



11/03/2006

Dear Prospective Offeror:

You are invited to submit a proposal in accordance with the requirements of Request for Proposal (RFP) 2007-N-09180, entitled "Leaky Feeder Mine Communications." Your proposal must be received by the Contracting Officer no later than 03:30 PM, 12/04/2006, 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-09180  
Post Office Box 18070  
626 Cochran Mill Road -- B-140 / 2<sup>nd</sup> Floor  
Pittsburgh PA 15236-0070

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


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

Your proposal must be prepared in accordance with the General Instructions, Technical Proposal Instructions, Business Proposal Instructions, and the Statement of Work contained in the RFP. In addition to seven (7) copies of your technical and business proposals, you are to return two (2) original signed copies of Standard Form 33, and one original signed copy of Section K, Representations and Certifications. Each of the original documents 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 11/15/06, please see Paragraph L.14, Inquiries, of this RFP. Requests for any information concerning this RFP should be referred only to John J. Carolan, telephone (412) 386-6430.

Sincerely,

  
Larry H. Guess  
Contracting Officer

|   |  |  |  |                            |                             |
|---|--|--|--|----------------------------|-----------------------------|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  |  | RATING                     | PAGE 1 OF 64 PAGES          |
| 2. CONTRACT NO.   | 3. SOLICITATION NO.<br><b>2007-N-09180</b> | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) |  | 5. DATE ISSUED<br>11/03/06 | 6. REQUISITION/PURCHASE NO. |
| 7. ISSUED BY<br>Centers for Disease Control and Prevention<br>Acquisition and Assistance Field Branch - V<br>P O Box 18070 - 626 Cochrans Mill Road<br>Pittsburgh PA 15236-0070 |  |  | 8. ADDRESS OFFER TO (If other than Item 7)<br>See Item 7 |                            |                             |
| CODE 436  |  |  | 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 **2 ORIG** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **CDC AAFB-V 626 Cochrans Mill Road B-140 2<sup>nd</sup> Floor** until **03:30 PM** local time **12/04/2006**  
(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.

|                           |                            |   |                                       |
|---------------------------|----------------------------|---|---------------------------------------|
| 10. FOR INFORMATION CALL: | A. NAME<br>John J. Carolan | B. TELEPHONE (NO COLLECT CALLS)<br>AREA CODE NUMBER: EXT:<br>(412) 386-6430 | C. E-MAIL ADDRESS<br>JCAROLAN@CDC.GOV |
|---------------------------|----------------------------|---|---------------------------------------|

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**OFFER (Must be fully completed by offeror)**

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

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

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

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

|   |                          |  |               |                |
|---|--------------------------|--|---------------|----------------|
| 15B. TELEPHONE NO.<br>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:<br><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<br><small>(4 copies unless otherwise specified)</small>  | ITEM           |
| 24. ADMINISTERED BY (If other than Item 7)<br>Centers for Disease Control and Prevention<br>Acquisition and Assistance Branch - V<br>P O Box 18070 - 626 Cochrans Mill Road<br>Pittsburgh PA 15236-0070 |            | 25. PAYMENT WILL BE MADE BY<br>Centers for Disease Control and Prevention<br>Financial Management Office-Post Office Box 15580<br>Atlanta GA 30333 |                |
| 26. NAME OF CONTRACTING OFFICER (Type or print)   |            | 27. UNITED STATES OF AMERICA<br><br><small>(Signature of Contracting Officer)</small>  | 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   | QTY / UNIT | UNIT PRICE | EXTENDED PRICE |
|------|---|------------|------------|----------------|
| 0001 | Leaky Mine Feeder Communications in Accordance with the Enclosed Statement of Work<br><br>Phase I - System Design - \$ _____<br><br>Phase II - System Development - \$ _____<br><br>Phase III - System Testing In-Mine - \$ _____ | 1 Job      | \$ _____   | \$ _____       |

Cost Plus Fixed Fee Line Items. Base Contract.

| CLIN/SLIN | ESTIMATED COST | FIXED FEE | TOTAL EST. CPFF |
|-----------|----------------|-----------|-----------------|
| 0001      |                |           |                 |
| Total     |                |           | \$ 0.00         |

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

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

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

(c) It is estimated that the amount currently allotted will cover performance of (to be determined) which is scheduled to be completed by (date) \_\_\_\_\_.

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

(End of clause)

## Section C - Description/Specification/Work Statement

### C.1 Leaky Feeder Mine Communications LFMC - Statement of Work

#### Project Identification and Purpose

Design, develop, and demonstrate a survivable wireless communications distribution system that is capable of maintaining mine wide operational integrity after an emergency situation such as a mine fire or explosion. The wireless distribution system shall be compatible with the leaky feeder systems and mobile radios that are commonly used in mines today.

#### Background and Need

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

In this project, a survivable underground mine wireless distribution system will be demonstrated. Survivability is defined as the property of a system, equipment, or procedure that provides a defined degree of assurance that the device or system will continue to work during and after a natural or man-made disturbance (i.e. fire, explosion, roof fall, power outage, etc.). For the purpose of this RFP survivability consists of two principle aspects; redundancy and hardening.

Redundancy, in general, is defined to exist where, after an event occurs and communications are lost in the area of the event; a miner can travel a short distance from the affected area and still communicate. Redundancy is desired in all areas of the mine where wireless coverage is provided, and the level of redundancy achieved will be of significant consideration in the evaluation of the proposals.

Hardening is defined as the measures taken to improve the ability of the system components to continue to perform during and after mine incidents including, but not limited to, fires, roof falls, power outages, and explosions. Various approaches to hardening the system will be tested and demonstrated in this project. The vendor will propose a plan for the evaluation and demonstration of hardening the wireless distribution system with a focus on the active mining sections. Communication with and tracking of miners in face areas is essential. The mining section is the most likely location for a catastrophic event to occur and hardening and redundancy may be more difficult to achieve in this area. The vendor should examine all components of the wireless distribution system for the purpose of hardening the system.

The wireless distribution system must support legacy UHF/VHF mine communication devices that are commonly used in mines today. (The vendor will be responsible for identifying these devices and any issues that the proposed system may have in supporting those devices.) Due to this requirement, and the desire to minimize the impact on existing mine communications systems; the system solution currently envisioned incorporates the existing leaky feeder system in use in mines today. It is further envisioned that the solution would achieve survivability through additions and improvements to the leaky feeder systems and/or systems that operate in parallel to the leaky feeder system, rather than replacement of the leaky feeder systems. However, bidders are encouraged to propose alternative approaches where it can be demonstrated that substantial benefits in cost, performance, or survivability can be achieved by deviating from the solution currently envisioned.

The successful bidder will enumerate how their system will accommodate survivability and propose additional strategies that will enable the system survivability to be tested and demonstrated. Bidders will identify standards for fire resistance, explosive forces, and other relevant standards that may be useful in developing the systems specifications and test plans.

It is critical that the operation of the wireless distribution system is without interruption so that, at the initiation of an event, the system operation is maintained at full operational capability. The wireless distribution system must therefore have a remote diagnostics capability. The incremental advantages of remote diagnostics will be demonstrated by the vendor.

At a minimum the wireless distribution system will be extended through the track entry. This is where most leaky feeder systems are installed in mines today and where the highest reliability and best quality of service is desired to be maintained. However, for the system, the objective is to provide coverage in all entries of the mine and the wireless distribution system must therefore be designed to provide reliable, high quality, and survivable coverage in the belt entry and primary escapeway as well as the track entry. Some of the options that the vendor may choose to include are: (1) proposing to run leaky feeder in each of the three entries, or (2) proposing an alternative solution and systematic test plan, perhaps employing antennas split off from entries containing leaky feeder or any other variation that will achieve the objective. At a minimum, the vendor must demonstrate that the system option chosen will provide communication coverage for three adjoining entries. Since maximizing system coverage is a safety benefit, the vendor will provide their assessment of system coverage in all entries adjacent to the track, belt and fresh air escapeway.

The installed wireless distribution system will be designed to be intrinsically safe. The vendor will provide for battery back-up to the power supplies in the event of mine power loss. For the base stations, amplifiers and other stationary equipment, the battery pack and power supplies (when necessary to meet MSHA approval criteria) will be protected by explosion-proof enclosures. Battery power must be able to be shut down from the base station on the surface. Power from the batteries to the power supplies must be automatically aborted if communications with the base station is not achieved after a predetermined time interval. When line voltage power is regained, power should again be provided to the power supplies. The successful bidder will be required to identify industry standards for connectors, voltages, and auto shutoff functionality that will be approved by NIOSH prior to Phase 2 of the SOW.

The survivability, and more specifically redundancy, sought under this RFP should not be confused with the redundant capabilities presently advertised for leaky feeder systems which are achieved by multiple underground base station locations which are tied together thru radios on the surface. As mentioned earlier, communication with and tracking of miners in face areas is essential. The active mining section is the most likely location for a catastrophic event to occur and redundancy may be more difficult to achieve in this area. There will be instances where mining will be done in by the span of the area covered by traditional leaky feeder systems. Proposals will be evaluated on the effectiveness (survivability, reliability, maintainability, and ease of use) of their redundant solutions in all areas of the mine with particular focus on the active mining section.

The communications system will provide each miner on an active working section with wireless radio communications. Each proposal must provide a description of how the wireless distribution system is advanced on a development section and how the system is maintained upon section retreat. This description will include how communications coverage is achieved, given changes in the air courses that may occur between advance and retreat and the requirement that coverage is provided in the track, belt and fresh air escapeway.

The following are additional, but not limiting, suggestions as to how the above mentioned objectives might be achieved –

Redundancy

1. Run separate branches or loops in areas in by the span of the wireless distribution system covered by multiple base stations located at different surface locations.
2. Supply an antenna on every amplifier so that, if a section of leaky feeder antenna is damaged, radio communications could be established through the amplifier antenna.
3. Supply a wired connection, such as an Ethernet port, at each base station, amplifier, or more frequent intervals which would allow communications and the re-establishment of a local wireless service by plugging in a transceiver or other device (i.e. wireless mesh device, etc.).

### Hardening

1. Explore availability and test alternative coatings of leaky feeder cable that improves the fire resistance and crush resistance while allowing sufficient transmission of the RF signal.
2. Install a protected non-radiating cable with antenna break outs. This distributed antenna system would be designed to be more resistant to fire, explosive forces, and other factors associated with potential emergency events and serve as an overlay to the wireless coverage provided by the leaky feeder system.

Bidders are encouraged to be creative. If new features of the wireless distribution system can be developed that support or enhance the objective of this demonstration project, bidders are encouraged to submit a plan for such features and to provide arguments for their development, testing, and demonstration within the time frame of the project.

### Scope of Work

The contract will be completed in three phases -

Phase I – System Design – (3 months)

Phase II – System development – (4 months)

Phase III – System testing in-mine – (up to 9 months)

#### Phase I – System Design – (3 months)

- a. The contractor shall develop a mine wide wireless communication system design that demonstrates a survivable wireless distribution system. This system is expected to have maximum survivability when subjected to a catastrophic event, such as a mine fire or explosion. At the inception of Phase I, the contractor will meet with NIOSH to discuss system design criteria and survivability expectations. In addition to the survivability factor, the following system design guidelines must be met:
  - i. The wireless distribution system is to be redundant in every area of the mine for which communications coverage is proposed.
  - ii. At a minimum, the wireless distribution system will include radiating elements (leaky feeder, antennas, etc.) extended through the track entry and the system must be designed to also provide coverage in the belt entry and primary escape way. The system design should also consider maximizing available coverage in all entries adjacent to the track, belt, and fresh air entries.
  - iii. The contractor will identify standards for hardening the system, or other hardening guidelines, and incorporate them into the system design.
  - iv. The wireless distribution system must support legacy UHF/VHF mine communication devices that are commonly used in mines today. The system should be adaptable to distribute the radio signals for less commonly used devices, particularly those that are promising to improve the safety of mine operations (this could include cellular telephone and active/passive RFID).
  - v. The wireless distribution system must provide uninterrupted operation so that it will always be available at the onset of an event.
  - vi. The wireless distribution system must have a remote diagnostics capability.
  - vii. The system will be designed to provide a reliable level of radio coverage everywhere within the design area sufficient to support communications regardless of where the portable radio is worn (i.e. worn outside on the miners' belt, tucked inside of a clothing pocket, etc.)
  - viii. The system will be designed such that in the event of line voltage failure, the system continuity will be ensured by providing an adequate battery back-up voltage source to the power supplies for a minimum of 24 hours assuming 25% talk time and 75% standby time for the system. The battery pack will be protected by an explosion-proof enclosure.
  - ix. The contractor will design and incorporate into the system a means of initiating, from a base station located on the surface, a battery power shutdown. To further protect the system, if communication with the base station is lost and not reestablished after some time interval, the supply of power from the batteries to the power supplies should be automatically terminated. When normal operating power is restored, the power supplies should be reenergized.
  - x. For items in paragraph 1.a.viii and 1.b.ix above, the contractor will identify industry standards for connectors, voltages, and auto shutoff functionality and incorporate them into the system design. If

- standards are not available or there are multiple standards, contractor will use best practices in the design and identify the standards issue to NIOSH in the system design report.
- xi. The system shall be designed to meet Mine Safety and Health Administration (MSHA) approval criteria for underground coal mining communications equipment
  - b. NIOSH will secure an agreement with an operating underground coal mine for the installation and demonstration of the redundancy of the hardened system. The contractor will secure an agreement with the cooperating mine as to the terms and conditions of the system installation and testing and will provide NIOSH with a copy of the agreement prior to or at the completion of Phase I. The proposed communication system must provide mine-wide coverage. The contractor will visit the mine in which the system will be tested to gather information relating to the mine layout, potential problems, and system installation parameters.
  - c. The contractor will use its knowledge of the industry and conduct surveys if necessary to identify the make and model of commonly used radio systems and devices. The contractor will list these devices and systems, and any issues that the proposed wireless distribution system may have in supporting them. The contractor will also identify less commonly used devices, particularly those that are promising to improve the safety of mine operations (at a minimum this includes cellular telephone, IP network based radios (WiFi, WiMax, wireless mesh), and active/passive RFID); and discuss how the system could be adapted to distribute the radio signals for those systems. The contractor will include the results of this task in the system design report.
  - d. The contractor will create a system model which estimates the level of RF coverage and level of redundancy provided by the system. For the RF coverage the contractor shall determine suitable parameters to be used in the model (radio link budget, etc.) and methods of calculation. For the level of redundancy the contractor shall devise methods for quantifying the quality of the redundancy including such things as the average and maximum distance a miner may need to travel to re-establish communications after an event, the percent of the area covered by an overlay system, etc. The contractor will apply the model to a typical 3, 5, 7 and 9 entry mines and calculate the results which will be included in the system design report.
  - e. The contractor will create a system test proposal. The proposal will identify the following -
    - i. The design standards or other criteria used for hardening the system and how /if a test applies.
    - ii. The level of redundancy expected to be achieved by the system design and how that will be tested.
    - iii. The level of compatibility the system is expected to achieve with existing leaky feeder systems and how/if the compatibility will be tested.
  - f. The contractor will prepare a system design report, which includes the following -
    - i. Description of the system design including drawings and diagrams as necessary to make the design understandable and to clearly indicate how the system design requirements will be met.
    - ii. Discussion of the level of redundancy and level of RF coverage expected to be achieved including the results of the system design modeling effort.
    - iii. A listing of the systems and devices that the wireless distribution system is expected to be compatible with and any anticipated compatibility issues.
    - iv. A rough order of magnitude life cycle cost estimate for a typical underground coal mine to implement the system based on anticipated or known retail pricing. This should include a description of the assumptions that are used for the "typical" coal mine, and how the costs would scale to larger and smaller mines.
    - v. The system test proposal and a discussion of the expected overall system performance.
    - vi. Any issues that the contractor has or anticipates in meeting the design guidelines set forth herein.
    - vii. A listing of any Intellectual Property Rights (IPR) to be used or developed in the course of this project and any other issues that would prevent open competition of such systems with multiple manufacturers.
  - g. The contractor will present the draft of the final system design report in the form of a written report to NIOSH at least 30 days prior to the completion of Phase I. In addition, the contractor will travel to the

Pittsburgh Research Laboratory within this same time period to make a presentation to NIOSH personnel on their Phase I findings. The contractor shall obtain approval of their Phase I report and their proposed system design prior to the initiation of Phase II.

#### Phase II – System Development – (4 months)

Based upon the approved Phase I design criteria, the contractor will develop the hardware for a complete in-mine wireless distribution system taking into account the system design criteria and specification as approved from Phase I and the following -

- a. The system shall be constructed to meet Mine Safety and Health Administration (MSHA) approval criteria for underground coal mining communications equipment.
- b. Within 30 days of the commencement of Phase II the contractor shall deliver a systems development plan for any hardware components that either: a) have not been used commercially in an underground coal mine or b) hardware components that require MSHA approval that has not been obtained previously or c) require fabrication of components that are not readily commercially available. The system development plan will provide a high level schedule for availability of major subassemblies and identify critical path items that are likely to determine the schedule for completion of Phase II.
- c. At least 30 days prior to the completion of Phase II the contractor will travel to the Pittsburgh Research Laboratory and will present the results of their system development. The contractor shall obtain approval of their Phase II development efforts prior to the initiation of Phase III.

#### Phase III – System Demonstration – (up to 9 months)

At the completion of the system development, the contractor will be responsible for the following: -

- a. The contractor will deliver a completed wireless distribution system with all components and hardware necessary to the cooperating mine for installation.
- b. The contractor will work with the cooperating mine during the installation of the system in accordance with the terms of the signed mine agreement obtained in Phase I and will provide required system support to ensure system operation for the duration of the field trial. (Note: mine employees will perform the actual system installation)
- c. The contractor will demonstrate the performance, durability, and redundancy of the leaky feeder communications system in the cooperating coal mine, and perform other tests consistent with the system test plan developed in Phase I. Performance criteria for the system will be based upon the ability of the system to provide each miner, regardless of their location (within the area covered by the system) underground, with wireless radio communications and other criteria that may be identified from Phase I. Assuming 2 months for system installation and debugging, the contractor will field test the system for a minimum of 4 months and the results of the system performance (communication distances and quality) will be submitted to NIOSH. Durability of the system will be assessed by system performance at the conclusion of the field trial. The contractor will document system redundancy through the results of system performance after the system is subjected to component failures which are considered representative by the mine operator and NIOSH. The contractor in cooperation with the mine operator will propose these failure scenarios for acceptance by NIOSH. All problems encountered during the installation and testing of the system shall be documented and reported to NIOSH.
- d. The contractor will submit a draft final report to NIOSH within 1 month of the completion of the underground testing. NIOSH will review the draft report and return suggested changes or comments to the contractor within 1 month of receiving the draft report. The contractor will then have 1 additional month to make needed changes and revisions and produce a final report.

#### **Deliverables to Pittsburgh Research Laboratory**

1. Prior to initiation of the contract the successful bidder will provide a detailed project completion timeline for each phase of the contract.
2. Upon the completion of Phase I, the contractor will furnish a system design report presenting the finalized design criteria and expected system performance and other items as described in the SOW. The contractor



- will also meet with NIOSH at the Pittsburgh Research Laboratory to present the Phase I findings and to discuss system design details.
3. Within 30 days of the commencement of Phase II the contractor will furnish a system development plan as described in the SOW.
  4. Upon completion of Phase II, the contractor will deliver to the cooperating mine a complete communications system which is capable of being installed at the cooperating coal mine. The system shall include all necessary components and hardware, including enough portable radios as specified in Section F.4, as well as detailed installation instructions and operating procedures. The delivered system will be designed and constructed to meet Mine Safety and Health Administration (MSHA) approval criteria for underground coal mining communications equipment.
  5. The contractor shall provide necessary support for the installation and maintenance of the system and its ancillary components during the mine field trial as is outlined in the agreement obtained in Phase I with the cooperating mine. The contractor will establish this agreement with the cooperating mine as to the terms of the system installation and maintenance. A copy of the agreement will be furnished to NIOSH at or before the completion of Phase I.
  6. Upon completion of the system mine demonstration the contractor shall provide a complete report detailing system performance, durability, and redundancy for acceptance by the Pittsburgh Research Laboratory. Upon successful completion of the contract the communications system will become the property of the mine for the purpose of long term evaluation. A draft final report will be submitted to NIOSH within one month of the completion of the in-mine testing. NIOSH will review this draft report and return comments, questions, and recommended changes to the contractor within one month of receiving the final report. The contractor will then have one month to revise the draft report as needed and to provide the required number of contract final reports to NIOSH.

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

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

## Section E - Inspection And Acceptance

| FAR SOURCE | TITLE AND DATE   |
|------------|--|
| 52.246-8   | 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 Place(s) of Performance (Jul 1999)

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

(End of Clause)

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

The effective date of this contract shall be the date shown in Block 28, Page 1 of this contract. The Contractor shall complete the technical effort specified under Section C, within fourteen (14) months after the effective date of the contract. The term of the contract, including time allowed for draft approval and submission of the approved final report, is sixteen (16) months after the effective date of the contract.

(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) Monthly Technical Letter Report

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

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

#### (2) Monthly Financial Letter Report

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

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

(3) Monthly Property Report

(i) Quantity: Two (2) copies.

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

(4) Oral Reviews

(i) Quantity: Three (3) reviews.

(ii) Due Date: One (1) review at the inception of Phase I and one (1) review each on or before thirty (30) days prior to completion of Phase I and one (1) each review each on or before thirty (30) days prior to completion of Phase II.

(iii) Location: At NIOSH Pittsburgh - Pittsburgh Research Laboratory

(5) Cooperating Mine Agreement

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

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

(6) System Design Report

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

(ii) Due Date: On or before thirty (30) days prior the completion of Phase I of the contract.

(7) System Development Plan

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

(ii) Due Date: On or before thirty (30) days after the commencement of Phase II of the contract.

(Content, due date and quantity, phase reports, task reports, program plan, oral reviews and special requirements will be handled on an individual basis.)

(8) Draft of Final Report

(i) Quantity: Two (3) copies in print or in electronic format to be provided by electronic mail to the NIOSH Project Officer and the CDC Contract Administration representatives.

(ii) Due Date: On or before fourteen (14) month after the effective date of the contract or within one (1) month of the completion of the underground testing.

(9) Final Report

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

(ii) Due Date: On or before thirty (30) days after receipt of draft approval.

(b) Report Content

(1) Monthly Technical Report

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

(2) Monthly Financial Letter Report

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

(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) Oral Reviews

The Contractor shall prepare and present Oral Reviews as noted in Section C – Description / Specification / Work Statement.

(5) Cooperating Mine Agreement

The Contractor shall prepare and submit a Cooperating Mine Agreement as noted in Section C – Description / Specification / Work Statement.

(6) System Design Report

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

(7) System Development Plan

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

(8) 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 thirty (30) 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 thirty (30) 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.

(9) 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's Mill Road - B-140  
Pittsburgh PA 15236-0070

Attention: John J. Carolan  
Contract No.: TBD

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

(End of Clause)

**F.4 Deliverable Equipment**

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

Description: Communication System - A fully operational mine communication system for in-mine demonstration, as designed and developed in Phases I and II. Included are enough portable radios for each employee on any given shift (maximum 100 radios). Upon successful completion of the contract, the communication system will become property of the mine for the purpose of long-term evaluation.

Quantity: One (1) Communication System.

Due Date: Upon Completion of Phase II .

(b) Marking of Equipment Shipments

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

National Institute for Occupational Safety and Health  
Pittsburgh Research Laboratory  
C/O Cooperating Mine - Consol Energy  
Loveridge Mine \*  
Fairmont, West Virginia

Mark Attention To: NIOSH / PRL / C/O Consol Energy  
Contract No.: To Be Determined

(c) Place of Delivery - Equipment

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

\* See Section J – List of Attachments – Attachment E – Consol Energy Loveridge Mine Map



## Section G - Contract Administration Data

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

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

### G.2 Contracting Officer (Jul 1999)

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

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

(End of Clause)

### G.3 Project Officer (Jul 1999)

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

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

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

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

(End of Clause)

### G.4 Technical Monitoring (Jul 1999)

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

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

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

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

(b) Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which (i) constitutes an assignment of additional work outside the general scope of the contract; (ii) constitutes a change as defined in the contract clause entitled "Changes"; (iii) in any manner causes an increase or decrease in the total contract cost, the fixed fee or the time required for contract performance; or (iv) changes any of the express terms, conditions, or specifications of the contract.

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

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

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

(End of Clause)

#### **G.5 Evaluation of Contractor Performance (Service) (Jan 2000)**

(a) Purpose

In accordance with FAR 42.1502, the Contractor's performance will be periodically evaluated by the Government, in order to provide current information for source selection purposes. These evaluations will therefore be marked "Source Selection Information."

(b) Performance Evaluation Period

The Contractor's performance will be evaluated at least annually.

(c) Evaluators

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

(d) Performance Evaluation Factors

The contractor's performance will be evaluated in accordance with the attachment listed in Section J titled Performance Evaluation Report.

**(e) Contractor Review**

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

**(f) Resolving Disagreements Between the Government and the Contractor**

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

**(g) Release of Contractor Performance Evaluation Information**

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

**(h) Source Selection Information**

Departments and agencies may share past performance information with other Government departments and agencies when requested to support future award decisions. The information may be provided through interview and/or by sending the evaluation and comment document to the requesting source selection official.

**(i) Retention Period**

The agency will retain past performance information for a maximum period of three years after completion of contract performance for the purpose of providing source selection information for future contract awards.

(End of Clause)

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

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

(End of Clause)

**G.7 Payment by Electronic Funds Transfer (Dec 2005)**

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

(b) In addition to Central Contractor Registration, the contractor shall make the designation by submitting the form titled "ACH Vendor/Miscellaneous Payment Enrollment Form" to the address indicated below. **Note:** The form is either attached to this contract (see Section J, List of Attachments) or may be obtained by contacting the Contracting Officer or the CDC Financial Management Office at (404) 498-4050.

(c) In cases where the contractor has previously provided such designation, i.e., pursuant to a prior contract/order, and been enrolled in the program, the form is not required unless the designated financial institution has changed.

(d) The completed form shall be mailed after award, but no later than 14 calendar days before an invoice is submitted, to the following address:

The Centers for Disease Control and Prevention  
Financial Management Office (FMO)  
P.O. Box 15580  
Atlanta, GA 30333  
Or – Fax copy to: 404-638-5342

(End of Clause)

### **G.8 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.9 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.10 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.11 Voucher/Invoice Submission - Cost Contracts (Mar 2006)**

(a) Contractor voucher requests for reimbursement shall conform to the form, format, and content requirements of the **Billing Instructions for Negotiated Cost Type Contracts**, as detailed in G.12 below, 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.12 Billing Instructions for Negotiated Cost-Type Contracts (Mar 2006)

### 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**

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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

<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.

**G.13 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.14 Marking Requirements (May 1998)**

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

the contract number from Page 1 of the contract.

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

(End of Clause)

**G.15 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.16 Electronic Subcontracting Reporting System (eSRS) (Dec 2005)**

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

(End of Clause)

**G.17 Subcontracting Plan (Jul 1999)**

The Contractor's subcontracting plan, as negotiated, submitted in response to Solicitation 2007-N-09180, is hereby incorporated into this contract by reference.

(End of Clause)

## Section H - Special Contract Requirements

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

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

| Personnel | Title |
|-----------|-------|
|           |       |
|           |       |
|           |       |

(End of Clause)

### H.2 Government Property (Jan 2000)

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

(b) Contractor-Acquired Property (CAP). Regardless of the place of performance, when the costs of such items will be charged to the contract, the Contractor must receive written consent from the Contracting Officer prior to purchase of any item which requires such consent under FAR 52.244-2 (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.3 Subcontracts**

The Contracting Officer's written consent must be obtained before placing any subcontract for which advance notice is required pursuant to FAR Clause 52.244-5 entitled, "Competition in Subcontracting (DEC 1996)". Such notification shall include, but not be limited to, the type of subcontract, the amount, the name and location of the source, and a copy of the proposed subcontract including flow-down provisions to be included. Notification shall be supported by separate cost breakdowns reflecting all elements of cost completed in the same detail as presented in the prime proposal as well as the basis for subcontractor selection. One copy of all executed subcontracts shall be forwarded to the Government Project Office and the Contracting Officer.

### **H.4 Training Requirements (Jan 2000)**

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

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

(End of Clause)

### **H.5 Research Records, Inspection and Consultation (Jul 1999)**

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

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

(End of Clause)

### **H.6 Incorporation of Technical Proposal (May 1998)**

The Contractor's technical proposal, including all revisions thereto, submitted in response to RFP 2007-N-09180 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.7 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.8 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.9 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.10 Dissemination of Information (May 1998)**

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

(End of Clause)

#### **H.11 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.12 Conference Disclaimer and Use of Logos (Apr 2006)**

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

(End of Clause)

**H.13 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.14 Year 2000 Compliance (Jul 1999)**

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

(End of Clause)

## Section I - Contract Clauses

### Section I-1 - Clauses Incorporated By Reference

#### I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

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

*[Insert one or more Internet addresses]*

(End of Clause)

#### I.2 FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

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

(b) The use in this solicitation or contract of any HHSAR (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

| FAR SOURCE            | TITLE AND DATE  |
|-----------------------|---|
| 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 (Sep 2006)  |
| 52.203-7              | Anti-Kickback Procedures (Jul 1995)   |
| 52.203-8              | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)   |
| 52.203-10             | Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)   |
| 52.203-12             | Limitation on Payments to Influence Certain Federal Transactions (Sep 2005)   |
| 52.204-4              | Printed or Copied Double-Sided on Recycled Paper (Aug 2000)   |
| 52.204-7              | Central Contractor Registration (Jul 2006)  |
| 52.204-9              | Personal Identity Verification of Contractor Personnel (Jan 2006)   |
| 52.209-6              | Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006) |
| 52.211-5              | Material Requirements (Aug 2000)  |
| 52.215-2              | Audit and Records - Negotiation (Jun 1999)  |
| 52.215-2 Alternate II | Audit and Records - Negotiation - Alternate II (Apr 1998)   |

|                      |  |
|----------------------|--|
| 52.215-8             | Order of Precedence - Uniform Contract Format (Jul 2005)   |
| 52.215-10            | Price Reduction for Defective Cost or Pricing Data (Oct 1997)  |
| 52.215-12            | Subcontractor Cost or Pricing Data (Oct 1997)  |
| 52.215-15            | Pension Adjustments and Asset Reversions (Oct 2004)  |
| 52.215-17            | Waiver of Facilities Capital Cost of Money (Oct 1997)  |
| 52.215-18            | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)                    |
| 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 (Sep 2006)  |
| 52.219-16            | Liquidated Damages - Subcontracting Plan (Jan 1999)  |
| 52.219-25            | Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Oct 1999)                   |
| 52.222-2             | 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 (Jan 2006)   |
| 52.222-21            | Prohibition of Segregated Facilities (Feb 1999)  |
| 52.222-22            | Previous Contracts and Compliance Reports (Feb 1999)   |
| 52.222-26            | Equal Opportunity (Apr 2002)   |
| 52.222-35            | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) |
| 52.222-36            | Affirmative Action for Workers With Disabilities (Jun 1998)  |
| 52.222-37            | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) |
| 52.222-50            | Combating Trafficking in Persons (Apr 2006)  |
| 52.223-3             | Hazardous Material Identification and Material Safety Data (Jan 1997)  |
| 52.223-3 Alternate I | Hazardous Material Identification and Material Safety Data - Alternate I (Jul 1995)                                  |
| 52.223-6             | Drug-Free Workplace (May 2001)   |
| 52.223-14            | Toxic Chemical Release Reporting (Aug 2003)  |
| 52.225-1             | Buy American Act – Supplies (Jan 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)   |
| 52.230-2             | Cost Accounting Standards (Apr 1998)  |
| 52.230-3             | Disclosure and Consistency of Cost Accounting Practices (Apr 1998)  |
| 52.230-5             | Cost Accounting Standards - Educational Institution (Apr 1998)  |
| 52.230-6             | Administration of Cost Accounting Standards (Apr 2005)  |
| 52.232-9             | Limitation on Withholding of Payments (Aug 2005)  |
| 52.232-17            | Interest (Jun 1996)   |
| 52.232-22            | Limitation of Funds (Apr 1984)  |
| 52.232-23            | Assignment of Claims (Jan 1986)   |
| 52.232-25            | Prompt Payment (Oct 2003)   |
| 52.232-33            | Payment by Electronic Funds Transfer - Central Contractor Registration (Oct 2003)                             |
| 52.233-1             | Disputes (Jul 2002)   |
| 52.233-3             | Protest after Award (Aug 1996)  |
| 52.233-3 Alternate I | Protest after Award - Alternate I (Jun 1985)  |
| 52.233-4             | Applicable Law for Breach of Contract Claim (Oct 2004)  |
| 52.242-1             | Notice of Intent to Disallow Costs (Apr 1984)   |
| 52.242-3             | Penalties for Unallowable Costs (May 2001)  |
| 52.242-4             | Certification of Final Indirect Costs (Jan 1997)  |
| 52.242-13            | Bankruptcy (Jul 1995)   |
| 52.243-2             | Changes - Cost-Reimbursement (Aug 1987)   |
| 52.243-2 Alternate V | Changes - Cost-Reimbursement - Alternate V (Apr 1984)   |
| 52.243-7             | Notification of Changes (Apr 1984)  |
| 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)  |
| 52.246-25            | Limitation of Liability - Services (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.3 FAR 52.215-19 Notification of Ownership Changes (Oct 1997)**

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

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

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

(b) The Contractor shall –

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

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

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

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

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

(End of Clause)

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

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

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

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

Offeror elects to waive the evaluation preference.

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

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

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

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

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### **1.5 FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)**

(a) Definition. As used in this clause—

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

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

##### Notice to Employees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### **1.6 FAR 52.244-2 Subcontracts (Aug 1998)**

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)( or (e) or this clause.

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that –

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds –

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting –

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination –

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

#### **1.7 FAR 52.244-2 Alternate II Subcontracts - Alternate II (Mar 2005)**

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(End of Alternate)

#### **1.8 FAR 52.244-6 Subcontracts for Commercial Items (Jun 2006)**

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

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

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

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

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

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

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

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

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

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

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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



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

(End of clause)

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

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

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

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

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

or

Alternate:

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

(End of Clause)

**I.10 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 Report (Cost-Type Contracts) |
| C | Standard Form 1034 EXHIBIT I (SAMPLE)               |
| D | Standard Form 1035 EXHIBIT II (SAMPLE)              |
| E | Consol Energy Loveridge Mine Map                    |

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

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

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

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

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

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

| FAR Clause # | Title | Date | Change |
|--------------|-------|------|--------|
|              |       |      |        |
|              |       |      |        |
|              |       |      |        |
|              |       |      |        |
|              |       |      |        |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

### K.2 FAR 52.230-1 Cost Accounting Standards Notices and Certification (Jun 2000)

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

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

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

I. Disclosure Statement – Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

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

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

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

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

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the

period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

## II. Cost Accounting Standards – Eligibility for Modified Contract Coverage

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

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

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

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

yes  no

(End of Provision)

## K.3 FAR 52.230-1 Alternate I Cost Accounting Standards Notices and Certification - Alternate I (Apr 1996)

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

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

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

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

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

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

(End of Alternate)

**K.4 FAR 52.230-7 Proposal Disclosure -- Cost Accounting Practice Changes (Apr 2005)**

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

Yes

No

If the offeror checked "Yes" above, the offeror shall—

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

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

(End of provision)

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

(End of Clause)

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

- (a) All potential Contractors are required to complete electronic annual representations and certifications at <http://orca.bpn.gov> in conjunction with registration in the Central Contractor Registration (CCR) database per FAR 4.1102 and FAR 4.1201. Certifications in ORCA are required prior to the submission of contract proposals.
- (b) Contractors shall update the representations and certifications submitted to ORCA as necessary, but at least annually, to ensure they are kept current, accurate, and complete. All Contractors with current contracts shall notify the Contracting Officer in writing when changes are made to ORCA. The representations and certifications are effective until one year from date of submission or update to ORCA.

(End of Clause)

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

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

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

<http://www.acqnet.gov>  
<http://farsite.hill.af.mil/>

*[Insert one or more Internet addresses]*

(End of Provision)

| FAR SOURCE   | TITLE AND DATE   |
|--------------|--|
| 52.204-6     | 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)              |
| HHSAR SOURCE | TITLE AND DATE   |
| 352.232-75   | Incremental Funding (Jan 2001)                           |

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

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

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

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

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

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

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



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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) *Contract award.*

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

(End of Provision)

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

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

(e) Restriction on disclosure and use of data.

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

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

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

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

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

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

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

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

(End of Clause)

### **L.4 FAR 52.204-7 Central Contractor Registration (Jul 2006)**

(a) Definitions. As used in this clause—

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

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

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

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

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

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

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

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

- (1) An offeror may obtain a DUNS number—
  - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
  - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
  - (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and ZIP Code.
  - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

- (g)  
(1)

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

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of clause)

#### **L.5 FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)**

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

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

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

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include –

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

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

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

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

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

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

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

(End of Provision)

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

The Government contemplates award of a cost plus fixed fee [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.

(End of Provision)

#### **L.7 FAR 52.219-24 Small Disadvantaged Business Participation Program - Targets (Oct 2000)**

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

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

(End of provision)

#### **L.8 FAR 52.233-2 Service of Protest (Sep 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Larry E Guess, Centers for Disease Control and Prevention, Acquisition and Assistance Field Branch V, Post Office Box 18070, 626 Cochran Mill Toad, Building 140, Pittsburgh, PA 15236-0070.** [*Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.*]

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

(End of provision)

**L.9 General Instructions (Negotiated) (Jan 2000)**

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

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

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

(d) The proposal must be signed by an official authorized to bind your organization. You must submit **seven (7) each separate detachable business/cost proposal and technical proposal response** copies of your proposal to:

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

Attn: **John J. Carolan**  
Solicitation No. **2008-N-09180**

(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.10 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.11 Technical Proposal Instructions (Feb 2000)**

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



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

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

(1) Understanding the Purpose and Objectives

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

(2) Management Approach

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

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

(3) Technical Approach

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

(4) Personnel and Facilities and Equipment

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

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

(5) Corporate Experience

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

Format

Submit the Technical Proposal in the following format:

Technical/Management Proposal Outline

Executive Summary

Table of Contents

List of Figures

Introduction

Overview of Objectives, Background, and Approach

Special Topics

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

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

**- See Section M - Evaluation Factors for Award, Subsection M.2, Evaluation Factors. Please refer to Section M - Evaluation Factors for Award, Subsection M.2, 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.13, Past Performance Information, and M.3, Past Performance Evaluation.

(End of Provision)

#### **L.12 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.13 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.14 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 **11/15/06**, and maybe submitted via facsimile to 412-386-6429, via e-mail to JCAROLAN@CDC.GOV or mailed hard copy to the address shown as the issuing office on the cover sheet of the solicitation.

(End of Provision)

**L.15 Incurring Costs (May 1998)**

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

(End of Provision)

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

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

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.2 Evaluation Factors**

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

(a) System design and completeness demonstrating the bidders understanding of the project as evidenced by the soundness of the proposal. - 30 Points

(b) Demonstrated experience with the successful deployment of large scale leaky feeder communications technologies in underground mines. - 25 Points

(c) Qualifications and experience of project personnel in the arena of communications systems design, development and deployment of wireless communications and tracking systems. Particular consideration will be given for those with qualifications and experience with MSHA approved systems deployed in the mining industry. - 25 Points

(d) Demonstrated communications system product development, manufacturing and support capabilities. - 20 Points

### **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 **only those offerors remaining in the competitive range after completion of the review of the business proposals and technical proposals.** (*Contract Specialist to delete whichever choice is not appropriate.*)

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

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

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

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

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

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

(End of Provision)

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

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

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

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

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

Offers will be evaluated on the following sub-factors:

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



will be incorporated into and become part of any resulting contract. The extent of participation of all SDB concerns in terms of the value of the total acquisition must be identified.

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

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

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

(d) The following ratings are indicative of the point values that will be assigned to various levels of SDB involvement. The actual scores assigned may fall anywhere within the range of -5.0 to +5.0.

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

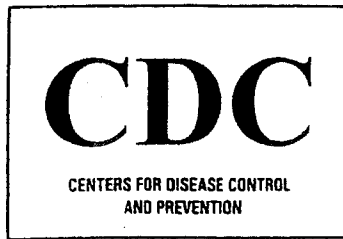
+2.5 Significant involvement of SDB's in the offeror's SDB participation plan. Successful record in complying with prior SDB plans.

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

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

-5.0 Serious doubt exists that SDB's will be involved in contract performance based upon information submitted. Evidence exists in prior non-compliance with SDB goals.

(End of provision)



## VENDOR PAYMENTS: DIRECT DEPOSIT REQUIRED

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

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

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

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

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

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

to 404.638.5342

Complete the form today and fax ~~404-687-4609~~ 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<br><b>CENTERS FOR DISEASE CONTROL &amp; PREVENTION</b> |   |   |
| AGENCY IDENTIFIER:<br><b>CDC</b>  | AGENCY LOCATION CODE (ALC):<br><b>7509-0421</b> | ACH FORMAT:<br><input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP |
| ADDRESS<br><b>P. O. BOX 15580 MS D06</b>                                      |   |   |
| <b>ATLANTA, GA 30333</b>  |   |   |
| CONTACT PERSON NAME:<br><b>Customer Service</b>                               |   | TELEPHONE NUMBER:<br><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:<br>(    ) |

## FINANCIAL INSTITUTION INFORMATION

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



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

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

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

5. Type of Contract: (Check all that apply)  CPFF - Completion  CPFF - Term  CPIF  CPAF  CR  
 ID/IQ  BOA  Requirements  Labor Hour  T&M  SBSA 8(a)  SBIR  Scaled 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>COST CONTROL</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): \_\_\_\_\_

|   |   |
|---|---|
| <p><b>8. KEY PERSONNEL</b></p> <p>Project Manager: Name: _____<br/>Comments/Rating: _____</p> <p style="text-align: center;">Name: _____<br/>Comments/Rating: _____</p> <p style="text-align: center;">Name: _____<br/>Comments/Rating: _____</p> <p style="text-align: center;">Name: _____<br/>Comments/Rating: _____</p> | <p>Employment Dates _____</p> <p>Employment Dates _____</p> <p>Employment Dates _____</p> <p>Employment Dates _____</p> |
| <p>9. Would you select this firm again? Please explain.</p>   |   |
| <p>10. Project Officer Name: _____ Signature: _____<br/>Date: _____</p>   |   |
| <p>11. CONTRACTORS REVIEW: Were comments, rebuttals, or additional information provided? <input type="checkbox"/> No <input type="checkbox"/> Yes. Please attach comments.</p>  |   |
| <p>12. Contractor Name: _____ Signature: _____<br/>Phone: _____ Date: _____<br/>Fax: _____<br/>Internet address: _____</p>  |   |
| <p>13. AGENCY REVIEW: Were contractor comments reviewed at a level above the contracting officer? <input type="checkbox"/> No <input type="checkbox"/> Yes. Comments attached.</p>  |   |
| <p>14. FINAL RATINGS: Re-assess the Block 7 ratings based on contractor comments and agency review. Validate or revise as appropriate.</p> <p>Quality _____ Cost Control _____ Timeliness _____ Business Relations _____</p> <p>Mean Score (Add the ratings above and divide by number of areas rated): _____</p>           |   |
| <p>15. Contracting Officer's Name: _____ Signature: _____<br/>Phone: _____ Date: _____<br/>FAX#: _____<br/>Internet Address: _____</p>  |   |

## **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.

## 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>Cost Control</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>-Within budget (over/under targeted costs)</li> <li>-Current, accurate, and complete billings</li> <li>-Relationship of negotiated costs to actuals</li> <li>-Cost efficiencies</li> <li>-Change orders</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  | Cost issues are compromising performance of contract requirements   | Delays are compromising the achievement of contract requirements, despite use of Agency resources  | Response to inquiries technical/service administrative issues is not effective and responsive   |
| 1. Poor           | Nonconformances require major Agency resources to ensure achievement of contract requirements  | Cost issues require major Agency resources to ensure achievement of contract requirements   | Delays require major Agency resources to ensure achievement of contract requirements   | Response to inquiries technical/service administrative issues is marginally effective and responsive  |
| 2. Fair           | Nonconformances require minor Agency resources to ensure achievement of contract requirements  | Cost issues require minor Agency resources to ensure achievement of contract requirements   | Delays do not significantly impact achievement of contract requirements  | Response to inquiries technical/service administrative issues is usually effective and responsive   |
| 3. Good           | Nonconformances do not impact achievement of contract requirements   | Cost issues do not impact achievement of contract requirements  | Delays do not impact achievement of contract requirements  | Response to inquiries technical/service administrative issues is usually effective and responsive   |
| 4. Excellent      | There are no quality problems  | There are no cost issues  | There are no delays  | Response to inquiries technical/service administrative issues is effective and responsive   |
| 5. 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." |   |  |   |





Standard Form 1000  
 SEPTEMBER 1978  
 GSA FPMR (41 CFR) 101-11.6  
 5010-108

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

VOUCHER NO  
 5  
 SERIALS/ISSUES  
 SHEET NO.  
 2 of 3

**CONTINUATION SHEET**

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT

| NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLES OR SERVICES<br><i>(Give description, item number of contract or Federal acquisition vehicle, and other information deemed necessary)</i> | QUANTITY | UNIT PRICE |      | AMOUNT             |
|--------------------------|-----------------------------|---|----------|------------|------|--------------------|
|                          |                             |   |          | UNIT       | PER  |                    |
|                          |                             | <u>Direct Labor</u>   |          |            |      |                    |
|                          |                             | Statistician  | 100 hr   | 3.00       | hr   | \$ 300.00          |
|                          |                             | Research Assistant  | 50 hr    | 2.50       | hr   | 125.00             |
|                          |                             | Project Director  | 1 mo     | 950.       | mo   | 950.00             |
|                          |                             |   |          |            |      | <u>\$ 1,375.00</u> |
|                          |                             | <u>Fringe Benefits @ 10% of direct labor</u>  |          |            |      | \$ 137.00          |
|                          |                             | <u>Overhead @ 20% of direct labor, excluding fringe benefits (provisional rate)</u>   |          |            |      | \$ 275.00          |
|                          |                             | <u>Materials and Supplies</u>   |          |            |      |                    |
|                          |                             | Culture plates  |          |            |      | \$ 20.00           |
|                          |                             | Cotton swabs  |          |            |      | 5.00               |
|                          |                             | Plastic disposable gloves   |          |            |      | 30.00              |
|                          |                             |   |          |            |      | <u>\$ 55.00</u>    |
|                          |                             | <u>Equipment</u>  |          |            |      |                    |
|                          |                             | Microscope, Arm head, S/N 9999<br>(Contracting Officer's approval letter dated June 15, 1990)   | 1        | 650.       | ea   | \$ 650.00          |
|                          |                             | <u>Other Direct Costs</u>   |          |            |      |                    |
|                          |                             | Postage   |          |            |      | \$ 65.00           |
|                          |                             | Printing  |          |            |      | 35.00              |
|                          |                             |   |          |            |      | <u>\$ 100.00</u>   |
|                          |                             | <u>Travel</u>   |          |            |      |                    |
|                          |                             | Dr. Snow, Project Director, to attend meeting at CDC, Atlanta, GA   |          |            |      |                    |
|                          |                             | Departed 9:15 am, 7/15/90   |          |            |      |                    |
|                          |                             | Returned 6:45 pm, 7/18/90   |          |            |      |                    |
|                          |                             | Jones Airline, Boston-Atlanta, GA, and return (tourist class airfare)   |          |            |      | \$ 175.00          |
|                          |                             | Taxi  |          |            |      | 7.00               |
|                          |                             | Per diem - 3 3/4 days @ \$35/day  |          |            |      | 131.25             |
|                          |                             | Travel for the month of July 1990 via POA   | 1,500 mi | 0.15       | mile | 225.00             |
|                          |                             |   |          |            |      | <u>\$ 538.25</u>   |
|                          |                             | <b>SUBTOTAL</b>   |          |            |      | <b>\$ 3,130.25</b> |

-SAMPLE-

Standard Form 1000  
SEPTEMBER 1979  
GSA GEN. REG. NO. 27  
5010-108

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

VOUCHER NO.

SCHEDULE NO.

SHEET NO.

3 of 3

**CONTINUATION SHEET**

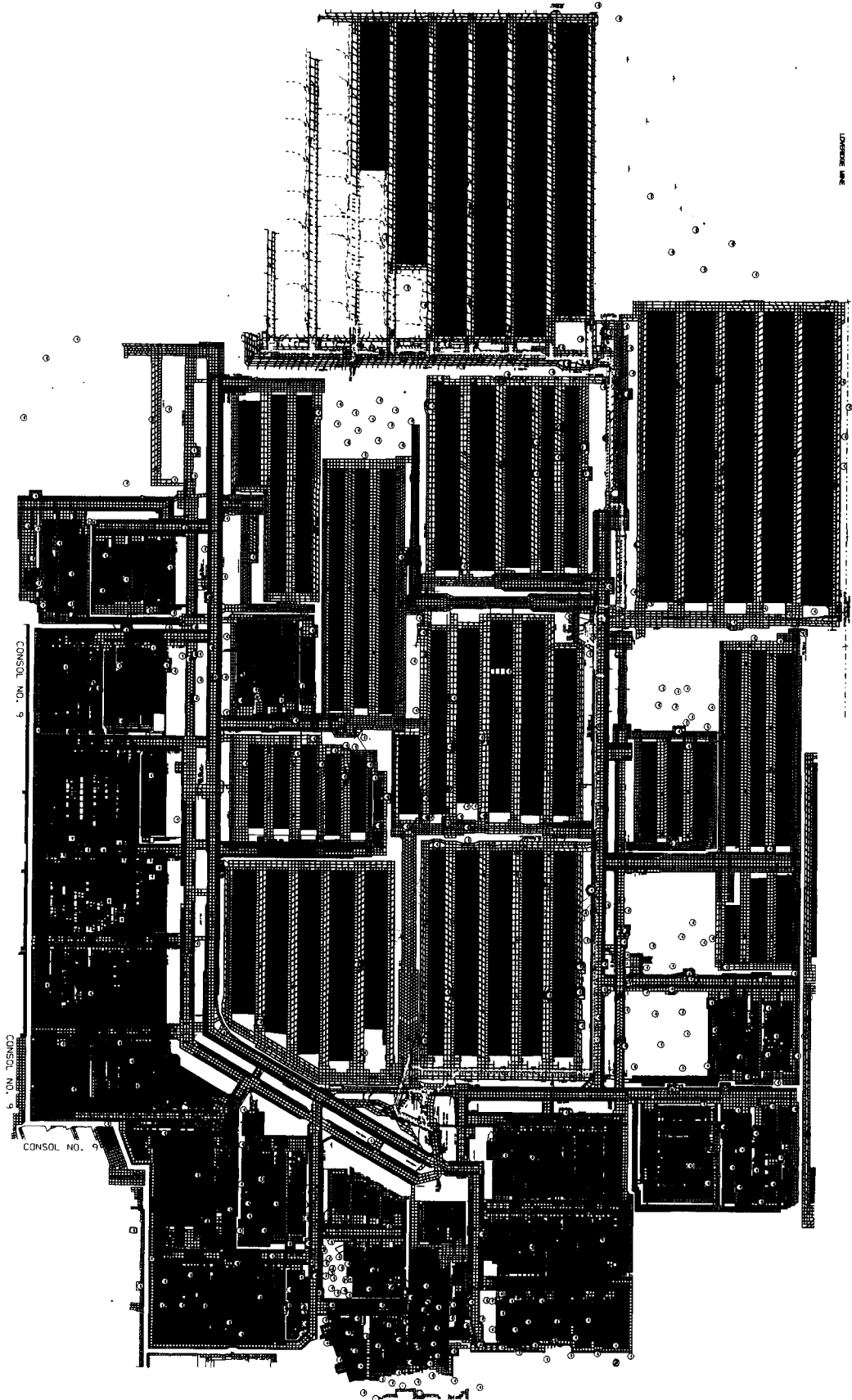
PLA DEPARTMENT, SCHOOL, OR ESTABLISHMENT

| NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLE OR SERVICE<br>(Give description, item number of contract or Federal supply catalog, and other information deemed necessary) | QUANTITY | UNIT PRICE |     | AMOUNT      |
|--------------------------|-----------------------------|---|----------|------------|-----|-------------|
|                          |                             |   |          | GOVT       | PER |             |
|                          |                             | <b>SUBTOTAL</b>   |          |            |     | \$ 3,130.25 |
|                          |                             | <u>G &amp; A @ 15 of total costs</u>  |          |            |     | \$ 31.30    |
|                          |                             | <u>Fixed Fee</u>  |          |            |     | \$ 100.00   |
|                          |                             | <b>TOTAL COST AND FIXED FEE</b>   |          |            |     | \$ 3,261.55 |

**EXHIBIT III (Sample)**

| Category *             | Negotiated Contract Amounts | Am. Claimed This Voucher | Cumulative Am. Claimed to Date | Estimated Cost to Complete |
|------------------------|-----------------------------|--------------------------|--------------------------------|----------------------------|
| Direct Labor           | \$20,000.00                 | \$ 1,375.00              | \$10,000.75                    | \$ 9,999.25                |
| Fringe Benefits        | 10,000.00                   | 137.00                   | 4,749.90                       | 5,250.90                   |
| Overhead               | 12,000.00                   | 275.00                   | 5,638.25                       | 6,361.75                   |
| Materials and Supplies | 1,500.00                    | 55.00                    | 165.00                         | 1,335.00                   |
| Equipment              | 1,000.00                    | 65.00                    | 650.00                         | 350.00                     |
| Other Direct Costs     | 1,000.00                    | 100.00                   | 175.00                         | 825.00                     |
| Travel                 | 1,000.00                    | 50.25                    | 750.00                         | 250.00                     |
| Consultants            | 1,000.00                    | 0.00                     | 100.00                         | 900.00                     |
| G & A                  | 1,000.00                    | 31.30                    | 222.28                         | 777.71                     |
| Fixed Fee              | 1,500.00                    | 100.00                   | 100.00                         | 1,400.00                   |
| <b>TOTALS</b>          | <b>\$50,000.00</b>          | <b>\$ 3,261.55</b>       | <b>\$22,550.79</b>             | <b>\$27,449.71</b>         |

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



Loveridge Mine Map