



09/15/2006

Dear Prospective Offeror:

You are invited to submit a proposal in accordance with the requirements of Request for Proposal (RFP) **2007-N-08847**, entitled "Dockable Person Wearable Self-Contained Self-Rescuer." Your proposal must be received by the Contracting Officer no later than 03:30 PM, **10/16/2006**, 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-08847  
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 APPLICABLE BUSINESS SIZE STANDARD**

Your attention is directed to the solicitation provision entitled L-1 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 instructions in Section L – Instructions, Conditions, and Notices to Offerors, and the Statement of Work contained in the RFP. Please direct your attention to Sections L.3, General Instructions, L.6, Technical Proposal Instructions, L.9, Instructions for Submission of Information Other Than Cost or Pricing Data, L.8, Business Proposal Instructions, and L.10, Past Proposal Information. The required supporting documentation **must** be included as a part of your technical or business proposal. Small business subcontracting plan and cost or pricing data requirements will be applicable **only** if costs 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 **09/29/06**, please see Paragraph **L.11**, Inquiries, of this RFP. Requests for any information concerning this RFP should be referred only to David J. Staudt, telephone (412) 386-6459.

Sincerely,

David J. Staudt  
Contracting Officer

Bcc: M. M. D'Alessandro, Pittsburgh  
R.R. Stein, Pittsburgh  
Solicitation 2007-N-08847  
Letter File

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   48
2. CONTRACT NO.	3. SOLICITATION NO. 2007-N-08847	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 09/15/2006	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Ctrs for Disease Control & Prevention (Pgh) Acquisition & Assistance Field Branch PO Box 18070, 626 Cochrans Mill Rd Pittsburgh, PA 15236-0070			8. ADDRESS OFFER TO (If other than Item 7)  Approved as to Form and Legality: _____		

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

**SOLICITATION**

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 3:30p local time 10/16/2006  
(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 David Staudt	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER: EXT: (412) 386-6459	C. E-MAIL ADDRESS dstaudt@cdc.gov
----------------------------------	-------------------------	-----------------------------------------------------------------------------	--------------------------------------

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	25
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	30
X	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	8	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	31
X	F	DELIVERIES OR PERFORMANCE	9				
X	G	CONTRACT ADMINISTRATION DATA	12	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	33
X	H	SPECIAL CONTRACT REQUIREMENTS	21	X	M	EVALUATION FACTORS FOR AWARD	46

**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) Ctrs for Disease Control & Prevention (Pgh) Acquisition & Assistance Field Branch, PO Box 18070 626 Cochrans Mill Rd, Pittsburgh, PA 15236-0070		25. PAYMENT WILL BE MADE BY Centers for Disease Control and Prevention (FMO) PO Box 15580 404-498-4050 1-800-335-2455 Atlanta, GA 30333-		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

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

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

ITEM	SUPPLIES / SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. CPFF
0001	Dockable Self-Contained Self-Rescuer Development of a Dockable Self-Contained Self-Rescuer in Accordance with the Enclosed Statement of Work			
Total				\$ 0.00

Cost Plus Fixed Fee Line Item. Base Contract.

There are no clauses/provisions included in this section.

## Section C - Description/Specification/Work Statement

### STATEMENT OF WORK

#### Development of a Dockable Person-Wearable Self-Contained Self-Rescuer

##### 1.0 Background

Federal mining regulations (30 CFR 75.1714) require that every person who goes into an underground coal mine in the United States be supplied with a Self-Contained Self-Rescuer (SCSR) and trained in its use. An SCSR is an emergency breathing apparatus designed for the purpose of mine escape. It must be capable of providing a breathable atmosphere for one-hour and must be approved by the Mine Safety and Health Administration (MSHA) and the National Institute for Occupational Safety and Health (NIOSH).

SCSRs were first introduced in 1981 and their use has helped save miner's lives. However, the size and weight of the so-called first generation one-hour SCSR made in-mine caching necessary. In 1986, a government, industry, and labor task force was formed to determine how SCSR could be made more accessible to the miner. The task force concluded that an SCSR should be worn on the miner's belt like a filter self-rescuer (FSR). They also determined that in order to be belt wearable, size and weight should be no more than about twice that of an FSR. Apparatus that meet this size and weight criteria are called Person Wearable Self-Contained Self-Rescuers (PW-SCSRs).

Currently, four (4) models have MSHA/NIOSH approval as 1-hour duration SCSR's: CSE SR-100; Ocenco EBA 6.5; Draeger OXY K Plus/Plus S; and MSA LifeSaver 60. All of the SCSR are closed-circuit breathing apparatus. The CSE SR-100, Draeger OXY K Plus/Plus S, and the MSA LifeSaver 60 use potassium superoxide, a solid chemical, to generate oxygen and remove carbon dioxide. The Ocenco EBA 6.5 stores oxygen as a compressed gas and uses lithium hydroxide to absorb carbon dioxide.

In 2005, the National Technology Transfer Center (NTTC), Wheeling Jesuit University, conducted two public workshops to explore the feasibility of developing a 3<sup>rd</sup> generation SCSR. The first was held in June, 2005 at MSHA's Beckley Academy, and a follow-up workshop was conducted in December, 2005, at the Pittsburgh Research Center. Participants included NIOSH, MSHA, SCSR manufacturers, and other technology providers.

The purpose of the workshops was to identify new and emerging technologies, such as engineered materials or system designs that could support the development of smaller, lighter weight, or longer duration SCSR, as well as universities and private firms who would be willing to partner with the Government in such a development effort. One of the new SCSR technology identified is an extendable-life, or more commonly referred to as a "dockable", person-wearable, SCSR.

A "dockable" SCSR allows a user to replace or add consumable supplies while the respirator is in use. The overall effect would be the ability for a user to begin self-rescue with a relatively small, person-wearable device, extending the duration of protection as they proceed without having to remove the respirator, or otherwise open the closed breathing circuit to the ambient atmosphere. This is an improvement over existing designs in that users would not have to perform multiple donnings in order to achieve an escape duration longer than that which could be accommodated by any existing SCSR. Oxygen could be stored as either a solid chemical or compressed gas, but either method should allow the wearer to extend both the oxygen and carbon dioxide scrubbing capacity in equal increments without having to perform two separate actions. In this way, users would be prevented from creating an unsafe condition through an oversight or error in executing the replenishment procedure.

A recent mine explosion at the ICG Sago Mine, near Buckhanan, West Virginia highlighted the potential usefulness of longer duration self-rescuer technology. Miners there perished due to carbon monoxide poisoning after barricading for a duration requiring far more oxygen than the capacity of their self-rescue devices. Additional oxygen supplies may have allowed them to remain in the barricade until mine rescue teams reached them, or perhaps even to have escaped after waiting for dust and smoke to clear.

Recently enacted legislation by the Federal and several State governments address this problem by requiring additional supplies of breathable air for individuals trapped underground during a mine escape. However, if a miner can not successfully make transfers from one SCSR to the next while in toxic atmospheres, this additional supply of SCSRs may not be sufficient to enable the miners to escape. Effectively transferring from one SCSR to the next may prove to be especially difficult while being performed under the mental stress of the emergency event. By simplifying this task, and allowing the miner to extend the useable life of the first self-rescuer they don, survivability should be greatly enhanced.

The concept of a dockable SCSR is not new. In the late 1970's, prototype dockable SCSRs were evaluated by NIOSH and MSHA. While the prototype units were never produced commercially, the idea proved to be workable enough that Title 30, CFR, Part 75 acknowledges the use of such devices by specifying the alternative to use, "A self-contained self-rescue device of not less than 10 minutes and a 1-hour canister..." (Title 30, Code of Federal Regulations, Part 75, §75.1714-1(b)(2)). One very important limitation of the prototype dockable devices was that they could be extended through docking of the one-hour canister only one time. This request for proposal seeks to improve upon this concept and provide practical SCSRs that may be extended indefinitely at will.

## **2.0 Objective**

The objective any contract resulting from this RFP is to develop and evaluate an extendable-life, PW-SCSR that will meet the requirements of 42 CFR Part 84 and the current Federal Mining Regulations as well as any that will result from the recently passed Miner Act.

## **3.0 Discussion**

Only proposals including designs for an extendable-life, Person Wearable Self-Rescuer are to be submitted in response to this RFP.

Each proposal must address only a single design concept.

The proposal must contain a clear, detailed discussion showing that the proposed design can potentially meet all of the performance specifications in Section 4.0. At a minimum, the proposal must include preliminary engineering drawings of the apparatus, parts lists, cost estimates for prototype fabrication, relevant calculations justifying performance claims, and, if a working prototype exists, the results of bench, simulator, or human subject tests.

## **4.0 Performance Specifications**

The design of a Dockable, Person-Wearable, Self-Rescuer must satisfy the following set of performance criteria:

### **4.1 SIZE AND WEIGHT**

The base unit that will be carried by working miners, or other users, must not exceed the typical size and weight of current certified PW-SCSRs. Typical size and weight for PW-SCSRs are approximately: 20 cm (height) x 15 cm (width) x 10 cm (depth), and 2.8 kg.

### **4.2 LIFE SUPPORT**

Must pass 42 CFR, Part 84 (Subpart H, Self-Contained Breathing Apparatus), and provide an additional oxygen and carbon-dioxide scrubbing capacity capable of meeting no less than 30 minutes service time.

### **4.3 SERVICE LIFE**

Useful service life for a Dockable PW-SCSR is 10-years.

### **4.4 APPARATUS PERFORMANCE CRITERIA**

Apparatus performance criteria represent safe and realistic physiological limit for life-threatening mine escape conditions.

The criteria listed below apply for breathing and metabolic simulator testing with an oxygen consumption rate of 1.35 L (STPD)/min. unless otherwise stated. The criteria are based on parameters of peak inspired temperature, maximum inspired CO<sub>2</sub> (averaged over inspiration), minimum inspired O<sub>2</sub> (averaged over inspiration), maximum expired pressure, and maximum inspired pressure.

- 4.4.1 Oxygen concentration must not fall below 17% O<sub>2</sub> by volume for the first 3-minutes; afterwards, it must be higher than 20.9%.
- 4.4.2 Peak inspired wet bulb temperature must not exceed 45 deg C.
- 4.4.3 Pressure drop limits expressed as the largest peak pressure at the mouth must be no greater than 80 mm H<sub>2</sub>O during expiration.
- 4.4.4 Carbon dioxide concentration must not exceed 3% CO<sub>2</sub> by volume for the rated duration of the apparatus, 6% for any one minute period, or 8% for any single breath.
- 4.4.5 Breathing-circuit gas concentrations must remain within the specified bounds at all times. The three minute duration for subambient O<sub>2</sub> concentration is applicable for only the initial start.
- 4.4.6 Recharging may not expose the breathing circuit to the ambient atmosphere.

#### 4.5 ENVIRONMENTAL TESTING AND HAZARDS EVALUATION

The apparatus will be subjected to a series of laboratory environmental treatments designed to simulate various conditions in underground coal mines. The environmental treatments consist of extremes of temperature, shock and vibration. The tests will be used as predictors of the ability of the Dockable PW-SCSR to survive the in-mine environment with no degradation in protection to the wearer.

The details of the environmental treatments and test methods are given in:

- (1) Stengel, Kyriazi and Benz, Laboratory Testing of Chemical Oxygen Self-Rescuers for Ruggedness and Reliability, Bureau of Mines report of Investigations, RI 8657 (1982).

The prototype Dockable PW-SCSR will also be examined and destructively tested to evaluate potential fire and explosive hazards.

The details of the hazards evaluation are given in:

- (1) Watson, Doyak and Furno, Evaluation of the Safety of One-Hour Chemical Oxygen Self-Rescuers, Pittsburgh Research Center Report No. 4294 (1980).

#### 4.6 USE AND MAINTENANCE

In order to be a practical replacement for an existing SCSR, a Dockable PW-SCSR must satisfy the following use and maintenance requirements:

- 4.6.1 The apparatus must have a service life comparable to an SCSR when worn by a miner daily during an 8-hour shift.
- 4.6.2 The apparatus must be sufficiently simple to operate that a person unfamiliar with breathing apparatus in general can use it safely and efficiently after instruction.
- 4.6.3 When activated, the Dockable PW-SCSR must be designed to allow safe escape while crawling in low coal seams as well as climbing confined raises.

Damage to the Dockable PW-SCSR which would degrade its performance must be easily and unambiguously detectable. Similarly, damage to recharging components must either be self-reporting, or detectable by easily applied non-destructive tests. In general, maintenance requirements for the unit must be comparable to those for a SCSR

## 5.0 SCOPE OF WORK

The proposed development effort will be conducted in 2 phases:

Phase 1: Research and Development – 6 months

Phase 2: Prototype Construction and Validation Testing – 12 months

The overall duration of the contract, including submittal of the final report will be 18 months.

### Phase 1: Research and Development

The contractor will design and develop a prototype of the Dockable, PW Self-Rescuer that satisfies all of the performance specifications in Section 4.0. The contractor will submit, for NIOSH/NPPTL review and approval within 3 months after the effective date of the contract:

1. a report on the design effort and detailed engineering drawings of the selected design for the extendable-life, Person Wearable Self-Rescuer, along with sufficient relevant data to support these design selections;
2. 12 prototype apparatus, and 36 extension units based on the selected design.

NIOSH/NPPTL will test the prototype apparatus at its facilities to determine whether or not the apparatus do, indeed, meet the performance specifications in Section 4.0. Within 1 month after receipt of the phase report and prototype apparatus, NIOSH/NPPTL will provide authorization to proceed with the fabrication of additional prototypes for testing, or recommend modifications prior to proceeding with Phase 2. If modifications are recommended, updated design drawings will be resubmitted for NIOSH/NPPTL approval.

### Phase 2: Prototype Construction and Validation Testing

Upon approval of the Phase 1 report, the contractor will fabricate, within 3 months, 200 extendable-life base units and 200 extension units identical to the final design from Phase 1 and deliver these apparatus to NIOSH/NPPTL for environmental testing and hazards evaluation.

If the results of NIOSH/NPPTL testing demonstrate that the prototype is less rugged than desired or potentially unsafe, then the contractor, in consultation with NIOSH/NPPTL, will make appropriate design changes.

All NIOSH/NPPTL testing along with any apparatus redesign efforts will be completed within 6 months after the delivery of the 200 prototype apparatus and 200 extension units.

Within the same time frame, after successful completion of Phase 2 work, the contractor will prepare and submit a draft final report to NIOSH/NPPTL for review and approval. The draft final report will summarize and document the results of the development effort. NIOSH/NPPTL will be allowed 1 month to review the draft final report and notify the contractor of approval or recommend changes in the draft. Upon approval of the draft final report, the contractor will be allowed 1 month to prepare and deliver a final report.



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

There are no clauses/provisions included in this section.

## Section E - Inspection And Acceptance

FAR SOURCE	TITLE AND DATE
52.246-8	Inspection of Research and Development - Cost-Reimbursement (May 2001)

### E.1 Inspection and Acceptance (Jul 1999)

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

(End of Clause)

## Section F - Deliveries Or Performance

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

### F.1 Deliverable Equipment

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

(1) Description: Phase 1 Prototype Apparatus Based on the Selected Design.

Quantity: Twelve (12)

Due Date: On or before three (3) months after the effective date of the contract.

(2) Description: Phase 1 Prototype Apparatus Extension units based on selected design.

Quantity: Thirty-Six (36)

Due Date: On or before three (3) months after the effective date of the contract.

(3) Description: Phase 2 Prototype Apparatus and Extension Units based on the Selected Design.

Quantity: Two hundred (200) Base Prototype Apparatus, and Two hundred (200) extension units.

Due Date: On or before three (3) months after the approval of the Phase 1 report.

(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  
 National Personal Protective Technology Laboratory  
 Receiving Department - Building 166  
 626 Cochrans Mill Road  
 Bruceton (Allegheny County), PA 15236-0070

Mark Attention To:  
 Contract No.:

(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).

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

The period of performance shall be a base period of 18 months.

(End of Clause)

### 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: Three (3) copies and electronic format.
- (ii) Due Date: On or before fifteen (15) days after the end of the reporting period.

##### (2) Monthly Property Report

- (i) Quantity: Three (3) copies.
- (ii) Due Date: Concurrent with submission of vouchers and submitted on Form -359. (Negative property reports are not required.)

##### (3) Draft Final Report

- (i) Quantity: Three (3) copies and electronic format.
- (ii) Due Date: On or before sixteen (16) months after the effective date of the contract.

##### (4) Final Report

- (i) Quantity: Three (3) copies and electronic format.
- (ii) Due Date: On or before eighteen (18) months after the effective date of the contract.

#### (1) Monthly Technical Report

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

#### (2) Monthly Financial Letter Report

The Contractor shall prepare and submit monthly financial reports which will summarize in tabular form the expenditures for the current month and the cumulative expenditures through the current month. The report shall contain a detailed actual cost breakdown in the same categories which appeared in the Contractor's cost proposal (including the extent of cost sharing) both for the current month and cumulatively through the current month. A graph comparing actual and planned cumulative expenditures versus time will be included. Any gross deviations should be explained. In addition, any outstanding commitments as of the end of the reporting period shall also be reflected in the report.

#### (3) 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.)

(4) Draft Final Report

Upon completion of all work under the contract, the Contractor shall prepare and submit to the Government a final report covering in detail all the work accomplished under the contract. The final report shall document and summarize the entire contract work and shall include recommendations and conclusions based on the experience and results obtained. The final report shall include tables, graphs, photos, and diagrams in sufficient detail to comprehensively explain the results achieved under the contract. The report shall also include an analysis of salient findings, a presentation of general conclusions, and any guidance or recommendations deemed pertinent for future consideration by the National Institute for Occupational Safety and Health. The Government shall be allowed sixty (60) days to review the draft and notify the Contractor in writing of approval or of recommended changes to be made in the final copy. If the Government does not approve or recommend changes within sixty (60) days of receipt of the draft final report, the report shall be deemed approved. The final report shall also include a list of "Subject Inventions" or a certification of the absence thereof.

(5) Final Report

Within thirty (30) days of receipt of a notice of approval from the Contracting Officer, the Contractor shall furnish the Government with a reproducible master and the required number of copies of the final report in final form. The reproducible master shall be prepared in accordance with the guidelines referenced under DRAFT FINAL REPORT.

(c) Reporting Period

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

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

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

(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:  
Contract No.:

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

(End of Clause)

## Section G - Contract Administration Data

### G.1 Project Officer (Jul 1999)

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

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

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

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

(End of Clause)

### G.2 Reimbursement of Cost (Apr 2000)

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

- (1) All direct materials and supplies which are used in the performing of the work provided for under the contract, including those purchased for subcontracts and purchase orders.
- (2) All direct labor, including supervisory, that is properly chargeable directly to the contract, plus fringe benefits.
- (3) All other items of cost budgeted for and accepted in the negotiation of this basic contract or modifications thereto.
- (4) Special expenditures which, upon request from the Contractor, the Contracting Officer approves as being an allowable cost under this contract, such as purchase or lease of office furniture or equipment, etc..
- (5) All travel costs plus per diem or actual subsistence for personnel while in an actual travel status in direct performance of the work and services required under this contract. These costs will be in accordance with the Contractor's policy and subject to the following:
  - (i) Air travel shall be by the most direct route using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impractical (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expense offsetting the savings on fare, or would not make necessary connections).

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

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

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

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

(End of Clause)

**G.3 Negotiated Indirect Cost Rates (Feb 2000)**

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

TYPE	RATE	LOCATION	APPLICABLE TO	BASE
------	------	----------	---------------	------

Bases: (1)

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

(End of Clause)

**G.4 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.5 Payment of Fixed Fee (Jan 2000)**

The fixed fee for each performance period stated in the contract will be paid in equal monthly or bi-monthly amounts up to 85% of the fee for that period. In accordance with FAR 52.216-8, Fixed Fee, incorporated by

reference in Section I, the Contracting Officer may withhold the final 15% of the fee for each period, or \$100,000 whichever is less, until audited final rates are determined or until a closeout agreement is negotiated.

(End of Clause)

#### **G.6 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.7 Payments (Jul 1999)**

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

(End of Clause)

### **G.8 Contracting Officer (Jul 1999)**

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

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

(End of Clause)

### **G.9 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.10 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.11 Billing Instructions for Negotiated Cost-Type Contracts (Mar 2006)**

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

### **Introduction**

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

### **1. Forms to Be Used**

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

### **2. Submission of Invoices or Vouchers**

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

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

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

Fax: 404-638-5324

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

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

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

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

### 3. Preparation of Invoices or Vouchers

#### a. EXHIBIT I – Summary of All Costs

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

#### b. EXHIBIT II – Details of Costs Claimed

As shown on the attached Standard Form 1035, identified as EXHIBIT II (SAMPLE), a detailed breakdown **must** be provided to substantiate the categories shown on the summary of costs (see EXHIBIT I). The following describes some of the categories that might appear on your billings:

##### (1) Direct Labor

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

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

##### (2) Fringe Benefits

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

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

##### (3) Premium Pay

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

##### (4) Materials and Supplies

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

##### (5) Travel

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

- (a) Name of traveler and official title,
- (b) Purpose of trip,
- (c) Dates of departure and return to starting point (station or airport),

- (d) Transportation costs, identified as to rail, air, private automobile (including mileage and rate) and taxi.
- e) If claim for subsistence is on per diem basis, show number of days, rate and amount, as authorized in contract.<sup>1</sup> If claim is based on actual cost of subsistence, show, on a daily basis, the amounts claimed for lodging and meals separately.
- (f) Reference to Contracting Officer's letter of authorization if required by contract.

**(6) Consultant Fees**

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

**(7) Equipment**

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

**(8) Burden**

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

**(9) Fixed Fee**

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

*c. EXHIBIT III – Cumulative Amount Claimed*

As shown on the attached Standard Form 1035, identified as EXHIBIT III (SAMPLE), the Contractor must show the cumulative amounts claimed by categories from the contract award date through the date of the current invoice or voucher, as well as the estimated cost to complete per category.

**QUICK CHECKLIST FOR INVOICE SUBMISSION:**

- Standard Forms 1034 and 1035 recommended. If submitting own forms, statement must conform to billing instructions
- Quarterly billing as a minimum
- Invoice or Voucher contain the minimum requirements per Invoice Submission clause per Section G of the contract
- Vouchers should be collated
- Detail of Cost Claimed

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

**CDCAG011 Voucher/Invoice Submission – Cost Contracts (Mar 2006)**

---

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

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

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

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

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

Fax: 404-638-5324

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

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

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

(d) The Contractor is , is not  required to provide a copy of each voucher requests for reimbursement to the Project Officer (or to the Task Order Project Officer or Technical Monitor if this is a task order contract).

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

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

- (1) Contractor's Name & Address
- (2) Contractor's Tax Identification Number (TIN)
- (3) Purchase Order/Contract Number and Task Order Number, if Appropriate
- (4) Invoice Number
- (5) Invoice Date
- (6) Contract Line Item Number and Description of Item
- (7) Quantity
- (8) Unit Price & Extended Amount for each line item
- (9) Shipping and Payment Terms
- (10) Total Amount of Invoice
- (11) Name, title and telephone number of person to be notified in the event of a defective invoice
- (12) Payment Address, if different from the information above

(13) DUNS + 4 Number

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

I certify that this voucher reflects (fill in Contractor's name) request for reimbursement of allowable and allocable costs incurred in specific performance of work authorized under Contract (fill in contract number)/Task (fill-in task order number, if applicable), and that these costs are true and accurate to the best of my knowledge and belief.

(Original Signature of Authorized Official)

Typed Name and Title of Signatory

(End of Clause)

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

The Contractor's subcontracting plan, as negotiated, submitted in response to Solicitation 2007-N-08848, is hereby incorporated into this contract by reference.

(End of Clause)

## Section H - Special Contract Requirements

### H.1 HHSAR 352.270-5 Key Personnel (Apr 1984)

The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be modified from time to time during the course of the contract to either add or delete personnel, as appropriate.

(End of clause)

### H.2 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.3 Prohibition on the Use of Appropriated Funds for Lobbying Activities (Jul 1999)

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

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

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

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

(End of Clause)

#### **H.4 Smoke Free Environment (Jul 1999)**

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

(End of Clause)

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

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

(End of Clause)

#### **H.6 Identification of Data (May 1998)**

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

(End of Clause)

#### **H.7 Review and Comment (May 1998)**

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

(End of Clause)

#### **H.8 Incorporation of Technical Proposal (May 1998)**

The Contractor's technical proposal, including all revisions thereto, submitted in response to RFP 2007-N-08847 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.9 Government Property (Jan 2000)**

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

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



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

(c) If performance of this contract is within and on Government facilities, and the Government-furnished property or contractor-acquired property is for use only within or on the Government facilities, the control and accountable record keeping for such property shall be retained by the Government (see FAR 52.245-1, Property Records). The Contractor shall remain accountable for loss or damage, but will not be required to submit an annual inventory or place its own bar codes on the items. The Government will provide property labels and other identification for contractor-acquired Government property under this paragraph.

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

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

(End of Clause)

#### **H.10 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)

## 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)

<b>FAR SOURCE</b>	<b>TITLE AND DATE</b>
52.202-1	Definitions (Jul 2004)
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 (Jul 1995)
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)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005)
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)
52.215-13	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)
52.215-19	Notification of Ownership Changes (Oct 1997)

52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997)
52.216-7	Allowable Cost and Payment (Dec 2002)
52.216-8	Fixed Fee (Mar 1997)
52.219-8	Utilization of Small Business Concerns (May 2004)
52.219-9	Small Business Subcontracting Plan (Jul 2005)
52.219-16	Liquidated Damages - Subcontracting Plan (Jan 1999)
52.222-2	Payment for Overtime Premiums (Jul 1990)
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 (Jun 2004)
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 (Dec 2001)
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 (Dec 2001)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)
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)
52.230-1	Cost Accounting Standards Notices and Certification (Jun 2000)
52.232-9	Limitation on Withholding of Payments (Aug 2005)
52.232-17	Interest (Jun 1996)
52.232-20	Limitation of Cost (Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Oct 2003)
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (Oct 2003)

52.233-1	Disputes (Jul 2002)
52.233-3	Protest after Award (Aug 1996)
52.233-3 Alternate I	Protest after Award - Alternate I (Jun 1985)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (May 2001)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (Jul 1995)
52.243-2	Changes - Cost-Reimbursement (Aug 1987)
52.243-2 Alternate V	Changes - Cost-Reimbursement - Alternate V (Apr 1984)
52.244-2	Subcontracts (Aug 1998)
52.244-5	Competition in Subcontracting (Dec 1996)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004)
52.245-5 Alternate I	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) - Alternate I (Jun 2003)
52.245-9	Use and Charges (Aug 2005)
52.246-23	Limitation of Liability (Feb 1997)
52.247-34	F.O.B. Destination (Nov 1991)
52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)
52.248-1	Value Engineering (Feb 2000)
52.249-6	Termination (Cost-Reimbursement) (May 2004)
52.249-14	Excusable Delays (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
<b>HHSAR SOURCE</b>	<b>TITLE AND DATE</b>
352.216-72	Additional Cost Principles (Oct 1990)
352.228-7	Insurance -- Liability to Third Persons (Dec 1991)
352.232-9	Withholding of Contract Payments (Apr 1984)
352.233-70	Litigation and Claims (Apr 1984)
352.242-71	Final Decisions on Audit Findings (Apr 1984)
352.270-6	Publications and Publicity (Jul 1991)
352.270-7	Paperwork Reduction Act (Jan 2001)

## Section I-2 - Clauses Incorporated In Full Text

### I.2 FAR 52.244-6 Subcontracts for Commercial Items (Feb 2006)

#### Subcontracts for Commercial Items (Feb 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 \$500,000 (\$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 (Dec 2001) (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.3 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)

**I.4 HHSAR 352.202-1 Alternate I Definitions (Alternate I) (Jan 2001)**

"(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 Alternate)

**Section J - List Of Attachments**

A	ACH Vendor/Miscellaneous Payment Enrollment Form
B	Contractor Performance Reports (Cost Type 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)

#### Annual Representations and Certifications (Jan 2006)

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

(2) The small business size standard is 500.

(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 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.3 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.4 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

FAR SOURCE	TITLE AND DATE
52.204-6	Data Universal Numbering System (DUNS) Number (Oct 2003)
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.1 FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.

(End of Provision)

### L.2 FAR 52.204-7 Central Contractor Registration (Jul 2006)

#### Central Contractor Registration (July 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.3 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 5 copies of your proposal to:

Centers for Disease Control and Prevention  
P.O. Box 18070  
Acquisition and Assistance Field Branch  
626 Cochran Mill Road  
Pittsburgh, PA 15129

Attn: David J. Staudt  
Solicitation No. 2007-N-08847

(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.4 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.5 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.6 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:

**- See Section M - Evaluation Factors for Award, Sub-Section M.1 Evaluation Factors**

**- Please refer to Section M - Evaluation Factors for Award, Sub-Section M.1, 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 – General Past Performance Information Related to the Technical Proposal Other Than Specific Past Performance Information Required for Evaluation in Provisions L.9, Past Performance Information, and M.2, Past Performance Evaluation.

(End of Provision)

**L.7 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.8 Business Proposal Instructions (Apr 2000)**

The business proposal shall be comprised of the following elements:

(a) Contract Form and Representation and Certifications

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

(b) Contract Proposal Cover Sheet

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

Solicitation, contract, or modification number;

Name and address of offeror;

Name and telephone number of point of contact;

Name, address, and telephone number of Cognizant Contract Administration Office;

Name, address, and telephone number of Cognizant Audit Office;

Proposed cost, profit or fee (as applicable) per year and total for all years.

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

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

Date of submission;

Name, title, and signature of authorized representative.

(c) Cost Data Information

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

(1) Direct Labor: Provide a time-phased (e.g., monthly, quarterly, annually, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish basis for labor hour and labor rate estimates (if direct labor rates are based on a current salary schedule, provide the salary schedule as an attachment. Otherwise, provide an excerpt of the current payroll register, tracing the individual or category to the rates being proposed);

(2) Fringe Benefits: Show fringe benefits as a separate cost category. Include the rate(s) and the method of calculating the fringe benefits. Provide a copy of the fringe benefit rate and institutional guidelines;

(3) Materials and Services: Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, price, and extent of competition;

(4) Subcontracted Items: Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all cost reimbursement type subcontracts. Include these analyses as part of your own cost submissions for subcontracts (see FAR Subpart 44.2 for information required to support a request for subcontract consent);

(5) Travel: Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the basis for the proposed costs. A copy of your corporate travel policy shall be submitted with your proposal if travel costs have been proposed;

(6) Other Direct Costs: Provide a breakdown of all other costs not otherwise included in the categories listed above (e.g. computer services, consultant services, photocopying costs) and provide the basis for these proposed costs;

(7) Indirect Costs: Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Provide a copy of your current approved indirect cost rate agreement, including location and application of indirect cost rates to this proposal (including major subcontracts);

(8) Royalties: If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee: Name and address of licensor; Date of license agreement; Patent numbers; Patent application serial numbers; or other basis on which the royalty is payable; Brief description (including any part or model numbers of each contract item or component on which the royalty is payable); Percentage or dollar rate of royalty per unit; Unit price of contract item; Number of units; Total dollar amount of royalties; If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37);

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

(d) Accounting System

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

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

(e) Subcontracting Plan

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

(f) Other Administrative Data

Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP. In addition, it 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;

List name and telephone number of person to contact regarding your proposed accounting system;  
Your proposal must list any current commitments with the Government relating to the work or services and indicate whether these commitments will or will not interfere with the completion of work and services as contemplated under this proposal;  
Your proposal must identify any former HHS employee to be utilized on this project by providing the individual's name when employed by HHS, where employed, and the capacity in which employed;  
Your proposal must indicate whether you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. (If not, indicate the amount required and the anticipated source.);

It is HHS policy that contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government furnished property or to authorize

purchase with contract funds. If additional equipment must be acquired, you must include in your proposal a description and the estimated cost of each item, and state whether you propose to furnish the item with your own funds. You must identify all Government-owned property in your possession that you propose to use in performing the prospective contract.

The Optional Form 310, entitled, Protection of Human Subjects, Assurance Identification/Certification/Declaration shall be completed, signed, and returned with your proposal if human subjects will be involved in any research activities;

A Certificate of Current Cost or Pricing Data (See FAR 15.406-2) shall be submitted prior to award if requested by the Contracting Officer/

(End of Clause)

#### **L.9 Instructions for Submitting Other Than Cost or Pricing Data**

Table 15-2 provides information for use by offerors to submit information to the Government when cost or pricing data are not required but the contracting officer has requested information to help establish price reasonableness or cost realism. Such information is not considered cost or pricing data, and shall not be certified in accordance with 15.804-4.

(a) The information submitted shall be at the level of detail described in the solicitation or specified by the contracting officer. The offeror's own format is acceptable unless the contracting officer determines that use of a specific format is essential.

(1) If adequate price competition is expected, the information may include cost or technical information necessary to determine the cost realism and adequacy of the offeror's proposal, e.g., information adequate to validate that the proposed costs are consistent with the technical proposal, or cost breakdowns to help identify unrealistically priced proposals.

(2) If the offer is expected to be at or below the cost or pricing data threshold, and adequate price competition is not expected, the information may consist of data to permit the contracting officer and authorized representatives to determine price reasonableness, e.g., information to support an analysis of material costs (when sufficient information on labor and overhead rates is already available), or information on prices and quantities at which the offeror has previously sold the same or similar items.

(b) Any information submitted must support the price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rationale as needed to permit the contracting officer and authorized representatives to evaluate the documentation.

#### **L.10 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.11 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 September 29, 2006, and maybe submitted via facsimile to 412-386-6429, via e-mail to [dstaudt@cdc.gov](mailto:dstaudt@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.12 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 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 (e). The Government will proceed to evaluate the Past Performance Information (PPI, Criteria M.2) 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.

#### EVALUATION FACTORS OF BIDS

	Weighting Factor %
1. Stage of Development of Proposed Apparatus	30
2. Evaluation of proposed apparatus design.	30
3. Qualification and commitment of personnel, facilities, and overall capabilities of the offeror for the work to be accomplished.	20
4. Understanding all elements of the Statement of work and demonstrating that understanding by the thoroughness, soundness, and comprehension of the approach contained in the technical proposal.	10
5. Quantitative comprehension of the work to be accomplished as evidenced by the proposed level of effort and management plan.	10

### 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 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 **(all offerors or 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:

+25 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.

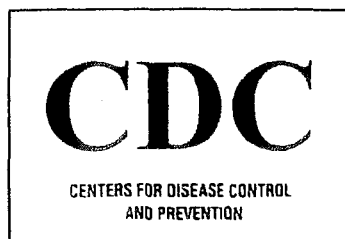
+10 Good: Most sources of information state that the offeror's performance was good, better than average, etc., and that they would willingly do business with the offeror again. Complaints, though perhaps well-founded, are few and relatively minor. The offeror has no record of criminal conduct, civil 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.

-10 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.

-25 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)



## 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 ~~404-687-6095~~ 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 \_\_\_\_\_

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

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
Comments: _____	1
_____	2
_____	3
_____	4
_____	5

<b>VALUE</b>	0
Comments: _____	1
_____	2
_____	3
_____	4
_____	5+

<b>TIMELINESS OF PERFORMANCE</b>	0
Comments: _____	1
_____	2
_____	3
_____	4
_____	5+

<b>BUSINESS RELATIONS</b>	0
Comments: _____	1
_____	2
_____	3
_____	4
_____	5+

**TOTAL**

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

<b>8. KEY PERSONNEL</b>	
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: \_\_\_\_\_ Date: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Internet address: \_\_\_\_\_

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

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

Quality \_\_\_\_\_ Value \_\_\_\_\_ Timeliness \_\_\_\_\_ Business Relations \_\_\_\_\_  
Mean Score (Add the ratings above and divide by number of areas rated): \_\_\_\_\_

15. Contracting Officer's Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Date: \_\_\_\_\_  
FAX#: \_\_\_\_\_  
Internet Address: \_\_\_\_\_

## RATING GUIDELINES

Summarize contractor performance in each of the rating areas. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), or ++ (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 (e.g., 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.)