



02/28/2007

Dear Prospective Offeror:

You are invited to submit a proposal in accordance with the requirements of Request for Proposal (RFP) 2007-N-09216, entitled "Design and Demonstration of a Location Tracking System for Underground Coal Mines." Your proposal must be received by the Contracting Officer no later than **03:30 PM, 03/30/07**, addressed as follows. Facsimile or electronic mail responses will **not** be considered.

Centers for Disease Control and Prevention  
Acquisition and Assistance Field Branch V  
Attention: RFP 2007-N-09216  
Post Office Box 18070  
626 Cochran Mill Road – B-140 / 2<sup>nd</sup> Floor  
Pittsburgh PA 15236-0070

**THIS SOLICITATION IS ISSUED ON AN UNRESTRICTED BASIS TO FULL AND OPEN COMPETITION - PLEASE SEE SECTION K.1 FOR THE BUSINESS SIZE STANDARD**

Your attention is directed to the solicitation Provision L-2, FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (Jan 2004), relating to submission, modification, and withdrawal of proposals. Please review this provision so that you will be fully aware of the time requirements for submitting your proposal.

Your proposal must be prepared in accordance with the General Instructions, Technical Proposal Instructions, Business Proposal Instructions, Past Performance Information, and the Statement of Work contained in the RFP. Small business subcontracting plan and cost or pricing data requirements will be applicable only if cost thresholds or other appropriate circumstances dictate.

In addition to your technical and business proposals, you are to return two (2) original signed copies of Standard Form 33, and one copy of Section K, Representations and Certifications. Each of these must contain original signatures.

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

All inquiries concerning the solicitation document must be submitted in writing and must be received by this office by **03/14/07**, please see Paragraph **L.15**, Inquiries, of this RFP. Requests for any information concerning this RFP should be referred only to John J. Carolan, telephone (412) 386-6430.

Sincerely,

Larry E. Guess  
Contracting Officer

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   61
2. CONTRACT NO.	3. SOLICITATION NO. <b>2007-N-09216</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>02/28/07</b>	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Centers for Disease Control and Prevention Acquisition and Assistance Field Branch V P O Box 18070 - 626 Cochrans Mill Road Pittsburgh PA 15236-0070			CODE <b>436</b>	8. ADDRESS OFFER TO (If other than Item 7) See Item 7  Approved as to Form and Legality:	

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

**SOLICITATION**

9. Sealed offers in original and SIX (6) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in CDC AAFB-V 626 Cochrans Mill Road B-140 2<sup>nd</sup> Floor until 3:30PM local time 03/30/07  
(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.

<b>10. FOR INFORMATION CALL:</b>	A. NAME John J. Carolan	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER: EXT: (412) 386-6430	C. E-MAIL ADDRESS JCAROLAN@CDC.GOV
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**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND ADDRESS OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)		
15B. TELEPHONE NO. AREA CODE NUMBER EXT.	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE	

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) Centers for Disease Control and Prevention Acquisition and Assistance Field Branch V P O Box 18070 - 626 Cochrans Mill Road Pittsburgh PA 15236-0070		CODE <b>436</b>	25. PAYMENT WILL BE MADE BY Centers for Disease Control and Prevention Financial Management Office - P O Box 15580 Atlanta GA 30333		CODE <b>434</b>
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

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

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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  <small>(Signature of Contracting Officer)</small>	28. AWARD DATE
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IMPORTANT -- Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

## Section B - Supplies Or Services And Prices/Costs

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
CLIN 0001 – Base Contract Item – Firm Fixed Price	Design and Demonstration of a Location Tracking System for Underground Coal Mines in Accordance with the Enclosed Statement of Work / Phase I - System Description and Feasibility Assessment	CLIN 0001 Unit Total - 1 Job	\$	\$
CLIN 0002 - Option Item – Firm Fixed Price with Prospective Price Redetermination	Design and Demonstration of a Location Tracking System for Underground Coal Mines in Accordance with the Enclosed Statement of Work / Phase II – Design / Phase III - Long Term Test and Evaluation  Phase II – Design - \$ _____  Phase III – Long Term Test and Evaluation - \$ _____	CLIN 0002 Unit Total - 1 Job	Fixed Price Prospective Price Redetermination Ceiling \$	NOT TO EXCEED  \$

There are no clauses/provisions included in this section.

## Section C - Description/Specification/Work Statement

### Statement of Work - Design and Demonstration of a Location Tracking System for Underground Coal Mines

#### 1.0 Project Identification and Purpose

To design, adapt, construct, install and evaluate a miner location tracking system for use in underground coal mines.

#### 2.0 Background and Need

The recent disaster at the Sago Mine in West Virginia has highlighted the need for advanced communication and tracking systems that can function during an emergency. This need was specifically recognized by the U.S. Congress with the passage of the Mine Improvement and New Emergency Response Act of 2006. The Act stipulates that:

*... Consistent with commercially available technology and with the physical constraints, if any, of the mine, the plan shall provide for above ground personnel to determine the current, or immediately pre-accident, location of all underground personnel. Any system so utilized shall be functional, reliable, and calculated to remain serviceable in a post-accident setting.*

and

*... Not later than 3 years after the date of enactment of the Mine Improvement and New Emergency Response Act of 2006, a plan shall, to be approved, provide for post accident communication between underground and surface personnel via a wireless two-way medium, and provide for an electronic tracking system permitting surface personnel to determine the location of any persons trapped underground or set forth within the plan the reasons such provisions can not be adopted. ...*

NIOSH has developed partnerships within the coal mining industry and is actively evaluating novel systems with emergency capabilities. Several tracking systems hold promise for meeting the requirements of the MINER act, but further research and evaluation is required to determine the feasibility of using them in an active coal mine.

In regards to location tracking technologies the solutions can be viewed in three broad categories: zone or proximity based systems, node based radio location technologies, and infrastructure autonomous. These are discussed in detail below but only the latter category is currently viewed to hold the potential to render the location determination with very high reliability and accuracy in a post disaster scenario as envisioned by the MINER act.

One possibility for tracking are zone or proximity based approaches where the miners are wearing passive or active tags and the readers placed at intersections within the mine determine the location of the miner. This technology, though well developed can only provide a general area that the miner is located in; the size of the area being determined by the number of readers. This approach may be useful as an interim solution but it is not feasible to meet the accuracy expected by a strict interpretation of the MINER act. For this reason, and because there are several manufacturers already manufacturing, or planning the manufacturing of these types of systems for underground mines, they are not likely candidates for award under this RFP.

A second method for providing tracking and location is by a node based radio approach. This capability is more or less inherent to wireless mesh technology and therefore the requirement to provide a radio based location tracking system was included with the wireless mesh RFP issued previously by NIOSH and not with this location tracking RFP. Industry experts have indicated that reliability and accuracy of the location determinations will be challenging in the underground environment, and evaluations in this area are continuing.

A third general category of location tracking solutions are those that show the most potential for achieving the accuracy requirements with a high degree of reliability and render the location determination without consideration of the active mine infrastructure. That is to say they will continue to maintain accurate location determinations in a post disaster situation, which is the intent of the miner act. All known solutions of this nature require some sort of

communications link from the miner to transmit the location information out of the mine or to other miners in addition to the tracking system itself. These systems include MEMS based Inertial Navigation Units, reverse arrangement of an RFID approach, and others that may be possible. It is this last category of solutions that the RFP has been targeted at.

The primary characteristics that differentiates the location tracking solutions of interest in this RFP are 1) the location determination is based on active components that are carried on the miner and does not depend on active devices in the mine and 2) the accuracy of the location determination is high (less than 50 feet). A communications link may be required to get the information to the surface, but even with out the communications link the location determination is being maintained. Therefore, in the event of a communications link outage the location information can be transmitted as soon as a link is re-established.

There are two types of location tracking systems that are known to be of interest, but there may be others and bidders are encouraged to present novel ideas for consideration. The two types of possible location tracking systems that are known to be of interest are:

- 1) A concept that has been proposed which would use fixed location passive RFID tags (radio frequency ID) and a portable reader on each miner or piece of equipment that needs to be tracked.
- 2) Inertial Navigation units.

Each one of these approaches will be discussed below.

#### Reverse RFID Concept

This concept is the “reverse” of common RFID applications. The idea is that the RFID reader is moving and the RFID tags are stationary, which is the opposite of most implementations. The proposed idea consists of three parts:

1. Passive RFID tags distributed throughout the underground mine.
2. A tag reader worn by the miner which can also transmit its data to the surface.
3. A computer system to store and analyze data.

RFID Tag Sub-system Radio Frequency ID tags are commonplace in retail establishments for identifying stock and as an anti-theft device. The devices are passive, small (less than the size of a postage stamp) and inexpensive. When exposed to the proper radio signal, they absorb energy from the field and transmit their encoded data. In this system, each of the tags would be given a unique reference number and then placed throughout the mine (see figure 1). The reference number and location of each tag would be recorded in a database.

### Example Mine Layout Showing 3 Entries

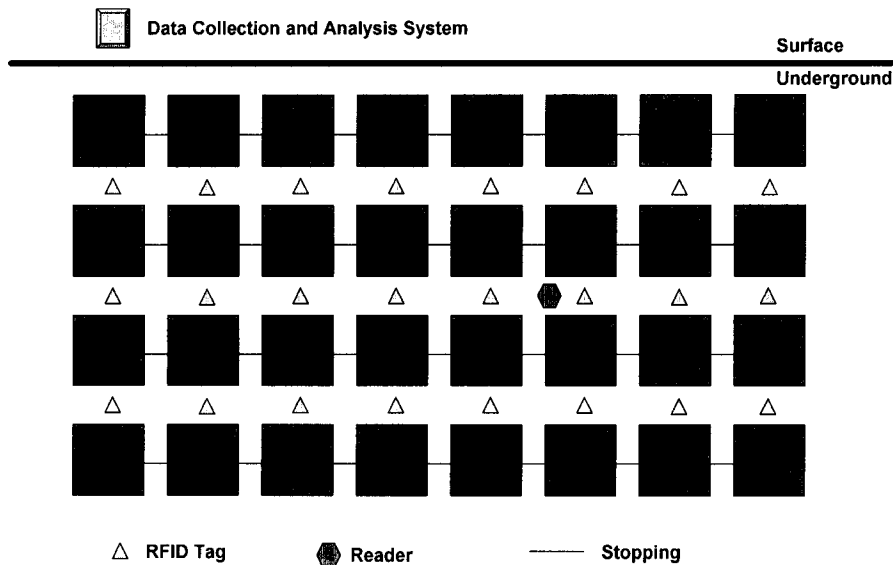


FIGURE 1

**Tag Reader Sub-system** Each miner is equipped with a tag reader which also has a unique identifier and an accurate clock. Ideally it would be incorporated into a cap lamp battery/light unit. The reader periodically emits a short range radio frequency pulse and listens for a response from an RFID tag. If it receives a response, it stores the tag ID together with the time and date received. Periodically, it transmits a radio signal encoded with the units ID and the stored data to the analysis computer on the surface.

Ideally, the RFID tags could be placed on the roof in entry ways and near intersections and the reader antenna incorporated in the cap lamp piece to reduce the distance to the nearest tag. The data from the reader can be transmitted in any manner which would insure its reception on the surface, but a VHF/UHF signal which uses the existing leaky feeder system appears to be the most viable solution. Further, since each unit is part of a cap lamp, it will be charged daily and diagnostics could be built into the charging station to check operation and correct the unit's internal clock. Since it is possible for multiple devices to be transmitting simultaneously, a method for reducing interference is needed.

**Data Analysis Sub-system** The computer analysis and receiver system on the surface contains the physical location of each RFID tag. When it receives the information from a reader, it computes the unit's position and its estimated speed and direction of travel. Each unit is displayed on a simulated mine map showing speed, travel direction and time of last known location.

#### Inertial Navigation Unit (INU)

Recent advances in the miniaturization of INUs and map based navigation systems have made it possible, at least in theory, to envision a navigational unit that could be created for use underground. The INU is used for calculating orientation and positioning output for multiple aeronautics and submarine applications.

The INU uses three axis gyros, accelerometers, and magnetometers to constantly track changes in direction and velocity. This information is fed to a processor which then calculates x, y, and z coordinates as well as compensates for positional errors. The location can be further adjusted by automated comparison of the coordinates to a map base, reference points, and/or last known location. This information can then be fed back to the INU to maintain accuracy.

## Research Issues

### 1. System Accuracy and Stability

The normal environment for most location systems is not as harsh nor as dynamic as a mining environment, it is unknown as to how these systems will have to be modified to accommodate the underground mining environment. The resulting changes or performance may make the system impractical from a cost or implementation perspective.

### 2. System Survivability

The ultimate goal of a location tracking system for underground mines is for the system to be survivable so that it is available when the information is needed most. Survivability is defined as the property of a system, equipment, or procedure that provides a defined degree of assurance that the device or system will continue to work during and after a natural or man-made disturbance (i.e. fire, explosion, roof fall, power outage, etc.).

### 3. Logistics

The problems and methods of deploying the system, maintaining the database, and insuring data integrity in an operating mine are some of the issues that need to be considered. Ease of use, maintenance, and training are also considerations.

### 4. Data Analysis and Display Sub System

Any of the solutions will require a system to analyze the positional data from the system and display it to the mine operator in a meaningful way.

## 3.0 Detailed Requirements

The goal of this project is to arrive at an economically feasible location tracking system which can continually track miners and equipment within 50 feet accuracy or less. All of the systems described above theoretically hold the potential for this level of accuracy. However, it is recognized that there will be tradeoffs that need to be evaluated between accuracy, costs, survivability, and practicality of the implementation.

Zone based systems which keep track of the general area or zone that a miner is in, such as active RFID tags on the miner with fixed reader locations, are not likely to be eligible under this RFP. These systems are reasonably well understood and are not likely to achieve the stated accuracy objective, although they may ultimately be deemed adequate by future interpretations of the MINER act by MSHA.

Similarly, wireless mesh based approaches which rely on the infrastructure in the mine to make the determination of location are not likely candidates under this RFP due to a) the level of accuracy typically achievable in a mine and b) the high level of dependence on the in mine infrastructure surviving a disaster on an intact basis to render the determination. A requirement to provide location tracking was included in the previous NIOSH wireless mesh RFP.

As stated earlier, the primary characteristics that differentiates the location tracking solutions of interest in this RFP are 1) the location determination is based on active components that are carried on the miner and does not depend on active devices in the mine and 2) the accuracy of the location determination is high (less than 50 feet). A communications link may be required to get the information to the surface, but even with out the communications link the location determination is being maintained. The specification of the data rates and other requirements of the communications data link to transmit the positional information from the location system to the surface is part of this project. However, actual development of the data link to transmit the data to the surface is beyond scope of this project. Demonstration of the Phase 1 goals of this project, as detailed below, will be accomplished through a local computer in the mine that will serve as the data analysis subsystem for the purpose of this project.

It is anticipated that the integration of the product with a data link solution such as a data capable UHF radio in conjunction with a modified leaky feeder system, MF data capable radio, or other solution will be a part of the Phase II and III project.



The project will be conducted in three phases as described below: Phase I is funded under the scope of the initial contract, Phase II and III will be awarded separately as an amendment to this contract based on availability of funds and the sole discretion of NIOSH.

#### PHASE I - System Description and Feasibility Testing

The contractor will prepare prototype units and supporting equipment necessary to test and demonstrate the accuracy of the system in a mining environment or an acceptable alternative. The NIOSH experimental mine is available for this purpose, but alternative locations will be considered if mutually agreed to by NIOSH and the contractor. The contractor will propose a system test plan and conduct the tests sufficient to demonstrate the accuracy of the system. The contractor will document the results of the feasibility test and provide it in a report to NIOSH.

The contractor will also prepare a detailed system description for the proposed system that includes information about the following system aspects:

- Program information such as a detailed program schedule, methods to track program status, earned value metrics.
- Rough Order of Magnitude (ROM) lifecycle cost estimate for a mine operator.
- Information about intellectual property rights for the proposed solution.
- Maintenance and calibration procedures for ensuring the system accuracy and availability.
- Data rate and protocols required for a data link to the surface.
- Processing requirements for the data to be rendered in a usable format.
- User interface expectations.
- Tradeoffs to maximize usability, redundancy, and hardening
- Concept of operations for use in a typical underground coal mine.
- Concept for transmitting location data to the surface.
- Ability of the system to meet the system design requirements described in Phase II below.
- The research issues discussed in the background will be addressed in detail

The contractor will also prepare a commercialization and implementation plan which will describe how the contractor intends to deliver the system as a commercially accepted product within the mining industry. At a minimum this plan will identify:

- Manufacturing resources
- Product design and development resources
- Strategic partners for integration of product with other devices
- Sales and distributions channels
- Post Sales Support providers
- Installation resources
- Training requirements and resources
- Coal mine operations expertise and resources

Within five (5) months after contract award, the contractor will deliver the Phase I report. The report will include the results of the feasibility test and the detailed system description as well as the commercialization and implementation plan. Complete documentation of the processes, test results and rationale leading to the proposed system concept will also be included. NIOSH review and approval on the system concept description and approval of additional funding will be required prior to the start of Phase II. NIOSH will review the Phase I report and make a determination within thirty (30) days of receipt of the report.

#### PHASE II – Design

##### Task 1 Design

The contractor will design a complete electronic tracking system as outlined in the approved system description from Phase I. If underground measurements are needed to investigate an issue, NIOSH will, if requested, provide access to a suitable site. In particular, the design must be such that:

1. The system must be able to operate in conductor free areas as well as in tunnels with conductors.
2. The portable unit must be capable of being carried unobtrusively by a miner during a shift.
3. Portable units must have a battery life in excess of 24 hours between charges.
4. The radio system should not cause interference to, or be susceptible to interference from, existing mine communication, instrumentation, and control systems.
5. Portable units must be capable of being certified Intrinsically Safe by MSHA Approval and Certification.

Within three (3) months after acceptance of the Phase I report and the approval to proceed, the contractor will deliver the System Design report and the System Development Plan. The report will include detailed equipment design and performance specifications and drawings. Complete documentation of the processes, test results and rationale leading to the specifications will also be included.

### PHASE III – Long Term Test and Evaluation

#### Task 1 Test Unit Manufacturing and Installation

NIOSH will have thirty (30) days to review and approve the Phase II System Design report. The contractor will have six (6) months from the approval to proceed to manufacture and install a pre-production system for long term evaluation in an underground mine. In addition, the contractor will deliver all information necessary to apply to MSHA approval and make application for approval for an Intrinsically Safe system under 30 CFR Part 23 “Telephone and Signaling devices”.

NIOSH will apply for the necessary experimental permits to enable the in-mine evaluation. Once the permits are received, the contractor will be notified and directed to schedule the in-mine installation and test at a time mutually agreeable with the mine operator and NIOSH personnel.

#### Task 2 Site Visit and Test Plan

Concurrent with Task 1 above the contractor will develop a plan for the long term evaluation of the tracking system. NIOSH has developed partnerships within the coal mining industry to evaluate novel communication systems. These communications systems are anticipated to be able to provide the necessary data link for the location system.

Several mines have been selected as the test sites. The contractor will schedule a joint meeting with NIOSH, the manufacturer of the communication system, and mine personnel at the mine site to observe and discuss the intended areas for the installation and evaluation. It is the contractor’s responsibility to gather all needed data. A test plan will be developed by the contractor in concert with mine personnel and NIOSH representatives to demonstrate and evaluate system performance. It should provide objective measurements of accuracy and suitability for use in the mining environment under both normal and emergency conditions and clearly indicate what data will be collected and reported. The final test plan shall be delivered along with the test hardware.

#### Task 3 - Evaluation and Final Report

Sixty (60) days after completion of the installation agreed to under Task 1 above, the contractor will deliver a final report with all test results and recommendations for further development if needed.

## **Section D - Packaging And Marking**

There are no clauses/provisions included in this section. See the Section F – Deliveries or Performance, Subsection F.3., Deliverable Documentation (Jul 1999), and Subsection F.4., Deliverable Equipment.

## Section E - Inspection And Acceptance

FAR SOURCE	TITLE AND DATE
52.246-16	Responsibility for Supplies (Apr 1984)

### E.1 FAR 52.246-7 Inspection of Research and Development - Fixed-Price (Aug 1996)

(a) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(b) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the premises of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(c) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises.

(d) The Government shall accept or reject the work as promptly as practicable after delivery, unless otherwise specified in the contract. Government failure to inspect and accept or reject the work shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming work. Work is nonconforming when it is defective in material or workmanship or is otherwise not in conformity with contract requirements.

(e) The Government has the right to reject nonconforming work. If the Contractor fails or is unable to correct or to replace nonconforming work within the delivery schedule (or such later time as the Contracting Officer may authorize), the Contracting Officer may accept the work and make an equitable price reduction. Failure to agree on a price reduction shall be a dispute.

(f) Inspection and test by the Government does not relieve the Contractor from responsibility for defects or other failures to meet the contract requirements that may be discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise specified in the contract. If acceptance is not conclusive for any of these causes, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor –

(1) At no increase in contract price, to correct or replace the defective or nonconforming supplies (work) at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule; or

(2) Within a reasonable time after the Contractor's receipt of notice of defects or nonconformance, to repayment of such portion of the contract price as is equitable under the circumstances if the Government elects not to require

correction or replacement. When supplies (work) are (is) returned to the Contractor, the Contractor shall bear transportation costs from the original point of delivery to the Contractor's plant and return to the original point of delivery when that point is not the Contractor's plant.

(End of Clause)

## **E.2 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)

### F.1 Place(s) of Performance (Jul 1999)

The Contractor shall perform all work under this contract at: the contractor facility and at a cooperating operating underground coal mine.

(End of Clause)

### F.2 Period of Performance (Jul 1999)

The effective date of this contract shall be the date shown in Block 28, Page 1 of this contract. The period of performance is anticipated to be a base period of performance of six (6) months, beginning on the effective date of the contract. Thereafter, the Government anticipates one (1) twelve (12) calendar month optional period ending so that the full term of the contract does not exceed eighteen (18) months. Option periods are exercised at the discretion of the Government.

### F.3 Deliverable Documentation (Jul 1999)

#### (a) Documentation

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

#### (1) Quarterly Technical/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.

#### (2) Monthly Property Report

(i) Quantity: Two (2) copies.

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

#### (3) CLIN 0001 Base Contract Item - Phase I System Description 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 five (5) months after the effective date of the contract.

(4) CLIN 0002 Option Item - Phase II System Design Report / System Development Plan

(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 nine (9) months after the effective date of the contract.

(5) CLIN 0002 Option Item – Phase III Task 1 MSHA Approval Application Information Package

(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 ten (10) months after the effective date of the contract.

(6) CLIN 0002 Option Item – Site Visit / Oral Review

(i) Quantity: One (1) site visit / review.

(ii) Due Date: On or before eleven (11) months after the effective date of the contract.

(7) CLIN 0002 Option Item – Phase III Task 2 Draft Test Plan

(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 fourteen (14) months after the effective date of the contract.

(8) CLIN 0002 Option Item – Phase III Task 2 Final Test Plan

(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 sixteen (16) months after the effective date of the contract.

(9) CLIN 0002 Option Item – Phase III Task 3 Test Result and Development Recommendation Final Report

(i) Quantity: Two (2) copies plus reproducible master in print and 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 eighteen (18) months after the effective date of the contract.

(b) Report Content

(1) Quarterly Technical/Financial Report

The Contractor shall prepare and submit quarterly technical/financial progress reports in narrative form which shall contain technical results of the work accomplished during the reporting period. This report shall be in sufficient detail to disclose all work started and results achieved during the reporting period, an indication of any current problems which may impede performance, the proposed corrective action, and the work forecast for the next period. This document shall report progress and planning so as to correspond with the work schedule contained in the approved program plan. The Contractor shall prepare and submit quarterly financial reports which will summarize in tabular form the expenditures for the current quarter and the cumulative expenditures through the current quarter. The report shall contain a detailed actual price breakdown in the same categories which appeared in the Contractor's price proposal (including the extent of cost sharing) both for the current quarter and cumulatively through the

current quarter. 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.

(2) Monthly Property Report

The Contractor shall prepare and submit a report on property as required by the clause entitled "Government Property" (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts)(APR 1984) Section I - Contract Clauses. (Content, due date and quantity, phase reports, task reports, program plan, oral reviews and special requirements will be handled on an individual basis.)

(3) CLIN 0001 Base Contract Item - Phase I System Description Report

The Contractor shall prepare and submit a Phase I System Description Report as noted in Section C – Description / Specification / Work Statement.

(4) CLIN 0002 Option Item - Phase II System Design Report / System Development Plan

The Contractor shall prepare and submit a Phase II System Design Report / System Development Plan as noted in Section C – Description / Specification / Work Statement.

(5) CLIN 0002 Option Item – Phase III Task 1 MSHA Approval Application Information Package

The Contractor shall prepare and submit a Phase III Task 1 MSHA Approval Application Information Package as noted in Section C – Description / Specification / Work Statement.

(6) CLIN 0002 Option Item – Phase III Task 2 Site Visit / Oral Review

The Contractor shall prepare and present Phase III Task 2 Site Visit / Oral Review as noted in Section C – Description / Specification / Work Statement.

(7) CLIN 0002 Option Item – Phase III Task 2 Draft Test Plan

The Contractor shall prepare and submit a Phase III Task 2 Final Test Plan as noted in Section C – Description / Specification / Work Statement.

(8) CLIN 0002 Option Item – Phase III Task 2 Final Test Plan

The Contractor shall prepare and submit a Phase III Task 2 Final Test Plan as noted in Section C – Description / Specification / Work Statement.

(9) CLIN 0002 Option Item – Phase III Task 3 Test Result and Development Recommendation Final Report

The Contractor shall prepare and submit a Phase III Task 3 Test Result and Development Final Report as noted in Section C – Description / Specification / Work Statement. Upon completion of all work under the contract, the Contractor shall prepare and submit to the Government a final report covering in detail all the work accomplished under the contract. The final report shall document and summarize the entire contract work and shall include recommendations and conclusions based on the experience and results obtained. The final report shall include tables, graphs, photos, and diagrams in sufficient detail to comprehensively explain the results achieved under the contract. The report shall also include an analysis of salient findings, a presentation of general conclusions, and any guidance or recommendations deemed pertinent for future consideration by the National Institute for Occupational Safety and Health. The final report shall also include a list of "Subject Inventions" or a certification of the absence thereof.

(c) Reporting Period



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

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

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

(d) Delivery of Reports

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

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

Attention: John J. Carolan  
Contract No.: TBD

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

(End of Clause)

**F.4 Deliverable Equipment**

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

Description: Location Tracking System - A fully operational location tracking system for in-mine demonstration, as designed and developed in Phases I and II. Included are twenty-five (25) tracking devices and software for display of tracking information on a local computer. Upon successful completion of the contract, the location tracking system will become the property of NIOSH.

Quantity: One (1) Location Tracking System.

Due Date: Upon Completion of Phase III .

(b) Marking of Equipment Shipments

The Contractor shall mark all equipment shipments under this contract for delivery as follows:

National Institute for Occupational Safety and Health  
Pittsburgh Research Laboratory  
C/O Cooperating Mine – TO BE DETERMINED  
Location expected to be in the north central West Virginia and south western Pennsylvania area

Mark Attention To: NIOSH / PRL / C/O Cooperating Mine To Be Determined  
Contract No.: To Be Determined

(c) Place of Delivery - Equipment

The article(s) to be furnished hereunder shall be delivered, all transportation charges paid by the Contractor to the address cited in (b). above in accordance with the clause of Section I entitled "F.O.B. Destination" (FAR 52.247-34).

## **Section G - Contract Administration Data**

### **G.1 Decision Point - Phased Statement of Work**

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

### **G.2 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.3 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.4 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.5 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.6 Payments/Payment Schedule**

The total of the work to be performed by the Contractor under this contract is firm fixed price at \$TBD. Subject to the provisions of the clause entitled "Payments (APR 1984)" of Section I, payments shall be made on partial deliveries accepted by the Government as work progresses. All vouchers shall reflect the exact task(s) and dates covered (i.e., Task 1 - 1/28 September 1999). The amounts set forth in the vouchers shall correspond by nomenclature to the task or sub-task set forth in the contract. All vouchers shall reflect itemized cumulative totals of billings to the date of that voucher.

(End of Clause)

**G.7 Payment by Electronic Funds Transfer (Dec 2005) (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.8 Invoice Submission - Part 1 (Mar 2006)**

(a) The Contractor shall submit the original contract invoice/voucher to the 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 via facsimile or email:

Fax: 404-638-5324

Email: [FMOAPINV@CDC.GOV](mailto:FMOAPINV@CDC.GOV)

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

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

(c) The Contractor is , is not  required to submit a copy of each invoice directly to the Project Officer concurrently with submission to the Contracting Officer.

(d) 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.

(e) 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 in (c)(1).
- (13) DUNS + 4 Number

(End of Clause)

**G.9 Invoice Submission - Vouchers**

Contract payments shall be made on a task or sub-task basis as work progresses in the following schedule of payments. Partial payment is authorized after the completion of each task or sub-task in accordance with the following schedule.

CLIN 0001 Base Contract Item - Phase I Report - System Description –  
\$ \_\_\_\_\_

CLIN 0002 Option Item - Phase II System Design Report and System Development Plan –  
\$ \_\_\_\_\_

CLIN 0002 Option Item – Phase III Task 1 MSHA Approval Application Information Package –  
\$ \_\_\_\_\_

CLIN 0002 Option Item – Site Visit / Oral Review –  
\$ \_\_\_\_\_

CLIN 0002 Option Item – Phase III Task 2 Draft Test Plan -  
\$ \_\_\_\_\_

CLIN 0002 Option Item – Phase III Task 2 Final Test Plan -  
\$ \_\_\_\_\_

CLIN 0002 Option Item – Phase III Task 1 Location Tracking System –  
\$ \_\_\_\_\_

CLIN 0002 Option Item – Phase III Task 3 Test Result and Development Recommendation Final Report -  
\$ \_\_\_\_\_

**G.10 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.11 Marking Requirements (May 1998)**

The contractor must mark/stencil all shipping containers with the following information:

the contract number from Page 1 of the contract.

If material is hazardous chemical, include in Description of Contents.

(End of Clause)

**G.12 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.13 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.14 Subcontracting Plan (Jul 1999)**

The Contractor's subcontracting plan, as negotiated, submitted in response to Solicitation 2007-N-09216, is hereby incorporated into this contract by reference.

(End of Clause)

## Section H - Special Contract Requirements

### H.1 Key Personnel (Dec 2002)

The key personnel cited below are considered essential to the work performed under the contract. If these individuals leave the Contractor's employ or are reassigned to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The Contractor shall not replace or divert any key personnel without the written consent of the Contracting Officer. If a suitability determination of the approved substituted key personnel is required, the contractor shall comply with the instructions in clause titled "Suitability Determination Requirements (Nov 2002)" to obtain the determination.

Personnel

Title

(End of Clause)

### H.2 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 52.244-5 (see Section I, FAR 52.244-5, 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.3 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)

**H.4 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)

**H.5 Incorporation of Technical Proposal (May 1998)**

The Contractor's technical proposal, including all revisions thereto, submitted in response to RFP 2007-N-09216 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.6 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.7 Identification of Data (May 1998)**

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

(End of Clause)

### **H.8 Review and Comment (May 1998)**

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

(End of Clause)

### **H.9 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.10 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.11 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.12 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.13 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)

## 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):

<http://www.acqnet.gov>

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

[Insert one or more Internet addresses]

(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.

FAR SOURCE	TITLE AND DATE
52.202-1	Definitions (Jul 2004) (Deviations)(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)
52.209-6	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)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications (Oct 1997)
52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications (Oct 1997)

52.215-15	Pension Adjustments and Asset Reversions (Oct 2004)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Alternate IV (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications - Alternate IV (Oct 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)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (Jul 2005)
52.222-19	Child Labor-Cooperation with Authorities and Remedies (Jan 2006)
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)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)
52.223-3	Hazardous Material Identification and Material Safety Data - Alternate I (Jul 1995)
52.223-6	Drug-Free Workplace (May 2001)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)
52.225-1	Buy American Act - Supplies (Jun 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)

52.227-12	Patent Rights - Retention by the Contractor (Long Form) (Jan 1997)
52.227-14	Rights in Data - General (Jun 1987)
52.229-3	Federal, State, and Local Taxes (Apr 2003)
52-230-2	Cost Accounting Standards (Apr 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Apr 1998)
52.230-5	Cost Accounting Standards - Educational Institution (Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Apr 2005)
52.232-1	Payments (Apr 1984)
52.232-8	Discounts for Prompt Payment (Aug 2005)
52.232-9	Limitation on Withholding of Payments (Aug 2005)
52.232-11	Extras (Aug 2005)
52.232-17	Interest (Jun 1996)
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)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.242-13	Bankruptcy (Jul 1995)
52.243-1	Changes - Fixed Price (Aug 1987)
52.243-1	Changes - Fixed Price - Alternate V (Apr 1984)
52.244-5	Competition in Subcontracting (Dec 1996)
52.245-2	Government Property (Fixed-Price Contracts) (May 2004)
52.246-25	Limitation of Liability - Services (Feb 1997)
52.247-34	F.O.B. Destination
52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)
52.248-1	Value Engineering (Feb 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price). (May 2004)
52.249-9	Default (Fixed-Price Research and Development) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
<b>HHSAR SOURCE</b>	<b>TITLE AND DATE</b>
352.232-9	Withholding of Contract Payments (Apr 1984)
352.270-4	Pricing of Adjustments (Jan 2001)
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.3 FAR 52.216-5 Price Redetermination - Prospective (Oct 1997)

(a) *General.* The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that –

(1) The prices for supplies delivered and services performed before the first effective date of price redetermination (see paragraph (c) of this clause) shall remain fixed; and

(2) In no event shall the total amount paid under this contract exceed any ceiling price included in the contract.

(b) *Definition.* “Costs,” as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) *Price redetermination periods.* For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract to six (6) months, (see Note (1)) and the second and each succeeding period shall extend for twelve (12) months from the end of the last preceding period, except that the parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(d) *Data submission.*

(1) Not more than sixty (60) nor less than thirty (30) (see Note (2)) days before the end of each redetermination period, except the last, the Contractor shall submit –

(i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and –

(A) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-2, FAR 15.408, or in any other form on which the parties may agree;

(B) Sufficient data to support the accuracy and reliability of this estimate; and

(C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and

(ii) A statement of all costs incurred in performing this contract through the end of the eighteenth (18) month (see Note (3)) before the submission of proposed prices in the format of Table 15-2, FAR 15.408 (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for –

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

(2) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded –

(i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) of this section for –

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and

(ii) Any other relevant data that the Contracting Officer may reasonably require.

(3) If the Contractor fails to submit the data required by subparagraphs (d)(1) and (2) of this section, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(e) *Price redetermination.* Upon the Contracting Officer's receipt of the data required by paragraph (d) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.

(f) *Contract modifications.* Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.

(g) *Adjusting billing prices.* Pending execution of the contract modification (see paragraph (f) of this section), the Contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.

(h) *Quarterly limitation on payments statement.* This paragraph (h) applies only during periods for which firm prices have not been established.

(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing –

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) The statement required by subparagraph (h)(1) of this section need not be submitted for any quarter for which either no costs are to be reported under subdivision (h)(1)(ii) of this section, or revised billing prices have been established in accordance with paragraph (g) of this section, and do not exceed the existing contract price, the Contractor's price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.



(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (h)(1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (h)(1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C.1481 and by the amount of previous refunds or credits affected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(4) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(i) *Subcontracts.* No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(j) *Disagreements.* If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.

(k) *Termination.* If this contract is terminated, prices shall continue to be established in accordance with this clause for –

(1) completed supplies and services accepted by the Government and

(2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(End of Clause)

Notes:

(1) Express in terms of units delivered, or as a date; but in either case the period should end on the last day of a month.

(2) Insert the numbers of days chosen so that the Contractor's submission will be late enough to reflect recent cost experience (taking into account the Contractor's accounting system), but early enough to permit review, audit (if necessary), and negotiation before the start of the prospective period.

(3) Insert "first," except that "second" may be inserted if necessary to achieve compatibility with the Contractor's accounting system.

#### **I.4 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within six (6) months; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eighteen (18) months (months) (years).

(End of Clause)

**I.5 FAR 52.215-19 Notification of Ownership Changes (Oct 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall –

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

**I.6 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.7 FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)**

(a) Definition. As used in this clause—

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

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

##### Notice to Employees

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

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

bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

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

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

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

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

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

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

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

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

#### **I.8 FAR 52.244-6 Subcontracts for Commercial Items (Sep 2006)**

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

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

(46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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

(End of clause)

**I.9 HHSAR 352.202-1 Definitions (Jan 2001)**

(a) Substitute the following as paragraph (a):

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

(b) Add the following paragraph (h) or its alternate, as appropriate:

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

or

Alternate:

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

(End of Clause)

**Section J - List Of Attachments**

A	ACH Vendor/Miscellaneous Payment Enrollment Form
B	Contractor Performance Reports (Fixed Price Contracts)
C	Table 15-2 Instructions for Submitting Cost/Price Proposals When Cost or Pricing are Required
D	Sample Client Authorization Letter

## 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 [*insert NAICS code*].

(2) The small business size standard is 500 Employees [*insert size standard*].

(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 proceeding 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 52.230-1 Alternate I Cost Accounting Standards Notices and Certification - Alternate I (Apr 1996)

As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

(End of Alternate)

**K.4 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.5 Contact for Negotiation/Administration (May 1998)**

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street) (City) (State) (Zip Code)

Area Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

Bidder/Offeror is located in \_\_\_\_\_ Congressional District.

Contract will be performed in \_\_\_\_\_  
(State) (City) (Congressional District)

(End of Clause)

**K.6 Certification (May 1998)**

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

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

\_\_\_\_\_  
(Name of offeror) (Solicitation Number)

\_\_\_\_\_  
(Signature of Authorized Individual) (Date)

\_\_\_\_\_  
(Typed Name of Authorized Individual)

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

(End of Clause)

**K.7 Online Representations and Certification Application (ORCA) (Dec 2005)**

(a) 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.

(b) 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 Clause)

## Section L - Instructions, Conditions, And Notices To Offerors

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

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

<http://www.acqnet.gov>

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

*[Insert one or more Internet addresses]*

(End of Provision)

FAR SOURCE	TITLE AND DATE
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.215-16	Facilities Capital Cost of Money (Jun 2003)

### L.2 FAR 52.215-1 Instructions to Offerors - Competitive Acquisition (Jan 2004)

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

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

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

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

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

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

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

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

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

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

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

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

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

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

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

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

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

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

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

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

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

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

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
  - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (iv) A summary of the rationale for award.
  - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.



(End of Provision)

### **L.3 HHSAR 352.215-1 Instructions to Offerors -- Competitive Upgrade (Jan 2004)**

Insert the following paragraph (e) in place of paragraph (e) of the provision at FAR 52.215-1:

(e) Restriction on disclosure and use of data.

(1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 522, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act. The legend reads:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

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

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).

(2) In addition, the offeror should mark each page of data it wishes to restrict with the following statement:

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

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

(End of Clause)

### **L.4 FAR 52.204-6 Data Universal Numbering System (DUNS) Number (Oct 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number –

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

#### **L.5 FAR 52.204-7 Central Contractor Registration (Jul 2006)**

(a) Definitions. As used in this clause—

“*Central Contractor Registration (CCR) database*” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“*Data Universal Numbering System (DUNS) number*” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“*Data Universal Numbering System +4 (DUNS+4) number*” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“*Registered in the CCR database*” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor

will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the

Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### **L.6 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.7 FAR 52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of a Firm Fixed Price with Prospective Price Redetermination Option [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.

(End of Provision)

**L.8 FAR 52.219-24 Small Disadvantaged Business Participation Program - Targets (Oct 2000)**

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

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

(End of provision)

**L.9 FAR 52.233-2 Service of Protest (Sep 2006)**

**Service of Protest (Sept 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 **Larry E Guess, Centers for Disease Control and Prevention, Acquisition and Assistance Field Branch V, Post Office Box 18070, 626 Cochran Mill Road, Building 140, Pittsburgh, PA 15236-0070.** [*Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.*]

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

(End of provision)

**L.10 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 **seven (7) each separate detachable business/cost proposal and technical proposal response** copies of your proposal to:

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

Attn: John J. Carolan  
Solicitation No. 2007-N-09216

(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.11 Incorporation of Technical Proposal (Dec 2005)**

(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.

(End of Provision)

#### **L.12 Technical Proposal Instructions (Feb 2000)**

(a) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's statement of work will not be eligible for award. The technical proposal should be in as much detail as considered 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 the offeror's understanding of the work can be evaluated.

(c) Offerors must, at a minimum, address each of the following technical evaluation criteria:

- (1) Understanding the Purpose and Objectives

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

(2) Management Approach

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

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

(3) Technical Approach

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

(4) Personnel and Facilities and Equipment

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

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

(5) Corporate Experience

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

Format

Submit the Technical Proposal in the following format:

Technical/Management Proposal Outline  
 Executive Summary  
 Table of Contents  
 List of Figures  
 Introduction  
 Overview of Objectives, Background, and Approach

Special Topics

Include a detailed concise presentation of each of the following special topics:

**- Provide a detailed project completion timeline for each phase of the contract.**

**- See Section M - Evaluation Factors for Award, Subsection M.3, Evaluation Factors. Please refer to Section M - Evaluation Factors for Award, Subsection M.3, Evaluation Factors, for the rationale and precise criteria by which proposals resulting from this solicitation will be evaluated.**

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 – This is General Past Performance Information Related to the Technical Proposal

Other Than Specific Past Performance Information Required for Evaluation in Provisions L.14, Past Performance Information, and M.3, Past Performance Evaluation.

(End of Provision)

**L.13 Business Proposal Instructions (Negotiated Fixed Price) (Apr 2000)**

The business proposal shall be comprised of the following elements:

(a) Contract Form, Section B, and Representations and Certifications

The contract form found in Part I, Section A, a completed copy of Section B (Supplies or Services and Prices/Costs), and the completed Representations and Certifications contained in Part IV, Section K, of this solicitation. The contract form and the Representations and Certifications must be executed in the indicated places by an official authorized to bind the offeror.

(b) Audited Financial Statements

A copy of the offeror's audited financial statements for the last three (3) complete fiscal years. If audited financial statements are not available, provide the most recent review, compiled or internally prepared financial statements. Such statements should include, as a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). In addition, provide an internally prepared financial statement for the most recent fiscal quarter and a listing of any accounts payable that were 90 days or more past due as of the end of that most recent quarter along with an explanation of why these accounts were overdue.

(c) Staffing Plan

The staffing plan included in the technical proposal shall be included in the business proposal, along with the proposed hourly rate for each proposed labor category.



**(d) Cost and Pricing Data**

Cost and pricing data is not required with initial proposals. If it is determined at a later date that cost and pricing data is required, the offeror must submit supporting cost and pricing data adequate to establish the reasonableness of the proposed amounts.

**(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**

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

(2) 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.

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

(4) The offeror must demonstrate that it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. In addition to the submission of financial statements, this includes submission of information regarding available line of credit, bonding capability, and available plant and facilities for contract performance. (If assistance from outside sources is required, indicate the amount required and the anticipated source(s).)

(5) 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 provide 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.

(6) 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.

(End of Clause)

**L.14 Past Performance Information (Jan 2000)**

(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 part of their business proposal. The offeror should include the last six (6) 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 (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.15 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 03/14/07, and maybe submitted via facsimile to 412-386-6429, via e-mail to JCAROLAN@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.16 Incurring Costs (May 1998)**

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

(End of Provision)

## **Section M - Evaluation Factors For Award**

### **M.1 FAR 52.217-5 Evaluation of Options (Oct 2004)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

### **M.2 Technical Strength More Important than Cost/Price (Jan 2000)**

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 Clause)

### **M.3 Evaluation Factors**

This section is intended to explain the rationale and precise criteria by which proposals resulting from this solicitation will be evaluated. Offerors are advised that they are not restricted as to what is presented in their proposals, as long as sufficient material is provided to allow evaluation of specific proposal elements defined below. Proposals submitted in response to this solicitation shall be evaluated according to the following criteria and point breakdown. The Government will evaluate each proposal to make a preliminary competitive range determination using the technical scores for evaluation criteria (a) through (d). The Government will proceed to evaluate the Past Performance Information (PPI, Criteria M.3) of those offerors within the preliminary competitive range and will add each offeror's PPI score to their preliminary evaluation score. The Government will then proceed with a second competitive range determination (if necessary) based upon each offeror's total technical evaluation score also considering each offeror's business proposal.

- (a) System design and completeness demonstrating the bidders understanding of the project as evidenced by the soundness of the proposal. This includes consideration of the feasibility of the approach in a real world underground mine environment. – 40 Points
- (b) Qualifications and experience of project personnel in the arena of design, development and deployment of dead reckoning or other non-GPS location determination systems. – 30 Points
- (c) Demonstrated experience with the design, prototyping and testing of dead reckoning systems or other non-GPS based location determination system. – 20 Points
- (d) Demonstrated experience with the development of a Graphical User Interface of a map based display of the location tracked items. – 10 Points

### **M.4 Past Performance Evaluation (Numerical Scoring) (Nov 1999)**

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 completion of the review of the business proposals and technical proposals)**. *(Contract Specialist to delete whichever choice is not appropriate.)*

(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 improbable. 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.5 Evaluation of Small Disadvantaged Business Participation Factor (Jul 2000)**

The Government will evaluate the Small Disadvantaged Business (SDB) Participation Plan for those offerors within the competitive range. Offerors who are themselves SDB's should note that this evaluation factor will only be applied to those SDB offerors declining the price evaluation adjustment for SDB concerns. (See the provision entitled Price Evaluation Adjustment for Small Disadvantaged Business Concerns in Section K and FAR 52.219-23). If award is made without discussions, the factor will be evaluated for all 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 -10 to +10.

+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)

## **M.6 Multiple Awards**

Pursuant to Provision L.2, FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (Jan 2004), Section (f), Contract Award, Paragraph (6), the Government reserves the right to make multiple awards, if it is in the best interest of the Government to do so. Multiple awards however, will be made only for CLIN 0001 for the Phase I - System Description and Feasibility Assessment. Upon completion of CLIN 0001, an exercise of the firm fixed price with prospective price redetermination Option Item CLIN 0002 for the Phase II – Design and the Phase III - Long Term Test and Evaluation will be made to only one source. Upon completion and submission of the CLIN 0001 Base Contract Item - Phase I System Description Report, by any and all CLIN 0001 base contract awardees, exercise of the option will be made under the authority and procedures of FAR 17.207, Exercise of Options. Upon review of the CLIN 0001 Base Contract Item - Phase I System Description Report, or multiple base contract awardee reports, the exercise of a single option, for Option Item CLIN 0002 for the Phase II – Design and the Phase III - Long Term Test and Evaluation, will be based upon a review of the CLIN 0001 report or reports, and rated for option exercise in comparison to the following technical evaluation factors.

### **SELECTION CRITERIA FOR THE CLIN 0002 PHASE 2 AND PHASE 3 SINGLE OPTION EXERCISE**

This section is intended to explain the rationale and precise criteria by which the CLIN 0001 Base Contract Item - Phase I System Description Report resulting from any base contract award or awards will be evaluated for any

potential single option exercise for the CLIN 0002 for the Phase II – Design and the Phase III - Long Term Test and Evaluation

There will be a minimum accuracy requirement established at the time of the Phase 2 selection that any solution will be required to achieve in order to be considered for the next step. If the accuracy was not achieved in the Phase 1 demonstration, then the offeror will not be eligible for Phase 2 and 3. The accuracy requirement and determination of compliance will be made based on the Government's sole interpretation of results and comparison of alternatives evaluated in Phase 1.

(a) Viability of the commercialization, manufacturing, and deployment plans for the proposed system and consideration of schedule risks. This includes plans for integration of the tracking systems with the underground communications systems in the mine environment. – 40 Points

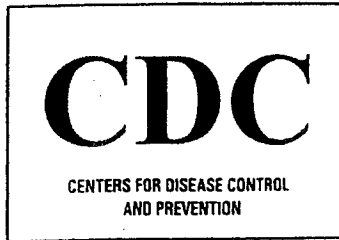
(b) Estimated feasibility of introducing the tracking device into the mine environment with the least amount of impact on the miner through miniaturization or integration with existing devices that the miner is required to carry. – 20 Points

(c) Assessment of the likely survivability of the proposed solution. – 20 Points

(d) Estimate life-cycle cost of the proposed tracking solution to the mine operators on a per miner per year basis. – 20 Points

CLIN 0001 awardees are advised that in CLIN 0001 Base Contract Item - Phase I System Description Report evaluation, paramount consideration shall be given to technical reports rather than to price, unless as a result of technical evaluations, CLIN 0001 reports are judged to be essentially equal, in which case price shall become the determining factor.

Option exercise, if any, shall be made to that CLIN 0001 awardee submitting the CLIN 0001 report technical and price determined to be the most advantageous and the best value to the Government as evaluated under the criteria described in this section.



## VENDOR PAYMENTS: DIRECT DEPOSIT REQUIRED

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

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

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

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

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

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

Complete the form today and fax ~~404-687-4005~~ to 404.638.5342 or return it to:  
Centers for Disease Control and Prevention  
Box 15580  
MS D-06  
Attn: Accounts Payable ACH Dept  
Atlanta, GA 30333

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

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



# ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

CDC FMO  
REVISED 0/20/03

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

## PRIVACY ACT STATEMENT

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

## AGENCY INFORMATION

FEDERAL PROGRAM AGENCY <b>CENTERS FOR DISEASE CONTROL &amp; PREVENTION</b>		
AGENCY IDENTIFIER: <b>CDC</b>	AGENCY LOCATION CODE (ALC): <b>7509-0421</b>	ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP
ADDRESS <b>P. O. BOX 15580 MS D06</b>		
<b>ATLANTA, GA 30333</b>		
CONTACT PERSON NAME: <b>Customer Service</b>		TELEPHONE NUMBER: <b>(404) 498-4050</b>
ADDITIONAL INFORMATION		FAX <b>(404) 638-5342</b>

## PAYEE/COMPANY INFORMATION

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

## FINANCIAL INSTITUTION INFORMATION

FINANCIAL INSTITUTION NAME:		
ADDRESS ( OR BRANCH):		
CITY:	STATE:	ZIP:
NINE-DIGIT ROUTING TRANSIT NUMBER:		
DEPOSITOR ACCOUNT NUMBER:		
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS		
ACH COORDINATOR NAME OR AUTHORIZED OFFICIAL AT FINANCIAL INSTITUTION ( NOT REQUIRED):		TELEPHONE NUMBER: (    )



**CONTRACTOR PERFORMANCE REPORT (FIXED PRICE CONTRACTS) (OMB NO.: 9000-0142)**

Final  Interim - Period Report: From \_\_\_\_\_ To \_\_\_\_\_

1. Contractor Name and Address: \_\_\_\_\_

2. Contract Number: \_\_\_\_\_

3. Contract Value (Base Plus Option): \_\_\_\_\_

4. Contract Award Date: \_\_\_\_\_

Contract Completion Date: \_\_\_\_\_

5. Type of Contract: (Check all that apply)  FP  FP-EPA  
 ID/IQ  BOA  Requirements  Labor Hour  T&M  SBSA 8(a)  SBIR  Sealed Bid  Negotiated  
 Competitive  Non-Competitive  Other (Specify) \_\_\_\_\_

6. Description of Requirement: \_\_\_\_\_

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

<b>QUALITY OF PRODUCT OR SERVICE</b>	0 1 2 3 4 5
Comments: _____ _____ _____ _____	
<b>VALUE</b>	0 1 2 3 4 5+
Comments: _____ _____ _____ _____	
<b>TIMELINESS OF PERFORMANCE</b>	0 1 2 3 4 5+
Comments: _____ _____ _____ _____	
<b>BUSINESS RELATIONS</b>	0 1 2 3 4 5+
Comments: _____ _____ _____ _____	
<b>TOTAL</b>	
MEAN SCORE (Divide total rating above the number of areas rated): _____	

**8. KEY PERSONNEL**

Project Manager: Name: \_\_\_\_\_

Comments/Rating: \_\_\_\_\_

Employment Dates \_\_\_\_\_

Name: \_\_\_\_\_

Comments/Rating: \_\_\_\_\_

Employment Dates \_\_\_\_\_

Name: \_\_\_\_\_

Comments/Rating: \_\_\_\_\_

Employment Dates \_\_\_\_\_

Name: \_\_\_\_\_

Comments/Rating: \_\_\_\_\_

Employment Dates \_\_\_\_\_

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

10. Project Officer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

11. **CONTRACTORS REVIEW:** Were comments, rebuttals, or additional information provided?  No  Yes. Please attach comments.

12. Contractor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Internet address: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Quality \_\_\_\_\_ Value \_\_\_\_\_ Timeliness \_\_\_\_\_ Business Relations \_\_\_\_\_

Mean Score (Add the ratings above and divide by number of areas rated): \_\_\_\_\_

15. Contracting Officer's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX#: \_\_\_\_\_

Internet Address: \_\_\_\_\_

Date: \_\_\_\_\_

## RATING GUIDELINES

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

	<b>Quality of Product/Service</b>	<b>Value</b>	<b>Timeliness</b>	<b>Business Relations</b>
	<ul style="list-style-type: none"> <li>-Compliance with contract requirements</li> <li>-Accuracy of reports</li> <li>-Appropriateness of personnel</li> <li>-Technical excellence</li> </ul>	<ul style="list-style-type: none"> <li>-Current, accurate, and complete billings</li> <li>-Complaints concerning subcontractor and employee payments</li> <li>-Labor complaints</li> <li>-Price versus Value (quality)</li> </ul>	<ul style="list-style-type: none"> <li>-Net interim milestones</li> <li>-Reliable</li> <li>-Responsive to technical direction</li> <li>-Completed on time, including wrap-up and contract administration</li> <li>-No liquidated damages assessed</li> </ul>	<ul style="list-style-type: none"> <li>-Effective Management</li> <li>-Businesslike correspondence</li> <li>-Responsive to contract requirements</li> <li>-Prompt notification of problems</li> <li>-Reasonable/cooperative</li> <li>-Flexible</li> <li>-Pro-active</li> <li>-Effective contractor recommended solutions</li> <li>-Effective small/small disadvantaged business subcontracting program</li> </ul>
0. Unsatisfactory	Nonconformances are compromising achievement of contract requirements despite use of Agency resources	Value issues are compromising performance of contract requirements	Delays are compromising the achievement of contract requirements, despite use of Agency resources	Response to inquiries technical/service administrative issues is not effective and responsive
1. Poor	Nonconformances require major Agency resources to ensure achievement of contract requirements	Value issues require major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries technical/service administrative issues is marginally effective and responsive
2. Fair	Nonconformances require minor Agency resources to ensure achievement of contract requirements	Value issues require minor Agency resources to ensure achievement of contract requirements	Delays do not significantly impact achievement of contract requirements	Response to inquiries technical/service administrative issues is usually effective and responsive
3. Good	Nonconformances do not impact achievement of contract requirements	Value issues do not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response to inquiries technical/service administrative issues is usually effective and responsive
4. Excellent	There are no quality problems	There are no value issues	There are no delays	Response to inquiries technical/service administrative issues is effective and responsive
5. PLUS	The contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."			

## **CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS**

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

**TABLE 15-2—INSTRUCTIONS FOR SUBMITTING COST/PRICE PROPOSALS WHEN COST OR PRICING DATA ARE REQUIRED**

This document provides instructions for preparing a contract pricing proposal when cost or pricing data are required.

**NOTE 1.** There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

**NOTE 2.** By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

**I. General Instructions**

A. You must provide the following information on the first page of your pricing proposal:

- (1) Solicitation, contract, and/or modification number;
- (2) Name and address of offeror;
- (3) Name and telephone number of point of contact;
- (4) Name of contract administration office (if available);
- (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpressed order, or other);
- (6) Proposed cost; profit or fee; and total;
- (7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
- (8) 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 (other than a noncompliance that the cognizant Federal agency official has determined to have an immaterial cost impact), 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;
- (9) The following statement:  
This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.
- (10) Date of submission; and
- (11) Name, title, and signature of authorized representative.

B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 2.101). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including—

- (a) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
- (b) The nature and amount of any contingencies included in the proposed price.

D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.

E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.

F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.

G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

**TABLE 15-2—INSTRUCTIONS FOR SUBMITTING COST/PRICE PROPOSALS WHEN COST OR PRICING DATA ARE REQUIRED**

**II. Cost Elements**

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

- A. *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, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph IIA(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.
- (1) *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).
  - (2) *All Other.* Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.
- B. *Direct Labor.* Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.
- C. *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.
- D. *Other Costs.* List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.
- E. *Royalties.* If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:
- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers.
  - (4) Patent application serial numbers, or other basis on which the royalty is payable.
  - (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable)
  - (6) Percentage or dollar rate of royalty per unit.
  - (7) Unit price of contract item.
  - (8) Number of units.
  - (9) Total dollar amount of royalties.
  - (10) 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).
- F. *Facilities Capital Cost of Money.* When 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).

**TABLE 15-2—INSTRUCTIONS FOR SUBMITTING COST/PRICE PROPOSALS WHEN COST OR PRICING DATA ARE REQUIRED**

**III. Formats for Submission of Line Item Summaries**

*A. New Contracts (including letter contracts).*

COST ELEMENTS (1)	PROPOSED CONTRACT ESTIMATE— TOTAL COST (2)	PROPOSED CONTRACT ESTIMATE— UNIT COST (3)	REFERENCE (4)
----------------------	--	---	------------------

<u>Column</u>	<u>Instruction</u>
(1)	Enter appropriate cost elements.
(2)	Enter those necessary and reasonable costs that, in your judgment, will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred ( <i>e.g.</i> , under a letter contract), describe them on an attached supporting page. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.
(3)	Optional, unless required by the Contracting Officer.
(4)	Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

*B. Change Orders, Modifications, and Claims.*

COST ELEMENTS (1)	ESTIMATED COST OF ALL WORK DELETED (2)	COST OF DELETED WORK ALREADY PERFORMED (3)	NET COST TO BE DELETED (4)	COST OF WORK ADDED (5)	NET COST OF CHANGE (6)	REFERENCE (7)
----------------------	---	---	----------------------------------	------------------------------	------------------------------	------------------

<u>Column</u>	<u>Instruction</u>
(1)	Enter appropriate cost elements.
(2)	Include the current estimates of what the cost would have been to complete the deleted work not yet performed (not the original proposal estimates), and the cost of deleted work already performed.
(3)	Include the incurred cost of deleted work already performed, using actuals incurred if possible, or, if actuals are not available, estimates from your accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if you desire to retain these items or any portion of them, indicate the amount offered for them.
(4)	Enter the net cost to be deleted, which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) minus Column (3) equals Column (4).
(5)	Enter your estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.
(6)	Enter the net cost of change, which is the cost of work added, less the net cost to be deleted. Column (5) minus Column (4) equals Column (6). When this result is negative, place the amount in parentheses.
(7)	Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)



**TABLE 15-2—INSTRUCTIONS FOR SUBMITTING COST/PRICE PROPOSALS WHEN COST OR PRICING DATA ARE REQUIRED**

*C. Price Revision/Redetermination.*

CUTOFF DATE (1)	NUMBER OF UNITS COMPLETED (2)	NUMBER OF UNITS TO BE COMPLETED (3)	CONTRACT AMOUNT (4)	REDERTERMINATION PROPOSAL AMOUNT (5)	DIFFERENCE (6)
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COST ELEMENTS (7)	INCURRED COST— PREPRODUCTION (8)	INCURRED COST— COMPLETED UNITS (9)	INCURRED COST— WORK IN PROGRESS (10)	TOTAL INCURRED COST (11)	ESTIMATED COST TO COMPLETE (12)	ESTIMATED TOTAL COST (13)	REFERENCE (14)
----------------------	--	--	---	--------------------------------	---------------------------------------	---------------------------------	-------------------

(Use as applicable)

Column

Instruction

- (1) Enter the cutoff date required by the contract, if applicable.
- (2) Enter the number of units completed during the period for which experienced costs of production are being submitted.
- (3) Enter the number of units remaining to be completed under the contract.
- (4) Enter the cumulative contract amount.
- (5) Enter your redetermination proposal amount.
- (6) Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parentheses. Column (4) minus Column (5) equals Column (6).
- (7) Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.
- (8) Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from your books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from your records, enter in this column your best estimates. Explain the basis for each estimate and how the costs are charged on your accounting records (*e.g.*, included in production costs as direct engineering labor, charged to manufacturing overhead). Also show how the costs would be allocated to the units at their various stages of contract completion.
- (9) Enter in Column (9) the production costs from your books and records (exclusive of preproduction costs reported in Column (8)) of the units completed as of the cutoff date.
- (10) Enter in Column (10) the costs of work in process as determined from your records or inventories at the cutoff date. When the amounts for work in process are not available in your records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which your proposal relates.
- (11) Enter total incurred costs (Total of Columns (8), (9), and (10)).
- (12) Enter those necessary and reasonable costs that in your judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which your proposal relates.
- (13) Enter total estimated cost (Total of Columns (11) and (12)).
- (14) Identify the attachment in which the information supporting the specific cost element may be found.

(Attach separate pages as necessary.)

**SAMPLE - "CLIENT AUTHORIZATION LETTER"**

Dear "Insert Client's Name"

We are currently responding to the Centers for Disease Control and Prevention (CDC), Department of Health and Human Services, Request for Proposal "Insert RFP Number" for the procurement of "Insert Title of Procurement".

The CDC is placing increased emphasis on the evaluation of an offeror's past performance as a source selection factor. The CDC is requiring clients of entities responding to their solicitation be identified in order to verify our past performance record.

In the event you are contacted by the CDC seeking information on work that we have performed, you are hereby authorized to respond to inquiries of the CDC.

We have identified Mr./Ms. "Insert Name of Contracting Officer, Project Officer, or Other Individual" of your organization as the point of contact based on their knowledge concerning our performance history.

Sincerely,