual and planned cumulative expenditures versus time will be included. Any gross deviations

should be explained. In addition, any outstanding commitments as of the end of the reporting period shall also be reflected in the report.

(3) Monthly Property Report

The Contractor shall prepare and submit a report on property as required by the clause entitled “ **Government Property**” in **Section H** and "Government Property" (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts)(APR 1984) **Section I**.

(4) Phase I Report

- (i) **Description of the system design including drawings and diagrams as necessary to make the design understandable and to clearly indicate how the system design requirements will be met.**
- (ii) **Discussion of the level of redundancy and level of RF coverage expected to be achieved including the results of the system design modeling effort.**
- (iii) **A rough order of magnitude life cycle cost estimate for a typical underground coal mine to implement the system based on anticipated or known retail pricing. This should include a description of the assumptions that are used for the “typical” coal mine, and how the costs would scale to larger and smaller mines.**
- (iv) **The system test proposal for the prototype demonstration described in Phase II of this SOW, and a discussion of the expected overall system performance.**
- (v) **A description of the system diagnostic capabilities including RF coverage level and quality of service measurements.**
- (vi) **Any issues that the contractor has or anticipates in meeting the design guidelines set forth herein.**
- (vii) **A listing of any Intellectual Property Rights (IPR) to be used or developed in the course of this project and any other issues that would prevent open competition of such systems with multiple manufacturers.**

(5) Phase II Report

- (i) **Prototype Demonstration Results – This report will provide a quantitative assessment of the system performance compared to the predictive results from the model developed in Phase I.**
- (ii) **System Test Plan – This test plan will describe the tests that will be performed in Phase III to test the capabilities relative to the objectives of this SOW. This includes a quantitative means of testing the ability of the system to meet the requirements of the Miner Act for redundant communications between surface and underground personnel. It also includes establishing coverage objectives, testing the RF coverage levels and level of redundancy achieved for the system solution, and validation of the model developed in Phase I.**

(6) Phase III Report

Upon completion of all work under the contract, the contractor shall prepare and submit to the Government a final report covering in detail all the work accomplished under the contract. The final report shall document and summarize the entire contract work and shall include recommendations and conclusions based on the experience and results obtained. The final report shall include tables, graphs, photos, and diagrams in sufficient detail to comprehensively explain the results achieved under the contract. The report shall also include an analysis of salient findings, a presentation of general conclusions, and any guidance or recommendations deemed pertinent for future consideration by the National Institute for Occupational Safety and Health. **The final report shall also include a list of "Subject Inventions" or a certification of the absence thereof. Specifically, the report will include all data generated by each task related to the performance of the models and prototypes, which includes a quantitative comparison of the final results with relevant MSHA safety standards that relate to this effort. This report shall contain sufficient detail to provide the Government with a means of evaluating and monitoring the results of the efforts and performance of the contractor in terms of accomplishing the tasks and costs of performance.**

(c) Report Approvals

(1) Draft Reports

The Government shall be allowed **fourteen (14) calendar days** to review the draft and notify the Contractor in writing of approval or of recommended changes to be made in the final copy. If the Government does not approve or recommend changes within **fourteen (14) calendar days** of receipt of the draft report, the report shall be deemed **approved**.

(2) Final Reports

Within **fourteen (14) calendar days** of receipt of a notice of approval from the **Government**, the Contractor shall furnish the Government with a reproducible master and the required number of copies of the final report in final form.

(d) Reporting Period

All monthly reporting periods shall end on the last day of a calendar month.

(1) For contracts awarded (i.e., effective date) on or before the fifteenth (15th) of a calendar month, the initial reporting period shall end on the last day of the calendar month during which the contract became effective.

(2) For contracts awarded (i.e., effective date) on or after the sixteenth (16th) of a calendar month, the initial reporting period shall end on the last day of the month immediately following the month during which the contract became effective.

(e) 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
Post Office Box 18070
Pittsburgh, PA 15236-0070**

Attention: **Darrin P. Barber**
Contract No.: XXXXXXXXXX

All remaining copies of reports shall be delivered prepaid to the Government Technical Project Officer designated by the Contracting Officer.

(End of Clause)

F.3 Deliverable Equipment

(a) The following equipment is considered deliverable under this contract.

(1) Description: A fully operational prototype wireless mesh network for in-mine demonstrations, including enough portable radios for each employee on any given shift (maximum 40 radios). Upon successful completion of the contract the communications system will become property of the mine for the purpose of long term evaluation.

(i) Quantity: One (1) network.

(ii) Due Date: To be detailed within the Contractor's Phase II and Phase III plans.

(iii) Marking of Equipment Shipments: Not specified by the Government.

(iv) Responsibility of Equipment: The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges unless such charges are caused by an act or order of the Government acting in its contractual capacity. The Contractor shall deliver the shipment in good order and condition to the point of delivery specified in the contract.

(End of Clause)

Section G - Contract Administration Data

G.1 Project Officer (Jul 1999)

Performance of the work hereunder shall be subject to the technical directions of the designated Project Officer for this contract.

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

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

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

(End of Clause)

G.2 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.

(End of Clause)

G.3 Negotiated Indirect Cost Rates (Feb 2000)

(a) Notwithstanding the provisions of the clause entitled Allowable Cost and Payment in Section I, Contract Clauses, allowable indirect costs under this contract shall be determined by applying the following negotiated indirect rates to the bases specified below:

<u>TYPE</u>	<u>RATE</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>	<u>BASE</u>
█	█	█	█	█

Bases: (1) █

(b) The above rates are provisional billing rates only and shall apply from the date of award until such time as the contract is amended. Any modification to change the above rates will also state the effective period covered for the new rates.

(End of Clause)

G.4 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 the attachment listed in Section J titled Performance Evaluation Report.

(e) Contractor Review

A copy of the evaluation will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor shall submit comments, rebutting statements, or additional information to the Contracting Officer within 30 calendar days after receipt of the evaluation.

(f) Resolving Disagreements Between the Government and the Contractor

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

(g) Release of Contractor Performance Evaluation Information

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

(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.

(End of Clause)

G.5 Technical Monitoring (Jul 1999)

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

(1) Technical 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 contractual scope of work.

(2) Providing information to the Contractor for assistance in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the contract, approve 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 direction which (I) constitutes an assignment of additional

work outside the general scope of the contract; (ii) constitutes a change as defined in the contract clause entitled “Changes”; (iii) in any manner causes an increase or decrease in the total contract cost, the fixed fee or the time required for contract performance; or (iv) changes any of the express terms, conditions, or specifications of the contract.

(c) All technical directions shall be issued in writing by the Project Officer or shall be confirmed by him/her in writing within five (5) working days after issuance.

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

(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 (b)(3)(i) through (iv) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within the scope of this clause and does not constitute a change under the Changes clause of the contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instructions or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled “Disputes”.

(End of Clause)

G.6 Training Requirements (Jan 2000)

(a) The Contractor shall assure that any of his employees whose presence is required on underground or surface mine properties in connection with responsibilities on this contract have received instruction for all relevant subpart of Part 48, Training and Retraining of Miners (Subchapter H, Title 30, CFR). The Contractor shall have full responsibility for ensuring that these employees have received the appropriate health and safety training and provided proof of such training (MSHA certificates) to the mine operator or his representative at the mine site prior to entering mine operating facilities.

(b) Records of such training shall be maintained by the Contractor for the duration of the contract. Notwithstanding the clause of Section I entitled “Insurance – Liability to Third Persons,” HHSAR 352.228-7 (DEC 1991), the Contractor shall indemnify and hold the Government harmless for the payment of all adverse court judgments, including consequential, incidental, indirect or special damage so far as such judgments are based upon claims for personal injury, death, property damage or special damages of any nature whatsoever and by whomsoever made arising due to the failure of the Contractor, his employees, agents or subcontractor of any tier under this contract to comply with the minimum training requirements specified herein.

(End of Clause)

G.7 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.

(End of Clause)

G.8 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.

(End of Clause)

G.9 Research Records, Inspection and Consultation (Jul 1999)

(a) The Contractor agrees to maintain books, records, and supporting documentation in such detail as will properly reflect all work done and results achieved in the performance of this contract, and agrees to retain and preserve the same until three (3) years after final payment, together with all research notes, charts, graphs, comments, computations, analysis, and other graphic or written data generated in connection with performance hereunder and agrees to permit the Contracting Officer or his authorized representatives to examine and review the same at all reasonable times during said period.

(b) The Contracting Officer or any of his authorized representatives shall have the right to inspect the work of the Contractor and subcontractors, if any, and the plant, laboratories, shops, offices, or other premises where the work is being performed, and the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of such representatives in the performance of their duties. Personnel engaged in the performance of the contract shall be available at all reasonable times for consultation with such representatives. All inspections and review shall be performed in such a manner as will not unduly delay or interfere with the work.

(End of Clause)

G.10 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

(End of Clause)

G.11 Electronic Subcontracting Reporting System (eSRS) (Dec 2005)

The contractor shall register with the Electronic Subcontracts Reporting System (eSRS) for the submission of its Individual Subcontract Report (SF 294) and the Annual Summary Reports (SF 295). Before registering in eSRS, the contractor information must be correct in Central Contractor Registration database. The eSRS is a world wide web-based application available at: <http://www.esrs.gov>. The eSRS website provides training and instruction for data submission.

(End of Clause)

G.12 Voucher/Invoice Submission - Cost Contracts (Mar 2006)

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

(b) The Contractor shall submit 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.

(c) 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.

(d) 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).

(e) 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.

(f) 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
- (10) Total Amount of Invoice
- (11) Name, title and telephone number of person to be notified in the event of a defective invoice
- (12) 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

(End of Clause)

Section H - Special Contract Requirements

H.1 Key Personnel Listing

<u>Name</u>	<u>Title</u>
█	█

H.2 Security Clearance Requirements (Jul 1999)

(a) Definitions.

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

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

(b) General

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

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

(c) Temporary Determinations/Clearances

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

(d) Required Information for NACI Clearance:

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

- (1) two (2) completed Forms FD-258, "FBI Fingerprint Charts"***
- (2) one (1) completed Standard Form 85, "Questionnaire for Non-Sensitive Positions"
- (3) one (1) completed "Declaration for Enrollment"
- (4) one (1) resume or curriculum vitae or completed job application form
- (5) one (1) copy of the state-wide criminal records check
- (6) one (1) copy of the motor vehicle violations check (when applicable)
- (7) a complete listing of all current Contractor and Subcontractor on-site employees by name, work location and employer.

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

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

(d) Removal of Contractor Employees

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

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

(e) Identification Badges/Cardkey Access:

(1) Identification Badges:

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

(2) Cardkey Access:

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

(3) Return of Identification Badges/Cardkeys

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

(End of Clause)

H.3 Prohibition on the Use of Appropriated Funds for Lobbying Activities (Jul 1999)

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

Section 1352 of Title 10, United States Code (Public Law 101-121, effective 12/23/89), among other things, prohibits a recipient (and their subcontractors) of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds (other than profits from a federal contract) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions; the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement. For additional information of prohibitions against lobbying activities, see FAR Subpart 3.8 and FAR Clause 52.203-12.

In addition, the current Department of Health and Human Services Appropriations Act provides that no part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support, or defeat legislation pending before the Congress, or any State or Local legislature except in presentation to the Congress, or any State or Local legislative body itself.

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

(End of Clause)

H.4 Smoke Free Environment (Jul 1999)

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

(End of Clause)

H.5 Representations, Certifications and Other Statements of Offerors (Jul 1999)

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

(End of Clause)

H.6 Dissemination of Information (May 1998)

No information related to data obtained under this contract shall be released or publicized without the prior written consent of the Project Officer.

(End of Clause)

H.7 Identification of Data (May 1998)

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

(End of Clause)

H.8 Review and Comment (May 1998)

All materials developed or information of whatever nature resulting from work performed under this contract shall be submitted to the Project Officer for review and comment prior to publication or dissemination.

(End of Clause)

H.9 Subcontracting Plan (Jul 1999)

The Contractor's subcontracting plan, as negotiated, submitted in response to Solicitation **2007-N-09181**, is hereby incorporated into this contract by reference.

(End of Clause)

H.10 Incorporation of Technical Proposal (May 1998)

The Contractor's technical proposal, including all revisions thereto, submitted in response to RFP **2007-N-09181** is hereby incorporated into the contract by reference. The Contractor shall perform the work substantially as set forth in the technical proposal. Any revisions to the technical proposal that would significantly alter the technical approach must be approved in writing by the Contracting Officer. In the event of a conflict between Section C, Statement of Work, and the Contractor's technical proposal, Section C will take precedence.

(End of Clause)

H.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."

(End of Clause)

H.12 Year 2000 Compliance (Jul 1999)

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

(End of Clause)

H.13 Conference Disclaimer and Use of Logos (Apr 2006)

The views expressed in written conference materials or publications and by speakers and moderators at HHS-sponsored conferences do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

(End of Clause)

Section I - Contract Clauses

Section I-1 - Clauses Incorporated By Reference

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):

FAR Clauses - <http://farsite.hill.af.mil>

HHSAR Clauses - <http://www.hhs.gov/oamp/dap/hhsar.html>

(End of Clause)

FAR SOURCE	TITLE AND DATE
52.202-1	Definitions (Jul 2004)(Deviation)(HHSAR 352.202-1)(Jan 2001)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sep 2005)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.204-7	Central Contractor Registration (Jul 2006)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2006)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)
52.211-5	Material Requirements (Aug 2000)
52.215-2	Audit and Records - Negotiation (Jun 1999)
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)
52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2004)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
	[applicable if FCCM was not proposed in the successful Contractor's proposal]
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)

52.215-19	Notification of Ownership Changes (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997)
52.216-8	Fixed Fee (Mar 1997)
52.219-8	Utilization of Small Business Concerns (May 2004)
52.219-9	Small Business Subcontracting Plan (Sep 2006)
52.219-16	Liquidated Damages - Subcontracting Plan (Jan 1999)
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Oct 1999)
52.222-3	Convict Labor (Jun 2003)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
52.222-36	Affirmative Action for Workers With Disabilities (Jun 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
52.222-50	Combating Trafficking in Persons (Apr 2006)
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)
52.223-6	Drug-Free Workplace (May 2001)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2006)
52.227-1	Authorization and Consent (Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-3	Patent Indemnity (Apr 1984)
52.227-11	Patent Rights - Retention by the Contractor (Short Form) (Jun 1997)
52.227-14	Rights in Data - General (Jun 1987)
52.230-2	Cost Accounting Standards (Apr 1998)
	[applicable if contract is not otherwise exempted or subject to modified coverage]
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Apr 1998)
	[applicable if the Contractor certifies eligibility and use modified CAS coverage]
52.230-6	Administration of Cost Accounting Standards (Apr 2005)
52.232-9	Limitation on Withholding of Payments (Aug 2005)
52.232-17	Interest (Jun 1996)
52.232-20	Limitation of Cost (Apr 1984)
52.232-22	Limitation of Funds (Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Oct 2003)

52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (Oct 2003)
52.233-1	Disputes (Jul 2002)
52.233-3	Protest after Award (Aug 1996)
52.233-3 Alternate I	Protest after Award - Alternate I (Jun 1985)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (May 2001)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (Jul 1995)
52.243-2	Changes - Cost-Reimbursement (Aug 1987)
52.243-2 Alternate V	Changes - Cost-Reimbursement - Alternate V (Apr 1984)
52.244-2	Subcontracts (Aug 1998)
52.244-2 Alternate I	Subcontracts - Alternate I (Jan 2006)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items (Sep 2006)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004)
52.245-9	Use and Charges (Aug 2005)
52.246-25	Limitation of Liability - Services (Feb 1997)
52.248-1	Value Engineering (Feb 2000)
52.249-6	Termination (Cost-Reimbursement) (May 2004)
52.249-14	Excusable Delays (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
HHSAR SOURCE	TITLE AND DATE
352.202-1 Alternate I	Definitions (Alternate I) (Jan 2001)
352.216-72	Additional Cost Principles (Oct 1990)
352.228-7	Insurance -- Liability to Third Persons (Dec 1991)
352.232-9	Withholding of Contract Payments (Apr 1984)
352.233-70	Litigation and Claims (Apr 1984)
352.242-71	Final Decisions on Audit Findings (Apr 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (Jan 2001)
352.270-5	Key Personnel
352.270-6	Publications and Publicity (Jul 1991)
352.270-7	Paperwork Reduction Act (Jan 2001)

Section I-2 - Clauses Incorporated In Full Text

I.2 FAR 52.216-7 Allowable Cost and Payment (Dec 2002)

(a) *Invoicing.*

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) **Subpart 31.2** in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing **on the 30th day** after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this section, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term “costs” includes only –

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for –

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made –

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor’s payment request to the Government;

(B) Materials issued from the Contractor’s inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless –

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks

(d) *Final indirect cost rates.*

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify –

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may –

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates –

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be –

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.*

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver –

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except –

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of Clause)

I.3 FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.4 FAR 52.222-2 Payment for Overtime Premiums (Jul 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium **does not exceed \$0.00** 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.

(End of Clause)

I.5 FAR 52.222-39 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.nlr.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)

I.6 FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Health and Human Services Acquisition Regulation** (48 CFR **Chapter 3**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

Section J - List Of Attachments

1- ACH Vendor / Miscellaneous Payment Enrollment Form

2 - Contractor Performance Report (Cost-Type Contracts)

3 - Billing Instructions for Negotiated Cost-Type Contracts.

4 - Phase II Experimental Mine Site Details (Lake Lynn Laboratory)

5 - Phase III Operational Mine Site Details (Wolf Run Mining Company – Imperial Mine)

Section K - Representations, Certifications, And Other Statements Of Offerors

K.1 FAR 52.204-8 Annual Representations and Certifications (Jan 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541710**.

(2) The small business size standard is **500 employees**.

(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 offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

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

(c) The offeror 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 offeror 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 [*offeror 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

Any changes provided by the offeror 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.2 FAR 52.230-1 Cost Accounting Standards Notices and Certification (Jun 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.

Offerors 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 offeror 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 offeror 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 offeror's proposal under this solicitation unless the offeror 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 offeror 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 offeror 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 offeror 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 offeror 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 offeror 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 offeror hereby certifies that the offeror, 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 offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that –

(i) the offeror 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 offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors 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 offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror 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 offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror 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 offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror 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 offeror 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 offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (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)

K.3 FAR 52.230-7 Proposal Disclosure -- Cost Accounting Practice Changes (Apr 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes

No

If the offeror checked “Yes” above, the offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K.4 Contact for Negotiation/Administration (May 1998 revised)

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

Name: _____ Title: _____

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

Area Code: _____ Telephone: _____

Bidder/Offeror is located in _____ Congressional District.

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

(End of Provision)

K.5 Certification (May 1998 revised)

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

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

(Name of offeror) (Solicitation Number)

(Signature of Authorized Individual) (Date)

(Typed Name of Authorized Individual)

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

(End of Provision)

K.6 Online Representations and Certification Application (ORCA) (Dec 2005 revised)

All potential Contractors are required to complete electronic annual representations and certifications at <http://orca.bpn.gov> in conjunction with registration in the Central Contractor Registration (CCR) database per FAR 4.1102 and FAR 4.1201. Certifications in ORCA are required prior to the submission of contract proposals.

Contractors shall update the representations and certifications submitted to ORCA as necessary, but at least annually, to ensure they are kept current, accurate, and complete. All Contractors with current contracts shall notify the Contracting Officer in writing when changes are made to ORCA. The representations and certifications are effective until one year from date of submission or update to ORCA.

(End of **Provision**)

Section L - Instructions, Conditions, And Notices To Offerors

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

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

FAR Provisions - <http://farsite.hill.af.mil>

HHSAR Provisions - <http://www.hhs.gov/oamp/dap/hhsar.html>

(End of Provision)

FAR SOURCE	TITLE AND DATE
52.204-6	Data Universal Numbering System (DUNS) Number (Oct 2003)
52.215-1	Instructions to Offerors - Competitive Acquisition (Jan 2004)
52.215-16	Facilities Capital Cost of Money (Jun 2003)
52.219-24	Small Disadvantaged Business Participation Program - Targets (Oct 2000)
HHSAR SOURCE	TITLE AND DATE
352.215-1	Instructions to Offerors -- Competitive Upgrade (Jan 2004)
352.232-75	Incremental Funding (Jan 2001)

L.2 FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)

(a) *Exceptions from cost or pricing data.*

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. 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 offeror 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 offeror 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 offeror's determination of the prices to be offered in the catalog or marketplace.

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

L.3 FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a **Cost-Plus-Fixed-Fee** contract resulting from this solicitation.

(End of Provision)

L.4 FAR 52.233-2 Service of Protest (Sep 2006)

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Darrin P. Barber, Centers for Disease Control and Prevention, Acquisition and Assistance Field Branch, P.O. Box 18070, 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.

(End of Provision)

L.5 Preproposal Conference

(a) A preproposal conference is scheduled for 08 DEC 2006, from 10:00 AM to 12:00 PM, to be held in the Multi-purpose Room of Building 140 at:

National Institute for Occupational Safety and Health.
Pittsburgh Research Center
626 Cochran Mill Road
Pittsburgh, PA 15236

For visitor information, including driving directions, see www.cdc.gov/niosh/mining/aboutus/visitors.htm.

(b) The purpose of the conference is to help ensure that potential offerors fully understand the details of the work, especially the Government interpretation of the work statement. As time permits, potential offerors will have an opportunity to comment on the details of the requirements. Attendance at the conference is encouraged but not mandatory since a formal solicitation amendment, to include an electronic official transcript of the conference and sign-in sheet, will be posted to the FedBizOpps Internet site shortly thereafter (accordingly, no recording devices are authorized).

(c) To ensure reservations and access to the facility, attendance requests should be made by no later than 12:00 PM EST on 22 NOV 2006 for United States citizens and by no later than 12:00 PM EST on 29 NOV 2006 for non-United States citizens. Only email requests will be honored. Emails should include the following for each attendee:

U.S. Citizens

TO: dov1@cdc.gov

Visitor's Full Name (official)
Country of Citizenship
Visitor's Organization
Visitor's Organization Address
Visitor's Organization Telephone Number
Visitor's Email Address

Non-U.S. Citizens

TO: pitsecurity@cdc.gov CC: dov1@cdc.gov

Visitor's Full Name (official)
Gender
Date of Birth
Place of Birth (city, province, state, country)
Country of Citizenship
Passport Type and Number
Date of Passport Issue
Date of Passport Expiration
Type of visa and expiration date
 -If the visitor is a Permanent Resident of the U.S.,
 provide Permanent Resident #
 -If the visitor is currently in the U.S., on what visa
 type
Visitor's Organization
Visitor's Position/Title within the Organization
Visitor's Organization Address
Visitor's Organization Telephone Number
Visitor's Email Address

(d) Potential offerors are invited to submit questions in advance to be addressed within a handout provided from the Government during the conference. The handout will include the questions and answers but will not identify the question submitter's name or organization. The Government intends the handout to respond to all questions submitted in accordance with the Section L provision entitled "Inquiries" and received by no later than 12:00 PM EST 30 NOV 2006.

(e) A valid photo ID / driver's license will be required upon check-in at the Cochran Mill Road gate. Explosives, weapons, firearms, cameras, and video recorders are prohibited within the facility. Attendees should arrive at the Cochran Mill Road gate well in advance of the conference to allow for an anticipated peak of visitor processing by security staff. The number and arrival timing of attendees may create as much as an hour delay or longer.

L.6 Inquiries (May 1998) (Revised)

(a) Inquiries concerning the solicitation document should be submitted in writing to the issuing office. Any additions, deletions, or changes to the solicitation will be made by an amendment. OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE SOLICITATION CONTRACTING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD (**EXCEPT DURING THE PREPROPOSAL CONFERENCE**). PROPOSALS AND ALL CORRESPONDENCE RELATING TO THE SOLICITATION DOCUMENT SHALL BE SUBMITTED TO THE CONTRACTING OFFICE. Inquiries should be received at the Contracting Office no later than **18 DEC 2006**, and **may be** submitted via facsimile to **412-386-6429**, via e-mail to **DBarber@cdc.gov** or mailed hard copy to the address shown as the issuing office on the cover sheet of the solicitation.

(b) **Any responses to inquiries received in accordance with this provision between 01 DEC 2006 and 18 DEC 2006, that are beyond information already provided by the Government, intends to be communicated to all potential offerors by the posting of a formal solicitation amendment to the FedBizOpps Internet site. The Government intends for any such formal solicitation amendment to be issued by no later than 21 DEC 2006.**

(End of Provision)

L.7 General Instructions (Negotiated) (Jan 2000)

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

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

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

(d) The proposal must be signed by an official authorized to bind your organization. You must submit **an original and six (6)** copies of your proposal to the address **in Block 7 on page 1 of this document**:

Attn: **Darrin P. Barber**
Solicitation No. **2007-N-09181**

(e) Offerors are requested to submit proposals, to the maximum extent possible, on high grade white paper which can be recycled.

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

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

(End of Provision)

L.8 Technical Proposal Instructions

(a) The technical proposal should be in as much detail as you consider necessary to reflect a clear understanding of the nature of the work being undertaken.

(b) The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, material, subcontracts, etc., must be contained in the technical proposal so that your understanding of the statement of work can be evaluated.

(c) Offerors should, at a minimum, address each of the following:

(1) Understanding the Purpose and Objectives

Provide a narrative summary of the purpose and objectives of the contract.

(2) Management Approach

a. Provide a management plan describing the offeror's approach for managing the work, including its on-site management organization, supervisory responsibility, lines of authority, assigned responsibilities, management of consultants, and procedures for tracking project progress, risks, problems, project-related costs and time. Discuss management practices and resources to be used for recruiting efforts for new and replacement personnel. Discuss personnel management practices with respect to how the offeror minimizes employee turnover, encourages employee excellence, provides career development counseling and training, procedures utilized for evaluation of personnel, etc.

b. Provide a Subcontracting Plan as well as a narrative summary of management practices utilized to select and award subcontracts, evaluation of subcontractor performance, and quality control procedures.

(3) Technical Approach

Provide a discussion on the approach to be utilized to accomplish the task for each activity outlined in the statement of work. Include a discussion of anticipated major difficulties and problem areas, together with recommended approaches for their resolution.

(4) Personnel and Facilities and Equipment

a. Provide a staffing plan which demonstrates an understanding of the labor requirements of this RFP. The staffing plan should include proposed professional personnel, key personnel, non-professional personnel, consultants, and key subcontracts/subcontractor personnel. List the names, titles, proposed duties, and hours or approximate percentage of time each individual should be allocated to the contract. Their resumes should be included and should contain information on educational background, recent experience, and specific scientific or technical accomplishments. For individuals proposed who are not current employees of the firm, include signed employment acceptance letters contingent (or not) on contract award. The signed employment acceptance letters should not be more than 60 days old from the time of proposal submission. If signed acceptance letters are not available, as a minimum include a position description for each position that demonstrates mandatory qualification requirements to include educational and experience requirements, description of duties, salary range, etc. for the position. Any such proposed standards will become the minimum qualification requirements for new or replacement personnel employed under a contract resulting from this RFP.

b. Provide a discussion of present or proposed physical facilities (office space, training space, equipment, computing environment, etc.) and their geographic location.

(5) Corporate Experience

Provide the general background, experience, and qualifications of the organization. Provide a list of previous or ongoing Government or non-Government contracts, subcontracts, or grants, similar or related in scope, magnitude, and complexity. Provide a general description of the work performed and describe how the work is related to the requirements of the RFP.

Format

Submit the Technical Proposal in the following format:

Technical/Management Proposal Outline
Executive Summary
Table of Contents
List of Figures
Introduction
Overview of Objectives, Background, and Approach
Management Aspects
Corporate Organization and Experience
Key Personnel/Area of Expertise
Project Organization
Organization and Personnel (including any field staff)
Schedule
Project Plans and Technical Approach
General Approach
Management Plan
Staffing Plan
Quality Control Procedures
Confidentiality and Security Provisions
Detailed outline of proposed Automated Information Systems (AIS) Security Program
Past Performance Information

(End of Provision)

L.9 Business Proposal Instructions (Apr 2000 revised)

The business proposal shall be comprised of the following elements:

(a) Contract Form and Representation and Certifications

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

(b) Contract Proposal Cover Sheet

The cover sheet of your Business Proposal **should comply** with FAR Table 15-2, which requires the following information (as applicable):

Solicitation, contract, or modification number;
Name and address of offeror;
Name and telephone number of point of contact;
Name, address, and telephone number of Cognizant Contract Administration Office;
Name, address, and telephone number of Cognizant Audit Office;
Proposed cost, profit or fee (as applicable) per year and total for all years.

Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31 , Cost Principles, and, if not, an explanation

The following statement: "This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions set forth in FAR 15.403-5(b)(1) and FAR Table 15-2. By submitting this proposal, the offeror, if selected for discussions, grants to Contracting Officer or an authorized representative the right to examine, at any time prior to award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.";

Date of submission;

Name, title, and signature of authorized representative.

(c) Cost Data Information

You **should submit**, as a minimum, a business proposal supported by detailed cost data. This cost data will be used to establish the reasonableness of the proposed amounts as well as to perform any required cost realism analysis. If applicable, the estimated cost of each phase, option or segment of the offered work shall be itemized. In addition, the total proposed amount, including all phases, options or segments shall be provided. Inasmuch as it may be necessary to authorize performance of the project by phases or a group of phases, the extent that these are severable should be indicated, together with the effect, if any, of such severance upon the estimated cost. The itemized cost and the rationale for individual cost categories shall be furnished as follows:

- (1) Direct Labor: Provide a time-phased (e.g., monthly, quarterly, annually, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish basis for labor hour and labor rate estimates (if direct labor rates are based on a current salary schedule, provide the salary schedule as an attachment. Otherwise, provide an excerpt of the current payroll register, tracing the individual or category to the rates being proposed);
- (2) Fringe Benefits: Show fringe benefits as a separate cost category. Include the rate(s) and the method of calculating the fringe benefits. Provide a copy of the fringe benefit rate and institutional guidelines;
- (3) Materials and Services: Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, price, and extent of competition;
- (4) Subcontracted Items: Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all cost reimbursement type subcontracts. Include these analyses as part of your own cost submissions for subcontracts (see FAR Subpart 44.2 for information required to support a request for subcontract consent);
- (5) Travel: Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the basis for the proposed costs. A copy of your corporate travel policy shall be submitted with your proposal if travel costs have been proposed;
- (6) Other Direct Costs: Provide a breakdown of all other costs not otherwise included in the categories listed above (e.g. computer services, consultant services, photocopying costs) and provide the basis for these proposed costs;
- (7) Indirect Costs: Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Provide a copy of your current approved indirect cost rate agreement, including location and application of indirect cost rates to this proposal (including major subcontracts);
- (8) Royalties: If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee: Name and address of licensor; Date of license agreement; Patent numbers; Patent application serial numbers; or other basis on which the royalty is payable; Brief description (including any part or

model numbers of each contract item or component on which the royalty is payable); Percentage or dollar rate of royalty per unit; Unit price of contract item; Number of units; Total dollar amount of royalties; If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37);

(9) Facilities Capital Cost of Money: If you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

(d) Accounting System

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

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

(e) Subcontracting Plan

The offeror, prior to being awarded a contract, must submit an acceptable subcontracting plan (see FAR 52.219-9) or demonstrate that no subcontracting opportunities exist. (Note: This requirement does not apply to small business concerns or to offers which do not exceed \$500,000.00 (\$1,000,000.00 for construction) or to offers from non-domestic concerns.)

(f) Other Administrative Data

Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP. In addition, it **should contain** a statement to the effect that it is firm for a period of at least 60 days from the date of receipt by the Government;

List name and telephone number of person to contact regarding your proposed accounting system;
Your proposal must list any current commitments with the Government relating to the work or services and indicate whether these commitments will or will not interfere with the completion of work and services as contemplated under this proposal;
Your proposal must identify any former HHS employee to be utilized on this project by providing the individual's name when employed by HHS, where employed, and the capacity in which employed;
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.);
It is HHS policy that contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government furnished property or to authorize purchase with contract funds. If additional equipment must be acquired, you must include in your proposal a description and the estimated cost of each item, and state whether you propose to furnish the item with your own funds. You must identify all Government-owned property in your possession that you propose to use in performing the prospective contract.
The Optional Form 310, entitled, Protection of Human Subjects, Assurance Identification/Certification/Declaration shall be completed, signed, and returned with your proposal if human subjects will be involved in any research activities;
A Certificate of Current Cost or Pricing Data (See FAR 15.406-2) shall be submitted prior to award if requested by the Contracting Officer/

(End of **Provision**)

L.10 Past Performance Information (Jan 2000 revised)

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

(b) Offerors shall submit the past performance information **as a separate proposal**. The offeror should include the last **five (5)** contracts completed during the past three years and all contracts currently in process for both the offeror 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. Offerors 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 **and 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 offeror's corrective actions;
11. Copies of the most recent Past Performance Evaluation issued to the offeror under each contract listed.

(End of Provision)

L.11 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)

Section M - Evaluation Factors For Award

M.1 Technical Strength More Important than Cost/Price (Jan 2000 revised)

Offerors are advised that in proposal evaluation paramount consideration shall be given to technical proposals rather than to cost or price unless, as a result of technical evaluations, proposals are judged to be essentially equal, in which case cost or price shall become the determining factor. Furthermore, cost/price will be evaluated on the basis of cost realism which is defined as the offeror's ability to project costs which are reasonable and indicate that the offeror understands the nature and extent of the work to be performed.

Discussions, if held, will be conducted only with those offerors determined to be within the competitive range.

Award shall be made to that responsible offeror submitting the proposal (Technical and Business) determined to be the most advantageous and the best value to the Government as evaluated under the criteria described in this Section.

(End of **Provision**)

M.2 Scored Evaluation Factors - Technical Proposal

The following factors will be used in the technical evaluation of the Offeror's proposal. The criteria and associated point values will serve as the standard against which all proposals will be evaluated. The allocation of points is in the following categories.

1. Demonstrated experience with the successful deployment of large scale wireless communications technologies in several fields of use, including mining.	15 points
2. Demonstrated experience with the successful deployment of MESH technologies in mining or other rugged environments.	15 points
3. Qualifications and experience of project personnel in the arena of communications systems design, development and deployment of wireless communications and tracking systems. Particular consideration will be given for those with qualifications and experience with MSHA approved systems deployed in the mining industry.	20 points
4. Demonstrated wireless communications system product development, manufacturing and support capabilities.	25 points
5. System design and completeness demonstrating the offeror's understanding of the project as evidenced by the soundness of the proposal.	25 points
TOTAL	<u>100 points</u> =====

M.3 Past Performance Evaluation (Numerical Scoring) (Nov 1999 revised)

Past performance information will be evaluated in the following manner:

(a) Each offeror shall be evaluated on its past performance under current and prior contracts. By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the offeror's adherence to contract schedules and terms, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer and the degree of quality of deliverables and performance.

(b) The Government will focus on information that demonstrates quality of performance for similar services relative to the size and complexity of the procurement under consideration.

(c) The Government will evaluate the quality of the offeror's past performance based on collaborated past performance evaluations included in the offerors proposal and/or other information obtained from references provided by the offeror, as well as other relevant past performance information obtained from other sources known to the Government. The Government may or may not survey all contracts listed by the offeror, and reserves the right to perform customer surveys only for those contracts which are deemed by the Government to be most relevant to this procurement. The Customer/Client Survey Letter and the Past Performance Survey Document included as attachments under Section J will be used by the Government to gather any required past performance evaluations.

(d) The scoring of past performance will be based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance.

(e) The assessment of the offerors past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of relevant past performance may receive a more favorable evaluation than another whose record is acceptable and/or less relevant, even though both may have acceptable technical and business proposals.

(f) An offeror without a record of past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably.

(g) Information provided by Offerors, as requested under Section L herein, relating to problems encountered on the identified contracts and the Offeror's corrective actions will be considered when unfavorable reports of past performance are received. If award will be made without conducting discussions, offerors may be given the opportunity clarify certain aspects of past performance information (e.g. relevance of an offeror's past performance information and averse past performance which the offeror has not previously had an opportunity to respond). Communications may be held with Offerors to obtain additional information regarding adverse past performance when required for making a competitive range determination. If discussions are held Offerors will be given an opportunity to address unfavorable reports of past performance. Recent contracts will be examined to ensure that corrective measures have been implemented.

(h) Past performance will be evaluated for **only those offerors remaining in the competitive range after review of the technical and business proposals**).

(i) Evaluation of past performance information will be reflected in terms of the following degrees of performance assessment:

+10 Excellent: A significant majority of the sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. Complaints are negligible or unfounded. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbably. No doubt exists that the offeror will successfully perform the Government's requirements as stated in the RFP.

+05 Good: Most sources of information state that the offeror's performance was good, better than average, etc., and that they would willingly do business with the offeror again. Complaints, though perhaps well-founded, are few and relatively minor. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable. Little doubt exists that the offeror will successfully perform the Government's requirements as stated in the RFP.

0 Neutral: Either no past performance history exists for the corporation, predecessor companies, key personnel, or major/critical subcontractors, or the offeror's record of past performance was neither predominantly favorable nor unfavorable. Sources of information are roughly divided over the quality of the offeror's performance. While some state that they would do business with the offeror again, others are doubtful or would not. Complaints are balanced by reports of good work. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old. There is no performance record for the offeror.

-05 Marginal: Many sources of information made unfavorable reports about the offeror's performance and either express serious doubts about doing business with the offeror again or state that they would refuse to do so. However, there are some favorable reports, and some sources of information indicate that they would do business with the offeror again. There are many significant, serious, and well-founded complaints, but there are some reports of very good performance. The offeror may have been indicted, pled guilty, or may have been found guilty in matters of criminal conduct, but the issues are unresolved, relatively minor, or do not reflect a company-wide or managerial pattern of wrongdoing. The offeror may have lost civil suits for fraud or negligence, but there is no company-wide or managerial pattern of fraudulent, negligent, or criminal conduct. Some doubt exists that the offeror will successfully perform the Government's requirements as stated in the RFP.

-10 Poor: A significant majority of sources of information are consistently firm in stating that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. Customer complaints are substantial or numerous and are well-founded. Or, although not debarred or suspended, the offeror is under indictment or has been convicted of criminal conduct, or has been found civilly liable for fraud or negligence. The offeror either has presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective. Serious doubt exists that the offeror will successfully perform the Government requirements as stated in the RFP.

(End of Provision)

M.4 Evaluation of Small Disadvantaged Business Participation Factor (Jul 2000 revised)

The Government will evaluate the Small Disadvantaged Business (SDB) Participation Plan for those offerors within the competitive **range**. If award is made without discussions, the factor will be evaluated for all offerors.

The evaluation of this factor will be based on information obtained from the plan provided by the offeror, sources of past performance information (both those provided by the offeror 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 offeror 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 offeror 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 offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the offeror and the other competitors.

Offers will be evaluated on the following sub-factors:

(a) The extent of an offeror'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 offeror in complying with subcontracting plans for SDB concerns. An offeror 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 **-05 to +05**.

+5.0 Extensive SDB commitments for complex and varied work in the offeror's SDB participation plan. Excellent record in complying with prior SDB plans.

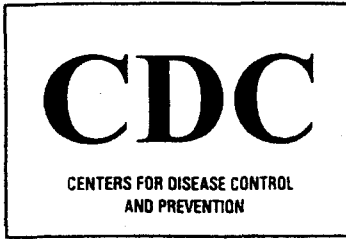
+2.5 Significant involvement of SDB's in the offeror's SDB participation plan. Successful record in complying with prior SDB plans.

0 Negligible participation of SDB's. No past history.

-2.5 Some doubt exists the SDB's will be involved in contract performance based upon information submitted.

-5.0 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)



VENDOR PAYMENTS: DIRECT DEPOSIT REQUIRED

Federal Law now requires that government agencies pay vendors by direct deposit. The Electronic Funds Transfer Expansion Act mandates that agencies register all new vendors for direct deposit immediately.

NOTE: In all CDC/ATSDR purchase orders, clause 52.232-25, "Prompt Payment" requires vendors to make a one-time designation of a financial institution for receipt of electronic funds transfer payments. In contracts, the "Payments by Electronic Funds Transfer" clause makes the same requirement.

Under the terms of the clauses noted above, and as required by the new law, we ask that you return the enclosed form with your company's information so that we will be able to process your invoices for payment when submitted.

Direct deposit delivers your money to you 3-5 days sooner than paper checks, without the hassles of keeping track of the check. Once you designate a financial institution and an account on the attached form, CDC will send all your payments electronically. If you have already supplied this information, thank you. Additional forms are not required.

After we receive your first invoice, you will receive a pamphlet, "Invoice Inquiry System", explaining how to retrieve billing and payment data. We will fax a complete statement automatically to the fax number you specify when you call. You can also call that same number, 7 days/week, 7:30 am to 4:30 pm (eastern time), enter your assigned PIN*, and hear the current status of any invoice.

If you have not already signed up for direct deposit, complete the attached form. Your company information in section 2 will help us identify your account(s) with us. Bank information in section 3 tells us where to send your payments. Your bank or other financial institution can give you that data, or you can attach a deposit slip, which contains all the necessary bank information.

to 404.638.5342

Complete the form today and fax ~~404.638.4695~~ or return it to:

Centers for Disease Control and Prevention
Box 15580
MS D-06
Attn: Accounts Payable ACH Dept
Atlanta, GA 30333

Your access to the fax statements and to direct deposit begins as soon as we receive your information. Mail or fax it today. For more information, call Accounts Payable ACH Department at [REDACTED] 404-498-4050.

*You will be notified of your PIN after we receive your first invoice. You can call [REDACTED] 404-498-4050 previously-issued PINs.

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

CDC FMO
REVISED 01/29/04

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY Centers for Disease Control & Prevention			
AGENCY IDENTIFIER: CDC	AGENCY LOCATION CODE (ALC): 7509-0421	ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP	
ADDRESS P. O. Box 15580, MS D06			
Atlanta, GA 30333			
CONTACT PERSON NAME: Customer Service			TELEPHONE NUMBER: (404) 498-4050
ADDITIONAL INFORMATION			FAX: (404) 638-5342

PAYEE/COMPANY INFORMATION

PAYEE/COMPANY NAME:		SSN NO. OR TAXPAYER ID NO.
ADDRESS:		DUNS+4 NUMBER
CITY	STATE	ZIP
CONTACT PERSON NAME:		TELEPHONE NUMBER:

FINANCIAL INSTITUTION INFORMATION

FINANCIAL INSTITUTION NAME:		
ADDRESS (OR BRANCH):		
CITY:	STATE:	ZIP:
NINE-DIGIT ROUTING TRANSIT NUMBER: <div style="display: flex; justify-content: space-around; width: 100%;"> </div>		
DEPOSITOR ACCOUNT NUMBER:		
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS		
ACH COORDINATOR NAME OR AUTHORIZED OFFICIAL AT FINANCIAL INSTITUTION (NOT REQUIRED):		TELEPHONE NUMBER:



CONTRACTOR PERFORMANCE REPORT (COST TYPE CONTRACTS) (OMB No: 9000-0142)

[] Final [] Interim - Period Report: From _____ To _____

1. Contractor Name and Address: 	2. Contract Number: _____ 3. Contract Value (Base Plus Option): _____ 4. Contract Award Date: _____ Contract Completion Date: _____
--	---

5. Type of Contract (Check all that apply) [] CPFF - Completion [] CPFF - Term [] CPIF [] CPAF [] CR [] ID/IQ [] BOA [] Requirements [] Labor Hour [] T and M [] SBSA 8(a) [] SBIR [] Sealed Bid [] Negotiated [] Competitive [] Non-Competitive [] Other (Specify) _____

6. Description of Requirement:

7. Ratings. Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Please see page three for explanation of rating scale.

QUALITY OF PRODUCT OR SERVICE	0
Comments: _____	1
_____	2
_____	3
_____	4
_____	5

COST CONTROL	0
Comments: _____	1
_____	2
_____	3
_____	4
_____	5

TIMELINESS OF PERFORMANCE	0
Comments: _____	1
_____	2
_____	3
_____	4
_____	5

BUSINESS RELATIONS	0
Comments: _____	1
_____	2
_____	3
_____	4
_____	5

TOTAL

MEAN SCORE (Divide total rating above the number of areas rated): _____

8. KEY PERSONNEL

Project Manager Name: _____

Comments/Rating: _____

Employment Dates: _____

Name: _____

Comments/Rating: _____

Employment Dates: _____

Name: _____

Comments/Rating: _____

Employment Dates: _____

Name: _____

Comments/Rating: _____

Employment Dates: _____

9. Would you select this firm again? Please explain.

10. Project Officer Name: _____

Signature: _____

Date: _____

11. CONTRACTOR'S REVIEW: Were comments, rebuttals, or additional information provided?
 No Yes. Please attach comments.

12. Contractor Name: _____

Signature: _____

Phone: _____

Fax: _____

Date: _____

E-mail address: _____

13. AGENCY REVIEW: Were contractor comments reviewed at a level above the contracting officer?
 No Yes. Comments attached.

14. FINAL RATINGS: Re-assess the Block 7 ratings based on contractor comments and agency review. Validate or revise as appropriate.

Quality _____ Cost Control _____ Timeliness _____ Business Relations _____

MEAN SCORE (Add the ratings above and divide by the number of areas rated): _____

15. Contracting Officer's Name: _____ **Signature:** _____

Phone: _____ **Date:** _____

FAX: _____

E-Mail Address: _____

RATING GUIDELINES

Summarize contractor performance in each of the rating areas. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), or 5 (Plus). Use the following instructions as guidance in making these evaluations.

	Quality of Product/Service	Cost Control	Timeliness	Business Relations
	<ul style="list-style-type: none"> - Compliance with contract requirements - Accuracy of reports - Appropriateness of personnel - Technical excellence 	<ul style="list-style-type: none"> - Within budget (over/under targeted costs) - Current, accurate, and complete billings - Relationship of negotiated costs to actuals - Cost efficiencies - Change orders 	<ul style="list-style-type: none"> - Met interim milestones - Reliable - Responsive to technical direction - Completed on time, including wrap-up and contract administration - No liquidated damages assessed 	<ul style="list-style-type: none"> - Effective Management - Businesslike correspondence - Responsive to contract requirements - Prompt notification of problems - Reasonable/cooperative - Flexible - Pro-active - Effective contractor recommended solutions - Effective small/small disadvantaged business subcontracting program
.....				
0 U n s a t i s f a c t o r y	Nonconformances are compromising achievement of contract requirements despite use of Agency resources	Cost issues are compromising performance of contract requirements	Delays are compromising the achievement of contract requirements, despite use of Agency resources	Response to inquiries technical/service/ administrative issues is not effective and responsive
1 P o o r	Nonconformances require major Agency resources to ensure achievement of contract requirements	Cost issues require major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries technical/service/ administrative issues is marginally effective and responsive
2 F a i r	Nonconformances require minor Agency resources to ensure achievement of contract requirements	Cost issues require minor Agency resources to ensure achievement of contract requirements	Delays do not significantly impact achievement of contract requirements	Response to inquiries technical/service/ administrative issues is usually effective and responsive
3 G o o d	Nonconformances do not impact achievement of contract requirements	Cost issues do not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response to inquiries technical/service/ administrative issues is usually effective and responsive
4 E x c e l l e n t	There are no quality problems	There are no cost issues	There are no delays	Response to inquiries technical/service/ administrative issues is effective and responsive
5 P l u s	The contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."			

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

- Block 1:** Contractor Name and Address. Identify the specific division being evaluated if there is more than one.
- Block 2:** Contract number of contract being evaluated.
- Block 3:** Contract value shall include base plus options. If funding was increased or decreased during the instant evaluation period, the value in this block should reflect the change.
- Block 4:** Contract award date and anticipated or actual contract completion date.
- Block 5:** Type of contract: Check all that apply.
- Block 6:** Provide a brief description of the work being done under the contract and identify the key performance indicators. This description will allow agencies calling for reference checks to compare statements of work.
- Block 7:** Circle rating in far right column and provide brief narrative for each of the categories rated. Indicate the contract requirements that were exceeded or were not met by the contractor and by how much. Also calculate the mean score of the ratings.
- Block 8:** List the names and employment dates of the contractor's key personnel. This will provide a record of how long these managers worked on the contract. If there were many changes in these managers a second page may be necessary. On the comment/rating line briefly describe the managers performance.
- Block 9:** If given a choice, please explain why you would or why you would not select the contractor for this contract again.
- Block 10:** The program office person most familiar with the contractor's performance should sign this block. The rating is a combined program office, contracting officer decision. The contracting officer's signature in block 15 signifies concurrence with this rating and the final rating, if a revised rating is necessary.
- Blocks 11-12:** The contractor may provide comments but must sign block 12 to indicate review of the rating.
- Block 13:** If the contractor and contracting officer are unable to agree on a final rating, an agency review at a level above the contracting officer is required.
- Block 14:** Adjust the ratings assigned in block 7, if appropriate, based on any comments, rebuttals, or additional information provided by the contractor and, if necessary, by the agency review. Calculate a mean score of the contractor's performance.
- Block 15:** The contracting officer's signature certifies concurrence with the initial and final ratings.

Billing Instructions for Negotiated Cost-Type Contracts (Mar 2006 formatted)

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.

1. 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.

2. 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 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.

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. EXHIBIT I – Summary of All Costs

As shown on the attached Standard Form 1034, identified as EXHIBIT I (SAMPLE), 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. EXHIBIT II – Details of Costs Claimed

As shown on the attached Standard Form 1035, identified as EXHIBIT II (SAMPLE), a detailed breakdown **must** be provided to substantiate the categories shown on the summary of costs (see EXHIBIT I). 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. If claim is based on actual cost of subsistence, show, on a daily basis, the amounts claimed for lodging and meals separately.
- (f) 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. EXHIBIT III – Cumulative Amount Claimed

As shown on the attached Standard Form 1035, identified as EXHIBIT III (SAMPLE), 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

Standard Form 1034 Revised January 1988 Department of the Treasury GSA Form 2-1034 5010-108		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO. 5	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION Program Acquisition Branch Procurement and Grants Office Centers for Disease Control and Prevention 255 East Paces Ferry Rd NE, Room 507 Atlanta, Georgia 30305				DATE VOUCHER PREPARED AUGUST 5, 1990		SCHEDULE NO.	
PAYEE'S NAME AND ADDRESS John Doe, Inc. 2000 Brownstone Lane Boston, Massachusetts 02135 [The name placed in this block <u>must</u> be the same name as shown on the contract]				CONTRACT NUMBER AND DATE 200-88-0958		PAID BY	
				DISPOSITION NUMBER AND DATE		DATE SERVICE RECEIVED	
						DISCOUNT TERM	
						PAYEE'S ACCOUNT NUMBER	
ISSUED FROM 10		OFFICE WFOH8		GOVERNMENT B-I NUMBER			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OF SERVICE	ARTICLES OR SERVICES <small>(Give description, size, number of quantity of Federal supply schedule, and other information deemed necessary)</small>	QUANTITY	UNIT PRICE		AMOUNT	
				POST	PRE		
	7/1/90 to 7/31/90	Direct Labor Fringe Benefits Overhead Materials and Supplies Equipment Other Direct Costs Travel G & A Fixed Fee				\$1,375.00 137.00 275.00 55.00 650.00 100.00 538.25 31.30 100.00	
TOTAL						43,331.55	
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR BY TITLE	EXCHANGE RATE = \$1.00	SERVICES		Amount certified amount to Signature or Initials	
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
_____ Chief		_____ Medicaid Compliance Officer		_____ TITLE			
ACCOUNTING CLASSIFICATION							
CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of bank)	
CASH		DATE		PAYEE			
* When stated in foreign currency, insert name of currency. * If the ability to verify and authorize an approval is combined in one person, one signature only is necessary. * If the approving official will sign in the space provided, over an official title. * If this voucher is received in the name of a company or corporation, the name of the person writing the company or corporation name, in full in the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Transfer", in the case they be						PER TITLE	

PRIVACY ACT STATEMENT
 The information reported on this form is required under the provisions of 31 U.S.C. 626 and 627, for the purpose of disbursing Federal money. The information requested is to identify the particular vendor and the amount to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

Standard Form 1000
 SEPTEMBER 1978
 GSA FPMR (41 CFR) 101-11.6

**PUBLIC VOUCHER FOR PURCHASES AND
 SERVICES OTHER THAN PERSONAL**

VOUCHER NO

5

SCHEDULE NO.

SERIES NO.

2 of 3

CONTINUATION SHEET

GSA DEPARTMENT, BUREAU, OR ESTABLISHMENT

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Give description, item number of contract or Federal ac- count number, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT
				UNIT	PER	
		<u>Direct Labor</u>				
		Statistician	100 hr	3.00	hr	\$ 300.00
		Research Assistant	50 hr	2.50	hr	125.00
		Project Director	1 mo	950.	mo	950.00
						<u>\$ 1,375.00</u>
		<u>Fringe Benefits @ 10% of direct labor</u>				\$ 137.00
		<u>Overhead @ 20% of direct labor, excluding fringe benefits (provisional rate)</u>				\$ 275.00
		<u>Materials and Supplies</u>				
		Culture plates				\$ 20.00
		Cotton swabs				9.00
		Plastic disposable gloves				30.00
						<u>\$ 59.00</u>
		<u>Equipment</u>				
		Microscope, Arm head, S/N 9999 (Contracting Officer's approval letter dated June 15, 1990)	1	650.	ea	\$ 650.00
		<u>Other Direct Costs</u>				
		Postage				\$ 65.00
		Printing				35.00
						<u>\$ 100.00</u>
		<u>Travel</u>				
		Dr. Snow, Project Director, to attend meeting at CDC, Atlanta, GA				
		Departed 9:15 am, 7/15/90 Returned 6:45 pm, 7/18/90				
		Jones Airline, Boston-Atlanta, GA, and return (tourist class airfare)				\$ 175.00
		Taxi				7.00
		Per diem - 3 3/4 days @ \$35/day				131.25
		Travel for the month of July 1990 via POA	1,500 mi	0.15	mile	225.00
						<u>\$ 538.25</u>
		SUBTOTAL				\$ 3,130.25

Standard Form 1000
 SEPTEMBER 1970
 GSA GEN. REG. NO. 27
 5010-108

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

VOUCHER NO. 1

SCHEDULE NO.

SHEET NO. 3 of 3

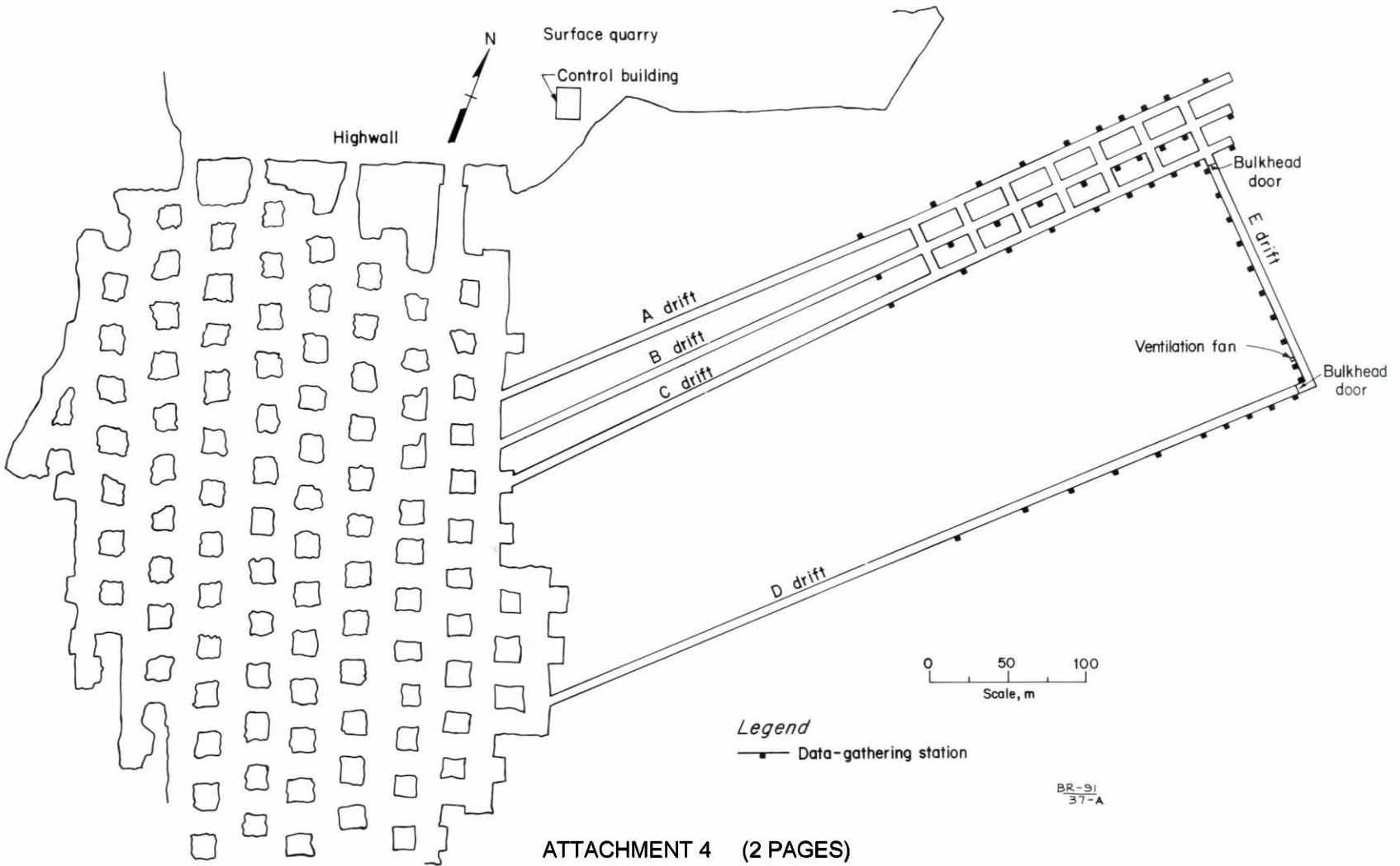
CONTINUATION SHEET

U.S. DEPARTMENT OF COMMERCE, BUREAU OF STATISTICS

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Give description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUANTITY	UNIT PRICE		AMOUNT
				UNIT	PER	
		SUBTOTAL				\$ 3,130.25
		<u>G & A @ 15 of total costs</u>				\$ 31.30
		<u>Fixed Fee</u>				\$ 100.00
		TOTAL COST AND FIXED FEE				\$ 3,261.55
		EXHIBIT III (Sample)				
<u>Category</u>		<u>Negotiated Contract Amounts</u>	<u>Amt Claimed This Voucher</u>	<u>Cumulative Amt Claimed to Date</u>		<u>Estimated Cost to Complete</u>
Direct Labor		\$20,000.00	\$ 1,375.00	\$10,000.75		\$ 9,999.25
Fringe Benefits		10,000.00	137.00	4,749.90		5,250.90
Overhead		12,000.00	275.00	5,638.25		6,361.75
Materials and Supplies		1,500.00	55.00	165.00		1,335.00
Equipment		1,000.00	650.00	650.00		350.00
Other Direct Costs		1,000.00	100.00	175.00		825.00
Travel		1,000.00	538.25	750.00		250.00
Consultants		1,000.00	6.00	100.00		900.00
G & A		1,000.00	31.30	222.29		777.71
Fixed Fee		1,500.00	100.00	100.00		1,400.00
	TOTALS	\$50,000.00	\$ 3,261.55	\$27,590.79		\$27,449.71

SAMPLE

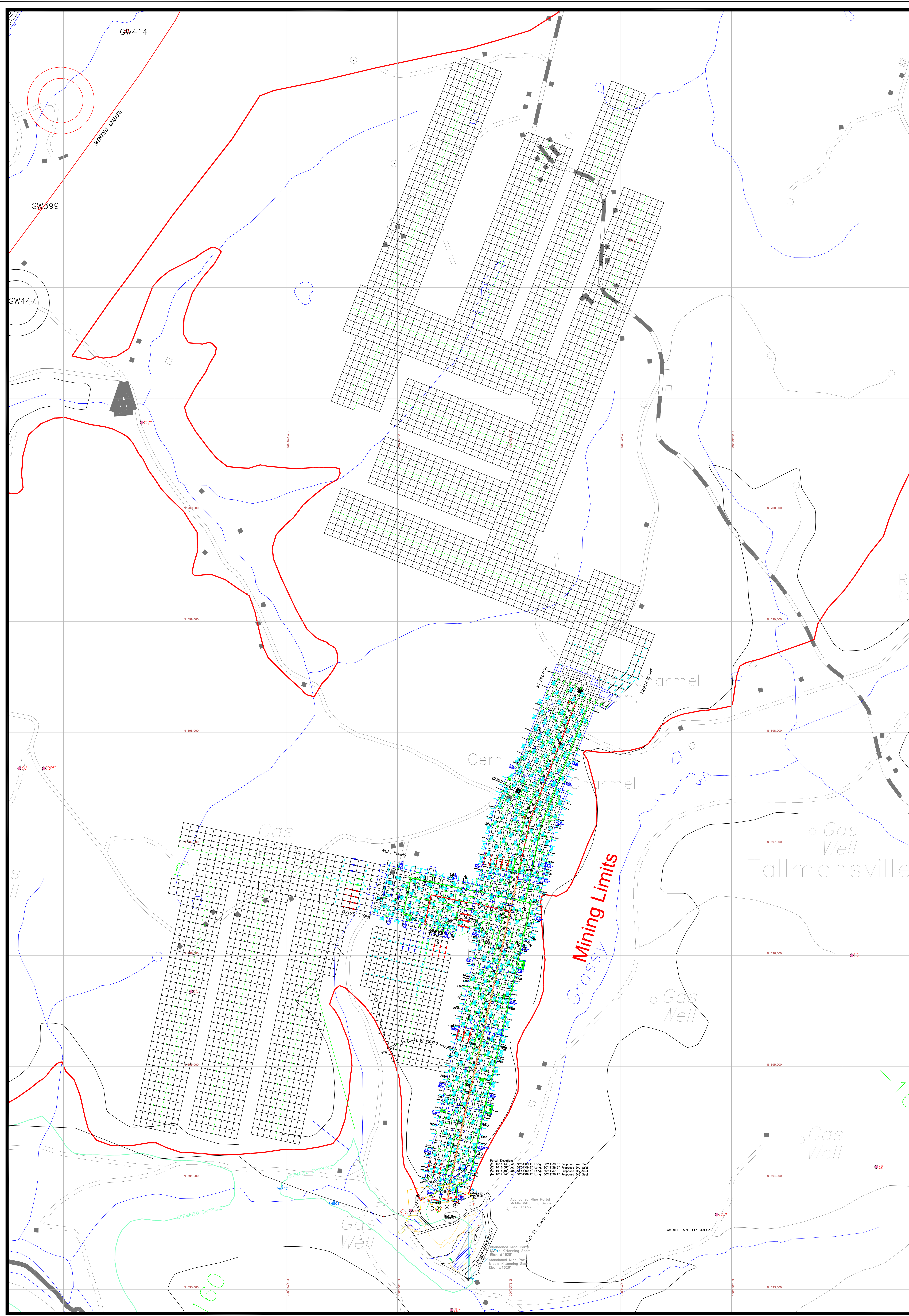
* Categories of expenditures must conform to the categories agreed upon during contract negotiations.



LLEM Multiple-Entry Area

Crosscut Centers & Stoppings Locations

	A-drift		B-drift		C-drift	
A-22				B-10 B-30 B-70		C-13
	108-ft	X-1	85-ft	X-1	59-ft	→ E Drift
A-132				B-108		C-84
A-183				B-158		C-134
	208-ft	X-2	183-ft	X-2	156-ft	
A-233				B-211		C-184
A-283				B-257		C-234
	306-ft	X-3	281-ft	X-3	256-ft	
A-355				B-329		C-304
	404-ft	X-4	377-ft	X-4	355-ft	
A-453				B-427		C-403
	502-ft	X-5	477-ft	X-5	451-ft	
A-550				B-526		C-501
	600-ft	X-6	575-ft	X-6	547-ft	
A-649				B-626		C-598
	699-ft	X-7	675-ft	X-7	647-ft	
A-807				B-782		C-757



NOTES

1. Mine elevations to be tied to USGS benchmark.
2. Original map in color, all others are invalid.
3. No known overmining or undermining.
4. No known water pools located above mining body.
5. Average mining height is projected to be 84 inches.
6. No projected wants, faults, or slips affecting ventilation.
7. Person responsible for information on map: Stan Edwards.
8. Property boundaries provided by others and are NOT certified by the undersigned.
9. For the sake of clarity, some features are shown on overlays and are not shown hereon.
10. Belt Portal Location projected at: LAT:38°54'09.2" / LON:80°11'38.5"
11. Mine survey control will originate from outside permanent monuments and extend underground to the working faces on WV State Plane, South Zone, NAD 27
12. Information shown hereon as well as all surface information delineated hereon, unless otherwise noted, has been provided by others and not intended to be included within the definition of "certify" as used within the certification statement. This information has not been verified nor field checked by the undersigned. Furthermore, the undersigned does not certify to the accuracy nor the location of all surface structures, surface facilities, gas wells, oil wells, property lines, surface waters, water wells, surface mined areas, adjacent underground wells, surface mined areas, adjacent underground mining nor mines above or below. Others have provided this information not under the direct supervision of the undersigned. Work currently underway to confirm selected features.

CONFIDENTIAL

This drawing and all information and designs thereon are the property of Alpha Engineering Services, Inc., Beckley, West Virginia. This drawing is confidential and must not be made public or copied without prior written authorization from Alpha and is subject to return upon demand. No use of this drawing or any information or designs thereon is permitted except as is specifically authorized in writing by Alpha. Acceptance of possession of this drawing constitutes full agreement with the above conditions.

Copyright © 2006 Alpha Engineering Services, Inc.
All Rights Reserved

PERMANENT MONUMENT INFORMATION

Station#	Northing	Easting	Elevation	Description
PM 1	693,091.754	2,229,636.724	1607.798'	5/8" Iron Rod
PM 2	693,329.894	2,229,855.451	1634.496'	5/8" Iron Rod
PM 3	693,912.656	2,229,639.556	1663.530'	5/8" Iron Rod

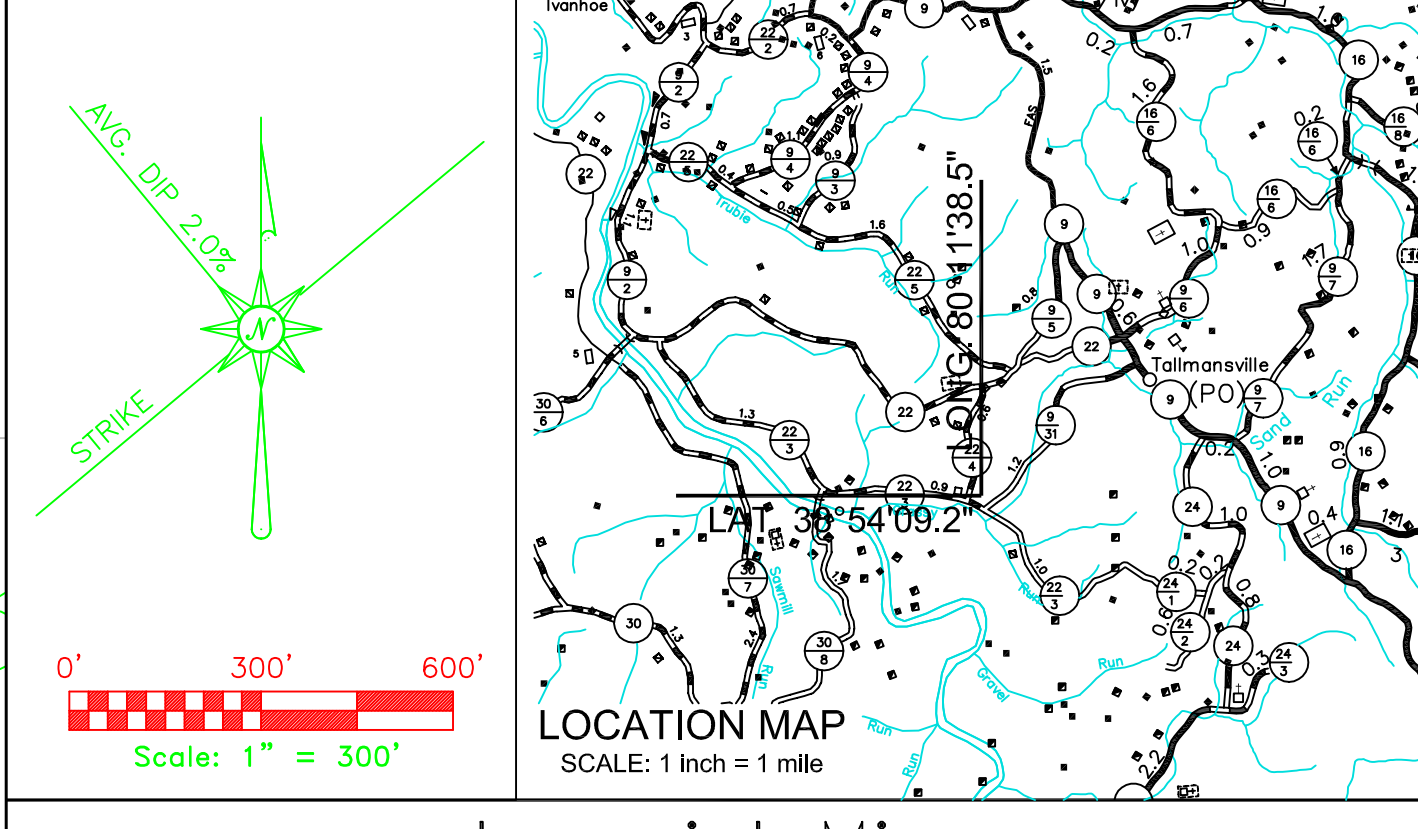
Established & Provided by Others
Orientation & Coordinate Base is WV State Plane, South Zone, NAD 27
Mine Elevations have not been tied to a USGS BM as of this date

FAN INFORMATION
Note: FAN NOT YET OPERATING

Manufacturer: Jay
Type: Axial
Size: 60" Diameter
Motor Horsepower: 200
Pressure Origin: Est. 1.0"
Model No: M-50
RPM: 3585 (rpm)
Quantity: 120,000 cfm
Belt Setting: 5

LEGEND

STOPPING	—	SURVEYED GAS/OIL WELL	⊙
STOPPING WITH MANDOOK	—	UNCONFIRMED GAS/OIL WELL	⊙
OVERCAST	—	CORE HOLE	⊙
UNDERCAST	—	UNDERGROUND SURVEY STATION	⊙
BELT BOX CHECK	—	CHECK SURVEY STATION	⊙
PERMANENT SEAL	—	BENCHMARK	⊙
PROJECTED SEAL	—	HAULAGE AIRWAY	—
REGULATOR	—	INTAKE AIRWAY	—
AIR LOCK / DOUBLE DOORS	—	RETURN AIRWAY	—
FAN	—	PRIMARY ESCAPEWAY	—
FALL	—	ALTERNATE ESCAPEWAY	—
CRIBS	—	PROPOSED STOPPING	—
WATER	—	EVAPORATION POINT	—
BELT TRANSFER POINT	—	SECTION ID NO.	—
FIRE VALVE	—	MINING LIMITS	—
BOTTOM COAL ELEVATION	—	OUTCROP LINE	—
TRACK	—	100' COVER	—
PROPOSED VENTILATION CONTROLS SHOWN IN GREEN	—	2 PORTABLE 6 UNIT CACHES ARE AVAILABLE FOR OUTBY WORK.	
SCSR CACHE	—	THESE CACHES SHALL BE LOCATED AT 5700' FROM THE OUTSIDE ON BOTH SECTIONS.	



Imperial Mine
Middle Kittanning Seam

Wolf Run Mining Company
1 Edmiston Way, Suite 211
Buckhannon, WV 26201
Washington District, Upshur County, WV
MSHA ID # 48-09115
WV STATE ID # U-2002-01A

Rev: 10/30/06

Wall Map

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS MAP IS CORRECT, AND SHOWS TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL THE INFORMATION REQUIRED BY THE LAWS OF THIS STATE AND COVERS THE PERIOD ENDING 10/30/06

P.E. NO. _____

*THE TERM "CERTIFY" AS USED HEREIN IS DEFINED AS FOLLOWS:
"AN ENGINEER'S CERTIFICATION OF CONDITIONS IS A DECLARATION OF PROFESSIONAL JUDGMENT. IT DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, NOR DOES IT RELIEVE ANY OTHER PARTY OF THEIR RESPONSIBILITY TO ABIDE BY CONTRACT DOCUMENTS, APPLICABLE CODES, STANDARDS, REGULATIONS, AND ORDINANCES."