

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1	
2. CONTRACT NO.		3. SOLICITATION NO. 2007-N-09190		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
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 five(5) 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 (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 Cynthia Y. Mitchell	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER: EXT: (412) 386-6434	C. E-MAIL ADDRESS cmitchell@cdc.gov
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OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND ADDRESS OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or Print)</i>
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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
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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 <i>(4 copies unless otherwise specified)</i>	ITEM
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 <i>(Signature of Contracting Officer)</i>		28. AWARD DATE

Section B - Supplies Or Services And Prices/Costs

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	PROJECT TITLE: Refuge Alternatives in Underground Coal Mines			
	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 three (3) months after contract award.

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

(End of clause)

Section C - Description/Specification/Work Statement

I. PROJECT IDENTIFICATION AND PURPOSE

To develop engineering guidelines associated with the location, construction and general application of various refuge alternatives.

II. BACKGROUND AND NEED

Over the years the mining industry has implemented a number of safety protections in the event of explosions, fires and inundations. The recent mine disaster, in which several coal miners died attempting to escape or barricade in the aftermath of a mine explosion, raises questions about existing emergency systems and/or equipment for escape or refuge.

Current requirements include provisions for at least two separate and distinct escapeways for each working section, along with mechanical escape facilities for hosting personnel at mines with certain shaft and slope characteristics. Miners have ready access to maps delineating the escapeways and participate in practice drills every six weeks, which include traveling the escapeways to the surface and every ninety days to the point where the split of air ventilating the working section intersects a main air course. Self-contained self rescuers (SCSRs) worn by miners or cached on working sections provide approximately one hour of oxygen to allow miners to escape in conditions where toxic gases, smoke and dust are present.

While these requirements focus on escape, there are no provisions for refuge, other than barricading, in the event that escape is not feasible. However, refuge chambers constitute an option in several countries, mostly in metal and non-metal mines, where the non-combustible nature of the ore does not offer a threat to the well being of miners. In the United States, the use of refuge chambers in coal mines generated significant debate three decades ago when their use was researched. A consensus for their use never emerged among labor, industry, and government. However, as a result of the mine tragedies earlier this year, the use application of refuge chambers is, or will be, mandated in some States, and the MINER Act directs NIOSH to conduct research concerning refuge alternatives. The work under this contract will provide input into NIOSH's mandate under the Act, and moreover, the timeframe for completing Phases I and II of this contract cannot be changed.

Properly designed refuge alternatives, in combination with technologies developed in the areas of disaster prevention, breathing devices, communications, etc. should improve on the protections available for emergency situations. A refuge station might constitute an element in the escape system and as such, could allow miners to continue the escape procedure if at all possible, or to prepare for refuge chamber occupancy. There are a number of considerations involved with this approach, including the capabilities of stations, the type and location of structures, design criteria, and maintenance and training issues.

Despite on-going debate over the merits of refuge chambers in underground coal mines, consensus is developing among stakeholder groups on refuge concepts as part of an escape and survival strategy. Specifically, the merits of at least two concepts have emerged: inflatable/portable devices for use at the face, and "refuge rooms" for use outby. The refuge chamber located closest to the face could serve as a staging point wherein the miners would communicate with the responsible person, discuss their escape plan, review maps, don their SCSRs and begin their egress, heading towards the first "safe haven," or "refuge station." In the event that egress was impossible, the refuge station(s) would provide a better alternative than a barricade erected by miners during and emergency situation. Consensus on a possible third component of an escape/refuge system is developing, and that is an escape vehicle. This component will not be addressed in this contract.

The "refuge station," or "safe haven," is simple in concept. These rooms could be created at strategic locations either by walling-off a crosscut, a room mined into the rib, or a manufactured chamber. The structural characteristics of the walls or bulkheads may change depending on where the room is located within the mine, and in some cases, it may be desirable to have "bulkheads" which could be easily re-used in new locations. These safe havens should be located at some regular distance determined by the likely mine specific escape conditions outby the mouth of a panel. They could be equipped with water, first aid, and a cache of SCSRs, among other supplies. Where practical, these safe havens could be connected to the surface with a borehole, which would provide ready

communications, power, and compressed air among other services. Although these safe havens would be viewed as way stations as miners made their escape, if miners became trapped, the safe havens would provide a location where mineworkers could survive an extended period. The known location of these rooms would also facilitate the accurate drilling of a large borehole for a rescue capsule. There are of course many technical questions to be addressed related to the design, outfitting, location and use of these havens.

Regardless, of the specific refuge concept, a need exists to evaluate refuge concepts in the context of the documented mine emergencies experienced between 1970 and 2006 in US coal mines. Such an evaluation is really a prerequisite to the establishment of design and performance criteria for chambers or refuge rooms. For the purposes of this Request for Proposals, refuge concepts or “chambers” are grouped into two classes: portable, i.e. those which are intended to be moved with some regularity as mining advances; and fixed, i.e. those which are so located that moves would be infrequent or rare. Bidders may redefine or further classify these into addition sub-categories in their proposal, if needed, to clarify their proposed approach.

III. OBJECTIVE

A NIOSH goal is to facilitate the mining industry’s rapid implementation of viable refuge concepts by addressing technical barriers or knowledge gaps that are hindering the rapid diffusion of refuge technologies throughout the underground coal industry. The overarching objective of this work is to solve engineering problems or develop engineering guidelines associated with the location, construction and general application of various refuge alternatives. This RFP will be used to develop recommended practices documents and other practical guidelines for mines, and to recommend potential criteria for a possible approval and certification process for refuge chambers.

The specific objectives of the work are:

- Evaluate the impact, i.e. lives saved, that refuge stations could have made in the outcome of coal mine explosions, fire emergencies, and mine inundations that have occurred since 1970.
- Establish common design criteria for fixed and portable mine refuge stations.
- Develop a selection guide for type, size and location of refuge stations.
- Develop type-specific performance specifications.
- Develop a practicable mine refuge station bulkhead design.
- Develop a user’s guide to select, purchase, or constructing and install each refuge station for US coal mine operators.

IV. DETAILED REQUIREMENTS

The work to be performed in this contract has been organized into three phases; and the phases and the duration of each phase is listed below.

Phase I	DEVELOPMENT OF RECOMMENDED REFUGE STATION CRITERIA
Phase II	DESIGN, SELECTION AND LOCATION CRITERIA
Phase III	USERS GUIDANCE DOCUMENT

Phase I Development of recommended Refuge Chamber criteria

A. The Contractor shall evaluate the impact refuge stations could have made in the outcome of coal mine explosions, fire emergencies, and inundations that occurred since 1970. This evaluation shall be based on an analysis using event tree shown as Figure 1, and shall:

- a. quantify the number of miners reporting to each node on the event tree diagram.

- b. quantify the number of miners who would have benefited from the availability of refuge stations; those who would have been negatively impacted with the availability of refuge stations and those miners for whom refuge would not have altered the outcome.
- c. quantify (estimate) the time likely to be required to rescue miners who sought refuge taking into account experienced response times during rescue mode.
- d. determine whether the refuge stations would have benefited from thermal resistance and if so at what levels.
- e. estimate possible ranges of over pressure from secondary explosions and inundations at potential refuge station locations which would have assisted the miner in survival. Time of consideration is the time required to rescue from refuge.

This retrospective analysis of how refuge concepts might have changed the outcome of historical mine disasters should provide significant insights into the proposed use of refuge chambers to prevent future loss of life following fires, explosions, or inundations. As such, the findings from this Task A will form an important basis for subsequent work under this contract.

Bidders are encouraged to suggest an alternative formulation of the event tree shown as Figure 1, if appropriate.

- B. The contractor shall provide a detailed list of all common design parameters, which will be required for life support functions of the two types of refuge stations (portable and fixed). The design requirements will consider changes required for varied refuge duration.

The design criteria shall include but not be limited to the following life support elements:

- a. Atmospheric life support
 - b. Communications
 - c. Nutrition
 - d. Sanitation
 - e. Psychological
 - i. Space
 - ii. Ergonomics
 - iii. Entertainment
 - iv. Others
- C. Contractor will develop a Phase I report outlining the design criteria for underground coal mine refuge stations. This report shall include the supporting documentation. Contractor shall provide the Phase I report no later than three months following the award of the contract. A project review meeting at PRL will be held following the delivery of the Phase I report. NIOSH will review the report, and provide approval to begin Phase II within 3.5 months after award of contract.

Phase II Design, selection and location criteria

Given the variety of possible scenarios that could occur in a disaster, consideration should include the feasibility of a staged escape strategy. Such a strategy could include multiple refuge stations to support the miners' needs during the escape process. Refuge stations could provide safe places, in which miners could rest, replenish oxygen, obtain updated information on mine conditions, and decide on the next course of action etc. This approach could include one or more types of refuge station, positioned at appropriate locations, with the capability of temporary or long-term refuge.

One of the critical pieces of a staged escape strategy is the location and type of refuge stations.

- A. Contractor shall develop a decision tree for use by the mine operator allowing for selection and optimum location for each type (portable, inflatable, fixed) of station as a part of an overall escape scenario. Location would depend on a number of variables, including but not limited to:
 - Mining height Effective locations with respect to active working sections
 - Appropriate travel distances, routes and times to next outby refuge station and/or surface

- Pressure, temperature and duration criteria developed in Phase I.
- B. Contractor shall develop temperature and pressure performance specifications for each refuge station type, and shall also develop a recommended testing, certification and maintenance criteria for each station type referencing appropriate standards, where available.
- C. Contractor shall provide a proven design, meeting the previously determined criteria for a practicable, universally applicable, mine constructible refuge station bulkhead. This design shall be provided to meet a variety of opening sizes in variable rock types and mine conditions. Included shall be a materials list and construction instructions for use in universal application.
- D. Contractor shall develop cost estimates for the refuge alternatives studied throughout Phases I and II.
- E. Contractor shall provide a draft phase II report for NIOSH review within 8.5 months from the time of contract award. The report shall include the decision tree developed and the summary of the findings for tasks B and C. The Contractor shall attend a review meeting at PRL within 9 months of contract award to present and discuss the findings of the Phase II report. NIOSH shall authorize the Contractor to finalize the Phase I and Phase II reports within 9.5 months following award of contract. The Contractor shall provide final Phase I and Phase II reports within 10 months following award of contract.

Phase III Users Guidance Document

The focus of Phase III is to translate the technical outputs from Phases I and II into one or more “guidance” or “suggested practices” documents. The goal is to develop plain-language documents to assist underground coal mine operators in providing sound refuge options for mineworkers. The document(s) will provide mine operators with the ability to make informed decisions regarding location, type, size, construction, and outfitting of refuge stations in their mines. The document will also provide mine operators with an example of a bulkhead design which can be erected by mine personnel to establish refuge stations in crosscuts or dead end cuts.

The following tasks will be required to be completed to meet the objectives of Phase III.

- A. The Contractor shall develop a detailed plan to address the Phase III tasks and shall present this plan at a Phase III “kickoff” meeting. NIOSH will schedule the Phase III kick off meeting at its facility in Bruceton, PA within 11.5 months of contract award.
- B. The Contractor shall develop a decision tree style tool to aide in the determination of refuge station type, location and size. Detailed instructions in the use of the tool, including examples shall be developed. The mine conditions of the example will be provided by NIOSH at the kickoff meeting.
- C. The Contractor shall develop a matrix for determining life support supplies and infrastructure required for a refuge station based on size, occupant load and anticipated length of stay. The matrix shall include but not be limited to:
 - a. Air Supply:
 - i. Personal oxygen supplies (SCSR’s)
 - ii. Borehole to surface (size and design)
 - iii. Compressed air from surface (line sizing and protection)
 - iv. Compressed gas stored in the station
 - v. Air purifying systems and associated power requirements
 - vi. Other available technologies for Oxygen supply
 - b. Air Quality Control:
 - i. Gas monitoring equipment and associated power requirements
 - ii. Carbon Dioxide removal and associated power requirements for all available technologies
 - iii. Carbon Monoxide removal and associated power requirements for all available technologies
 - iv. Temperature and Humidity control and associate power requirements
 - c. Other Life Support supplies and systems:
 - i. Potable water supply
 - ii. Gas monitoring outside the station
 - iii. Air lock size and purge requirements
 - iv. Materials to repair station seals and systems

- D. The Contractor shall develop a matrix for determining general supplies and infrastructure required for a refuge station based on size, occupant load and anticipated duration. The matrix shall include but not be limited to:
 - a. Food supplies, both quantity and type.
 - b. Sanitary facilities and supplies
 - c. First Aid equipment and supplies including body pouches
 - d. Lighting requirements and associated power requirements
 - e. Communications to surface and associated power requirements
 - f. Sleeping arrangements
 - g. Entertainment, exercise & psychological needs
 - h. Waste disposal/management
- E. The Contractor shall develop a matrix for use of the Universal Refuge Bulkhead in a range of mine opening geometries with appropriate construction instructions and materials lists. An example of the matrix use, associated design and construction drawings and materials list shall be included. The mine opening size for the example will be provided by NIOSH at the kickoff meeting.
- F. The Contractor shall develop guidelines for the inspection, testing and maintenance of the universal refuge bulkhead including a sample inspection checklist.
- G. The Contractor shall deliver a draft guidance document to NIOSH within 15.5 months of contract award. The document shall include but not be limited to the following components:
 - a. The type, size and location decision tree tools, developed in Item B above, and supporting documentation for use of the tools, including an example, in plain language.
 - b. The life support supply and systems matrix, developed in Item C above, and supporting documentation for use of the matrix, including an example, in plain language.
 - c. The general supply and systems matrix, developed in Item D above, and supporting documentation for use of the matrix, including an example, in plain language.
 - d. The Universal Refuge Bulkhead design matrix, developed in Item E above, and supporting documentation for use of the matrix, including an example design, in plain language and with construction drawings.
 - e. Guidelines for inspection, testing and maintenance of the Universal Refuge Bulkhead, developed in Item E above, including an example inspection and testing checklist in plain language.
- H. The Contractor shall provide the final guidance document to NIOSH within 19 months from date of contract award.
 - a. The Contractor shall develop a proposed format for the guidance document(s), and submit it to NIOSH for approval, within three months after the start of Phase III. NIOSH will review and approve the proposed format within four months after the start of the Phase III.
 - b. The contract will develop the draft guidance documents and present them to NIOSH at meeting in at NIOSH's Bruceton, PA facility. This shall occur no later than 16.5 months after the start of the contract.
 - c. NIOSH will review and provide comments no later than 17.5 months after the start of the contract.

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 twenty-two (22) 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 – Development of Recommended Refuge Chamber Criteria. Completed within three (3) months after the effective date of the contract.

Phase II – Design, Selection and Location Criteria. Completed within eleven (11) months after Government authorization to proceed beyond Phase I.

Phase III – Users Guidance Document. Completed within eight (8) months after Government authorization to proceed beyond Phase II
(End of Clause)

F.2 Deliverable Documentation (Jul 1999 revised)

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

1. Contractor shall attend a project kick off meeting to review contract goals, expected outputs and outcomes, planned activities, and the schedule. This meeting will be scheduled within two weeks of contract award, and will be held at NIOSH's Bruceton, PA facility.
2. Contractor's project manager shall participate in a biweekly progress review meeting with NIOSH's Technical Project Officer. These meetings will be conducted via phone conference or in-person at the Contractor's location. Biweekly progress review meetings shall be conducted through the end of the contract period. The Contractor shall submit written minutes of the meeting for NIOSH approval within five working days following each meeting.
3. Contractor will develop a Draft Phase I report summarizing the Phase I effort and outlining the design criteria for underground coal mine refuge stations. This report shall include supporting documentation. Contractor shall provide the Phase I report no later than three months following the award of the contract. A project review meeting will be held at NIOSH's Bruceton, PA facility following the delivery of the Phase I report. NIOSH will review the report and request changes, if any, within two weeks after receipt of the report. Approval to begin Phase II is expected to be within 3.5 months after award of contract.
4. Contractor shall provide a draft phase II report for NIOSH review within 8.5 months from the time of contract award. The Contractor shall attend a review meeting at NIOSH's Bruceton, PA facility within 9 months of contract award to present and discuss the findings of the Phase II report. NIOSH shall authorize the Contractor to finalize the Phase I and Phase II reports within 9.5 months following award of contract.
5. The Contractor shall provide final Phase I and Phase II reports within 10 months following award of contract.

6. Contractor shall deliver a draft Guidance Document as developed in Phase III Task G to NIOSH within 15.5 months following award of contract.
7. The Contractor and appropriate project staff will attend a review meeting on the draft guidance document held at NIOSH's Bruceton, PA facility within 16.5 months of project award. NIOSH will provide review comments within 17.5 months of award of contract.
8. Contractor shall provide the final guidance document(s) to NIOSH within 19 months from date of contract award. Fifty printed copies shall be delivered, in addition to an electronic copy in a publishable format. Final version shall be delivered with all original electronic media required to reproduce the document, including: native files (Adobe/Quark packaged with all linked files included); original image files; negatives (if any); camera-ready art (if any); fonts (if not already included as linked from the native files); and press-quality PDF with color separation information. In addition, contractor should complete the GPO form #952 detailing all information included on the electronic media (CD/DVD/flash drive) provided. Contractor shall provide a final project report within 20 months from date of contract award which shall include a summary of report findings and supporting documentation for all deliverables, design criteria, recommendations and the guidance document.

(a) Documentation

(1) Monthly Technical Letter Report

(i) Quantity: Two (2) copies in print or in electronic format to be provided by electronic mail to the NIOSH Project Officer and the CDC Contract Administration representatives.

(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) copies in print or in electronic format to be provided by electronic mail to the NIOSH Project Officer and the CDC Contract Administration representatives.

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

(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 Bureau approved program plan.

(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.

F.3 Delivery of Reports

One copy of each report, in draft and/or final form as required by the contract, shall be delivered prepaid to the Project Officer. In addition one copy of the final report shall be delivered to the following address.

**Centers for Disease Control and Prevention
Acquisition and Assistance Field Branch
Post Office Box 18070
Pittsburgh, PA 15236-0070**

Attention: Cynthia Y. Mitchell
Contract No.: [REDACTED]

(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 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.7 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.8 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.9 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.10 Payment of Fixed Fee (Jan 2000)

The fixed fee for each performance period stated in the contract will be paid in equal monthly or bi-monthly amounts up to 85% of the fee for that period. In accordance with FAR 52.216-8, Fixed Fee, incorporated by reference in Section I, the Contracting Officer may withhold the final 15% of the fee for each period, or \$100,000 whichever is less, until audited final rates are determined or until a closeout agreement is negotiated.

(End of Clause)

G.11 Payments (Jul 1999)

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

(End of Clause)

G.12 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.13 Subcontracting Program Reports (May 1998)

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

(1) Standard Form 294, Subcontracting Report for Individual Contracts.

(2) Standard Form 295, Summary Subcontract Report.

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

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

(End of Clause)

G.14 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

Name	Title
█	█

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

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

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

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

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

(End of Clause)

H.3 Smoke Free Environment (Jul 1999)

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

(End of Clause)

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

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

(End of Clause)

H.5 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.6 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.7 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.8 Subcontracting Plan (Jul 1999)

The Contractor's subcontracting plan, as negotiated, submitted in response to Solicitation **2007-N-09190**, is hereby incorporated into this contract by reference.

(End of Clause)

H. 9 Incorporation of Technical Proposal (May 1998)

The Contractor's technical proposal, including all revisions thereto, submitted in response to RFP **2007-N-09190** 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.10 Government Property (Jan 2000)

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

(b) Contractor-Acquired Property (CAP). Regardless of the place of performance, when the costs of such items will be charged to the contract, the Contractor must receive written consent from the Contracting Officer prior to

purchase of any item which requires such consent under FAR 52.244-2 (see Section I, FAR 52.244-2, paragraphs (c), (d) and (e)).

(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.11 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.12 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)

H.13 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)

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)

I.2 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 HHSAR (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)

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)
52.215-20	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data (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)
52.222-22	Previous Contracts and Compliance Reports (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)

HHSAR SOURCE	TITLE AND DATE
	[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)
52.242-1	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)

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.

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 Inquiries (May 1998)

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. 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 **03 Jan 2007**, and **may be** submitted via facsimile to **412-386-6429**, via e-mail to **cmitchell@cdc.gov** or mailed hard copy to the address shown as the issuing office on the cover sheet of the solicitation.

(End of Provision)

L.5 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 five (5)** copies of your proposal to the address **in Block 7 on page 1 of this document**:

Attn: Cynthia Y. Mitchell
Solicitation No. **2007-N-09190**

(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.6 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 contact. 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.7 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.8 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.9 Incurring Costs (May 1998)

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

(End of Provision)

L.10 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 **Cynthia Y. Mitchell, 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)

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 designated point allocation is in the following categories.

- | | |
|--|----|
| 1. Demonstrated understanding of the contract objective, the underlying issues, and the scope of work as evidenced by the soundness of the approach presented in the Bidder's proposal. | 30 |
| 2. Demonstrated skill and experience in addressing underground coal mining problems, especially in areas such as mine design, mining practices, mine safety, escape and rescue, and fires and explosions. | 20 |
| 3. Demonstrated experience with mechanical engineering design, analysis, and fabrication, and the design of underground coal mine refuge stations | 25 |
| 4. Qualifications and experience of project personnel, in the areas of fire and explosion hazard analysis, systems design and integration, life support systems design, technical writing, and development of user manuals | 15 |
| 5. Demonstrated capability in completing government contracts of this magnitude and scope in a timely and successful manner. | 10 |

TOTAL 100

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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)