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Author

Corporate Author Veterans Administration, DM&S Supply Service (134C),

Report/Article Title Request for Proposal Number 101(134C)-8-80: Development of a Protocol for an Epidemiological Study of Phenoxy Herbicide, Including "Agent Orange"

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Descripton Notes

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 1

1. AMENDMENT/MODIFICATION NO. 1
2. EFFECTIVE DATE 3/25/80
3. REQUISITION/PURCHASE REQUEST NO.
4. PROJECT NO. (If applicable)

5. ISSUED BY CODE
Veterans Administrtation
DM&S Supply Service (134C)
810 Vermont Ave., NW
Washington, DC 20420

6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE
(Street, city, county, state, and ZIP Code)
TO ALL PROSPECTIVE BIDDERS

8. [XX] AMENDMENT OF SOLICITATION NO. 101(134C)-8-80
DATED 3/19/80 (See block 9)
[ ] MODIFICATION OF CONTRACT/ORDER NO. _____
DATED _____ (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
[XX] The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:
(a) By signing and returning 1 copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
(a) [ ] This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.
(b) [ ] The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.
(c) [ ] This Supplemental Agreement is entered into pursuant to authority of _____
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The subject line on the cover letter accompanying the subject RFP should read as follows:

SUBJ: Request for Proposal Number 101(134C)-8-80: Development of a Protocol for an Epidemiological Study of Phenoxy Herbicide, Including "Agent Orange"

All other terms and conditions of the proposal remain the same. If, due to the above error you have discarded the RFP and still wish a copy, please contact the undersigned at 202-389-2411/3129. Collect calls will not be accepted.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. [X] CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT [ ] CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
BY _____ (Signature of person authorized to sign)

17. UNITED STATES OF AMERICA
BY J.R. Ryan (Signature of Contracting Officer)

15. NAME AND TITLE OF SIGNER (Type or print)
16. DATE SIGNED
18. NAME OF CONTRACTING OFFICER (Type or print) J.R. RYAN
19. DATE SIGNED 3/25/80

Department of Medicine and Surgery
Washington, D.C. 20420

Veterans Administration

March 19, 1980

TO: Prospective Offerors

FROM: Veterans Administration (134C)

SUBJ: Request for Proposal Number 101 (134C)-8-80 Physician and Allied Health Recruitment and Referral System

You are invited to submit a proposal in six copies complete with pricing information in accordance with the enclosed work statement. The Veterans Administration anticipates that the Request for Proposal (RFP) will result in a firm fixed-price contract.

All prospective offerors receiving the RFP, who do not intend to respond by submitting a proposal, are requested to so advise this office by submitting a "no bid" at the very earliest opportunity.

Contractors submitting restrictive data will mark as below:

> "This data furnished in response to RFP 101(134C)-8-80 shall not be disclosed outside the Government or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to the offeror as a result of or in connection with the submission of the data the Government shall have the right to duplicate use, or disclose this data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in such data if it is obtained from another source without restrictions. The data subject to the restriction is contained in Sheets.....".

The Government reserves the right to reject any proposal, at any time after the closing date and to conduct negotiations to the extent the Government deems necessary and appropriate. However, your proposal should be submitted to the most favorable basis as to price, delivery or time for completion and other factors since the Government may elect to make an award without further discussions or negotiations. Proposals submitted in response to the Request for Proposals will not be returned, but will be retained by the Veterans Administration for official record (manuals will be returned to the vendor upon request).

TO: Prospective Offerors
DATE:
SUBJ: RFP 101(134C)-8-80
PAGE: 2

The closing date for the Request for Proposal 101(134C)-8-80 is 3:30 p.m. May 8, 1980, local time

IF MAILED:

Veterans Administration
DM&S, Supply Service (134C)
810 Vermont Avenue, N.W.
Washington, D.C. 20420

IF HAND CARRIED:

Deliver to Mr. J. R. Ryan, or his designee,
Room 756, above address.
Deliveries to other than the stated room will be deemed late bids, if not received by the hour and date specified in RFP, to the specified destination.

Your firm must place the following notation in the lower left corner of the sealed envelope or package

MAIL ROOM THIS IS A SEALED OFFER: DO NOT OPEN.
PLEASE RECORD DATE AND TIME OF RECEIPT UPON ENVELOPE.
Proposal Number RFP 101(134C)-8-80 Due date and time
May 8, 1980, 3:30 p.m., local time.

Your attention is invited to the clause entitled "Late Proposal, Modification of Proposals, and Withdrawal of Proposals" appearing in VA Form 10-1130.

Any questions you may have relating to the technical aspects only, should be referred to L. Hobson, M.D., Ph.D., (202) 389-2616. Any questions relating to contractual matters or having cost implications, should be directed to the undersigned at (202) 389-2411/3129 (no collect calls accepted).

J. R. Ryan
J. R. RYAN
Contracting Officer

Enclosures

SOLICITATION, OFFER AND AWARD

2. CERTIFIED FOR NATIONAL DEFENSE UNDER DPS REG. 1 AND/OR DMS REG. 1 — RATING

4. PAGE 1 OF 30

1. CONTRACT (Proc. Inst. Ident.) NO

2. SOLICITATION NO: 101(134C)-8-80 — ☐ ADVERTISED (IFB) ☒ NEGOTIATED (RFP)

3. DATE ISSUED: 3/19/80

5. REQUISITION/PURCHASE REQUEST NO

7. ISSUED BY — CODE

Veterans Administration
DM&S, Supply Service (134C)
Procurement Division
810 Vermont Avenue, N.W. Wash., D.C. 20420

6. ADDRESS OFFER TO (If other than Block 7)

In sealed procurement "offer" and "offeror" shall be construed to mean "bid" and "bidder"

SOLICITATION

8. Sealed offers in original and Five (5) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Block 6, or if hand-carried, in the depository located in Room 758 Block 7 Address until 3:30 PM (Hour) local time 5/8/80 (Date)

If this is an advertised solicitation, offers will be publicly opened at that time.

CAUTION – LATE OFFERS: See para. 7 and 8 of Solicitation Instructions and Conditions.

All offers are subject to the following:

1. The Solicitation Instructions and Conditions, SF 33-A, Jan. 1978 edition which is attached or incorporated herein by reference.
2. The General Provisions, SF 32, April 1975 edition, which is attached or incorporated herein by reference.
3. The Schedule included herein and/or attached hereto.
4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in schedule.)

FOR INFORMATION CALL (Name & telephone no.) (No collect calls) ▶ J. R. RYAN (202) 389-2411/3129

SCHEDULE

10 ITEM NO	11 SUPPLIES/SERVICES	12 QUANTITY	13 UNIT	14 UNIT PRICE	15 AMOUNT
	Development of a Protocol for an Epidemiological Study of Phenoxy Herbicide, Including "Agent Orange."				

See continuation of schedule on page 4

OFFER (pages 2 and 3 must also be fully completed by offeror)

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.

16. DISCOUNT FOR PROMPT PAYMENT (See par. 8, SF 33-A)
% 10 CALENDAR DAYS % 20 CALENDAR DAYS % 30 CALENDAR DAYS % CALENDAR DAYS

17. OFFEROR — CODE — FACILITY CODE

NAME AND ADDRESS (Street, city, county, State and Zip code)

AREA CODE AND TELEPHONE NO ▶

☐ Check if remittance address is different from above — enter such address in Schedule

18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

19. SIGNATURE

20. OFFER DATE

AWARD (To be completed by Government)

21. ACCEPTED AS TO ITEMS NUMBERED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 7

25. NEGOTIATED PURSUANT TO: ☐ 10 U.S.C. 2304(c)( ) ☒ 41 U.S.C. 252(c)

26. ADMINISTERED BY (If other than Block 7) — CODE

27. PAYMENT WILL BE MADE BY — CODE

Fiscal Officer
Veterans Administration
810 Vermont Avenue, N.W.
Washington, D.C. 20420

28. NAME OF CONTRACTING OFFICER (Type or print)

J. R. RYAN

29. UNITED STATES OF AMERICA

BY (Signature of contracting officer)

30. AWARD DATE

Award will be made on this form, or on Standard Form 26, or by other official written notice

REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS

REPRESENTATIONS *(Check or complete all applicable boxes or blocks.)*
The offeror represents as part of his offer that:

1. SMALL BUSINESS *(See par. 14 on SF 33-A.)*

He ☐ is, ☐ is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder ☐ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. MINORITY-BUSINESS ENTERPRISE

He ☐ is, ☐ is not, a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American Eskimos, and American-Aleuts.

3. REGULAR DEALER – MANUFACTURER *(Applicable only to supply contracts exceeding $10,000.)*

He is a ☐ regular dealer in ☐ manufacturer of, the supplies offered.

4. CONTINGENT FEE *(See par. 15 on SF 33-A.)*

(a) He ☐ has, ☐ has not, employed or retained any company or persons *(other than a full-time bona fide employee working solely for the offeror)* to solicit or secure this contract, and (b) he ☐ has, ☐ has not, paid or agreed to pay any company or person *(other than a full-time bona fide employee working solely for the offeror)* any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. *(Interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)*

5. TYPE OF BUSINESS ORGANIZATION

He operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a corporation, incorporated under the laws of the State of _____.

6. AFFILIATION AND IDENTIFYING DATA *(Applicable only to advertised solicitations.)*

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He ☐ is, ☐ is not, owned or controlled by a parent company. *(See par. 16 on SF 33-A.)*

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS (Include ZIP code) ▶

(c) EMPLOYER'S IDENTIFICATION NUMBER (SEE PAR. 17 on SF 33-A)	OFFEROR'S E.I. NO	PARENT COMPANY'S E.I. NO

7. EQUAL OPPORTUNITY

(a) He ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that he ☐ has, ☐ has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

(b) The bidder (or offeror) represents that (1) he ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) he ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. *(The above representation shall be completed by each bidder (or offeror) whose bid (offer) is $50,000 or more and who has 50 or more employees.)*

CERTIFICATIONS *(Check or complete all applicable boxes or blocks)*

1. BUY AMERICAN CERTIFICATE

The offeror certifies as part of his offer, that: each end product, except the end products listed below, is a domestic end product (as defined in the *clause* entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN

2. CLEAN AIR AND WATER *(Applicable if the bid or offer exceeds $100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C.1319(c)) and is listed by EPA, or is not otherwise exempt.)*

The bidder or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract ☐ has, ☐ has not, been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION *(See par. 18 on SF 33-A)*

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for that purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

4. CERTIFICATION OF NONSEGREGATED FACILITIES *(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.)*

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). *NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001.*

ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated as follows:	AMENDMENT NO	DATE	AMENDMENT NO	DATE

NOTE: Offers must set forth full, accurate and complete information as required by this Solicitation (including attachments). The penalty

INCORPORATION OF FORMS: Each of the following forms is hereby incorporated by reference and made a part of this solicitation. Copies are available from the issuing office upon request.

STANDARD FORM 32 - GENERAL PROVISIONS (SUPPLY CONTRACT), (REV. 4-75) Except clause 15 is modified to delete the words "At Hard Labor" contained in line 3 and clauses 12, 21, 22, 23 and 25 are deleted.

STANDARD FORM 33A - SOLICITATION INSTRUCTIONS AND CONDITIONS (REV. 1-78)

VA FORM 10-1130 - VA SOLICITATION INSTRUCTIONS AND CONDITIONS AND GENERAL PROVISIONS SUPPLEMENTING SF 33A AND SF 32, Oct. 1978. All references to SF 33A (1969 edition) and (1977 edition) within VA Form 10-1130 are modified to reference SF 33A (Rev. 1-78). The clause entitled "CAUTION TO BIDDERS BID ENVELOPES" in paragraph 22a is deleted.

INCORPORATION OF CLAUSES: The following clause is hereby incorporated by reference and made a part of this solicitation. Copies are available from the issuing office upon request.

UTILIZATION OF LABOR SURPLUS AREA CONCERNS: As listed in FPR Amendment 192, dated June 14, 1978, Paragraph 1-1.805-3(a).

WOMAN-OWNED BUSINESS: Concern is ( ) is not ( ) a woman-owned business. A woman-owned business is a business which is, at least, 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in day-to-day management. For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are, or are not, woman-owned if this information is available.

DUNS NUMBER: The offeror shall identify its Duns Contractor Establishment Number.

PERCENT OF FOREIGN CONTENT: The offeror/contractor will represent (as an estimate), immediately after award of a contract, the percent of foreign content of the item or service being procured expressed as a percent of the contract award price (accuracy within plus or minus 5 percent is acceptable.)

UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS:

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.

(b) The contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this contract. The contractor further agrees to cooperate in any studies or surveys that may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of the contractor's compliance with this clause.

(c) (1) The term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and in relevant regulations promulgated pursuant thereto.

(2) The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern-

(i) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(ii) whose management and daily business operations are controlled by one or more of such individuals.

The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

UTILIZATION OF WOMEN-OWNED BUSINESS CONCERNS:

(a) It is the policy of the United States Government that a fair proportion of the purchases and contracts for supplies and services for the Federal Government be placed with women-owned business concerns.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, a woman-owned business concern means a business that is at least 51% owned by a woman or women who also control and operate it.

Controlled in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.

COST OR PRICING DATA REQUIREMENTS: Any contract modification which involves aggregate increases and/or decreases in costs, plus applicable profits, in excess of $100,000 will be subject to the cost and pricing requirements of FPR 1-3.814-1, 2, and 3, and the certification of cost and pricing data required by FPR 1-3.807-3. These clauses are available from the issuing office upon request.

DISPUTES:

(A) This contract is subject to the Contract Disputes Act of 1978 (41 USC 601, et. seq.). If a dispute arises relating to the contract, the Contractor may submit a claim to the Contracting Officer who shall issue a written decision on the dispute in the manner specified in DAR 1-314 (FPR 1-1.318).

(B) "CLAIM" Means

(1) a written request submitted to the Contracting Officer;
(2) for payment of money, adjustment of contract terms, or other relief;
(3) which in dispute or remains unresolved after a reasonable time for its review and disposition by the Government; and
(4) for which a Contracting Officer's decision is demanded.

(C) In the case of disputed request or amendments to such requests for payment exceeding $50,000, or with any amendment causing the total request in dispute to exceed $50,000, the Contractor shall certify, at the time of submission as a claim, as follows:

> I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.
> (Contractor's Name) (Title)

(D) The Government shall pay the Contractor interest

(1) on the amount found due on claims submitted under this clause;
(2) at the rates fixed by the Secretary of the Treasury, under the Renegotiation Act, Public Law 92-41;
(3) from the date the Contracting Officer receives the claim, until the Government makes payment.

(E) The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless an appeal or action is timely commenced within the times specified by the Contract Disputes Act of 1978.

(F) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action related to the contract, and comply with any decision of the Contracting Officer.

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, cost or pricing data[1] submitted in writting, or specifically identified in writing if actual submission of the date is impracticable (see § 1-3.807-3(h)(2)), to the Contracting Officer or his representative in support of _____[2] are accurate, complete, and current as of _____,[3]
(Date)

Firm ----------

Name ----------

Title ----------

----------[4]
(Date of execution)

[1]For definition of "cost or pricing data," see FPR § 1-3.807-3.

[2]Describe the proposal, quotation, request for price adjustments, or other submission involved, giving appropriate identifying number (e.g., RFP No. -------).

[3]This date shall be the date when the price negotiations were concluded and the contract price was agreed to. The responsibility of the contractor is not limited by the personal knowledge of the contractor's negotiator if the contractor had information reasonably available (see § 1-3.807-5(a)) at the time of agreement, showing that the negotiated price is not based on accurate, complete, and current data.

[4]This date should be as close as paracticable to the date when the price negotiations were concluded and the contract price was agreed upon.

SUBCONTRACTOR COST OR PRICING DATA

(a) The Contractor shall require subcontractors hereunder to submit, actually or by specific identification in writing, cost or pricing data under the following circumstances:

(1) Prior to the award of any subcontract the amount of which is expected to exceed $100,000 when entered into;

(2) Prior to the pricing of any subcontract modification which involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed $100,000; except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(b) The Contractor shall require subcontractors to certify, in substantially the same form that used in the certificate by the Prime Contractor to the Government, that to the best of their knowledge and belief, the cost and pricing data submitted under (a) above is accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(c) The Contractor shall insert the substance of this clause including this paragraph (c) in each subcontract hereunder which exceeds $100,000 when entered into except where the price thereof is based adequate price competition established catalog or market prices of commercial items sold in substantial quantities to the general public or price set by law or regulation. In each such excepted subcontract hereunder in excess of $100,000, the Contractor shall insert the substance of the following clause:

SUBCONTRACTOR COST OR PRICING DATA -- PRICE ADJUSTMENTS

(a) Paragraphs (b) and (c) of this clause shall become operative only with respect to ay modification made pursuant to one or more provisions of this contract which involves aggregate increases and/or decreases in costs plus applicable profits expected to exeed $100,000. The requirements of this clause shall be limited t such contract modifications.

(b) The Contractor shall require subcontractors hereunder to submit, actually or by specific identification in writing, cost or pricing data under the following circumstances:

(1) Prior to award of any subcontract, the amount which is expected to exceed $100,000 when entered into;

(2) Prior to the pricing of any subcontract modification which involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed $100,000; except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(c) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the Prime Contractor to the Government, that to the best of their knowledge and belief the cost and pricing data submitted under (b) above is accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract hereunder which exceeds $100,000 when entered into.

PRIVACY ACT NOTIFICATION

This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 USC 552a) and applicable agency regulations. Violations of the Act may involve the imposition of criminal penalties.

PRIVACY ACT

a. The contractor agrees:

(1) To comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;

(2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and

(3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.

b. In the event of violation of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.

c. The terms used in this clause have the following meanings:

(1) "Operation of a system or records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

If any price, including profit or fee, negotiated in connection with this contract or any cost reimbursable under this contract was increased by any significant sums because:

(a) The Contractor furnished cost or pricing data which was not accurate, complete and current as certified in the Contractor's Certificate or Current Cost or Pricing Data;

(b) A subcontractor, pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data - Price Adjustments" or any subcontract clause therein required, furnished cost or pricing data which was not accurate, complete and current as certified in the subcontractor's Certificate of Current Cost or Pricing Data;

(c) A subcontractor or prospective subcontractor furnished cost or pricing data which was required to be accurate, complete and current and to be submitted to support a subcontract cost estimate furnished by the Contractor but which was not accurate, complete and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(d) The Contractor or a subcontractor or prospective subcontractor furnished any data, not within (a), (b) or (c) above, which was not accurate as submitted; the price or cost shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction. However, any reduction in the contract price due to defective subcontract data of a prospective subcontractor when the subcontract was not subsequently awarded to such subcontractor, will be limited to the amount (plus applicable overhead and profit markup) by which the actual subcontract, or actual cost to the Contractor if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor: Provided, the actual subcontract price was not affected by defective cost or pricing data.

(NOTE: Since the contract is subject to reduction under this clause by reason of defective cost of pricing data submitted in connection with certain subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by hiw lower tier subcontractors.)

AUDIT

(a) General. The Contracting Officer or his representatives shall have the audit and inspection rights described in the applicable paragraphs (b), (c) and (d) below.

(b) Examination of costs. If this is a cost-reimbursement type, incentive, time and materials, labor hour or price redeterminable contract, or any combination thereof, the Contractor shall maintain, and the Contracting Officer or his representatives shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. Such right of examination shall include inspection at all reasonable times of the Contractor's plants, or such parts thereof, as may be engaged in the performance of this contract.

(c) Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the United States Government shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation, pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted. Additionally, in the case of pricing any change of modification exceeding $100,000 to formally advertised contracts, the Comptroller General of the United States or his representatives who are employees of the United States Government shall have such rights. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(d) Availability. The materials described in (b) and (c) above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract or such lesser time specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20) and for such longer period, if any, as is required by applicable statute, or by other clauses of this contract, or by (1) and (2) below:

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of 3 years from the date of any resulting final settlement.

(2) Records which relate to appeals under the "Disputes" clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such

appeals, litigation, or claims have been disposed of.

(e) The Contractor shall insert a clause, including this paragraph (e), in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the Contracting Officer under the Government prime contract.

KEY PERSONNEL

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

UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(The following clause is applicable if this contract exceeds $10,000.)

(a) It is the policy of the Government to award contracts to labor surplus area concerns that agree to perform substantially in labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference: (1) Small business concerns that are labor surplus area concerns, (2) other small business concerns, and (3) other labor surplus area concerns.

(c)(1) The term "labor surplus area" means a geographical area identified by the Department of Labor as an area of concentrated unemployment or underemployment or an area of labor surplus.

(2) The term "labor surplus area concern" means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas.

(3) The term "perform substantially in a labor surplus area" means that the costs incurred on account of manufacturings, production, or appropriate services in labor surplus areas exceed 50 percent of the contract price.

TRAVEL & PER DIEM

A. All travel under this contract shall be at tourist, coach fares or less than first class unless itinerary of nonavailability dictate otherwise. All automobile travel shall be reimbursed at 18.5 cents per mile when advantageous to the Government. Per Diem allowances are as follows in the table below:

When the Average Daily Lodging Rate is (See Note Below:	The Per Diem Rate will be:
No Cost	$16.00
$ .01 to $ 1.00	$17.00
$ 1.01 to $ 2.00	$18.00
$ 2.01 to $ 3.00	$19.00
$ 3.01 to $ 4.00	$20.00
$ 4.01 to $ 5.00	$21.00
$ 5.01 to $ 6.00	$22.00
$ 6.01 to $ 7.00	$23.00
$ 7.01 to $ 8.00	$24.00
$ 8.01 to $ 9.00	$25.00
$ 9.01 to $10.00	$26.00
$10.01 to $11.00	$27.00
$11.01 to $12.00	$28.00
$12.01 to $13.00	$29.00
$13.01 to $14.00	$30.00
$14.01 to $15.00	$31.00
$15.01 to $16.00	$32.00
$16.01 to $17.00	$33.00
$17.01 to $18.00	$34.00
Over $18.00	$35.00

Note: In averaging, fractions of a cent will be disregarded.

A maximum per diem rate of $16 is authorized where the travel period is less than 24 hours and overnight stay is not involved.

No Per Diem is allowed for travel period of 10 hours or less during the calendar day, EXCEPT: When the travel period is 6 hours or more and begins before 6 a.m. or terminates after 8 p.m.

B. All travel outside of the Continental United States must be approved in writing in advance by the Contracting Officer.

C. For temporary duty travel to or within the cities designated as high rate geographical areas below, a traveler automatically shall be placed in an actual subsistence expense status and shall be reimbursed for the actual and necessary subsistence expenses incurred not to exceed the maximum rate prescribed for the particular geographical area involved.

Designated High Rate Geographical Areas: (The HRGA boundary is defined as "all locations within the corporate limits thereof" unless otherwise specified:	Prescribed Maximum Daily Rates
Akron, OH	$42
Albany, NY (All locations within Albany County)	47
Albuquerque, NM (All locations within Bernalillo County)	43
Amarillo, TX	40
Asheville, NC	42
Atlanta, GA	47
Austin, TX	46
Baltimore, MD	50

Designated High Rate Geographical Areas: (The HRGA boundary is defined as "all locations within the corporate limits thereof" unless otherwise specified)	Prescribed Maximum Daily Rates
Baton Rouge, LA	$42
Birmingham, AL	42
Boise, ID	41
Boston, MA (All locations within the counties of Middlesex, Norfolk, and Suffolk)	50
Bridgeport, CT (All locations within Fairfield County)	48
Buffalo, NY (All locations within the corporate limits of Buffalo and Niagara Falls, NY)	49
Burlington, VT	45
Casper, WY	44
Charleston, SC (All locations within Charleston and Berkeley Counties)	41
Charleston, WV	47
Cheyenne, WY	44
Chicago, IL (All locations within Lake and Cook Counties)	50
Cincinnati, OH	46
Cleveland, OH	50
Columbus, OH	45
Dallas, TX (All locations within Dallas and Tarrant Counties)	50
Dayton, OH (All locations within the corporate limits of Dayton including Wright-Patterson AFB)	44
Denver, CO (All locations within Denver, Adams, Arapahoe, and Jefferson Counties)	46
Des Moines, IA	40
Detroit, MI	50
Dover, NJ (All locations within the corporate limits of Dover including Picatinny Arsenal, NJ)	45
Eatontown, NJ (All locations the corporate limits of Eatontown including Fort Monmouth, NJ)	48
El Paso, TX	43
Ft. Wayne, IN	50
Fresno, CA	43
Great Falls, MT	41

Designated High Rate Geographical Areas: (The SMSA boundary is defined as "all locations within the corporate limits thereof unless otherwise specified)	Prescribed Maximum Daily Rates
Harrisburg, PA	45
Hartford, CT (All locations within Hartford County)	50
Houston, TX (All locations within the corporate limits of Houston including the L.B.Johnson Space Center and Ellington AFB)	50
Indianapolis, IN (All locations within the corporate limits of Indianapolis including Fort Benjamin Harrison, IN)	47
Jacksonville, FL	4[illegible]
Kalamazoo, MI	4[illegible]
Kansas City, MO/Kansas City, KS	48
Lake Placid, NY	50
Las Vegas, NV	5[illegible]
Lexington, KY	[illegible]
Los Alamos, NM	5[illegible]
Los Angeles, CA (All locations within Los Angeles, Orange and Ventura Counties)	5[illegible]
Louisville, KY	[illegible]
Madison, WI	4[illegible]
Manchester, NH	4[illegible]
Memphis, TN	45
Miami, FL (All locations within Dade, Broward, Palm Beach and Ventura Counties)	[illegible]
Milwaukee, WI	
Minneapolis/St.Paul, MN (All locations within Anoka, Hennepin, and Ramsey Counties including the Fort Snelling Military Reservation)	5[illegible]
Monterey, CA (All locations within Monterey County)	4[illegible]
Nashville, TN	4[illegible]
Newark, NJ (All locations within Bergen, Essex, Hudson, Passaic, and Union Counties)	50
New Haven, CT	45
New Orleans, LA (All locations within Jefferson, Orleans, Plaquemines, and St. Bernard Parishes)	5[illegible]

Designated High Rate Geographical Areas: (The HRGA boundary is defined as "all locations within the corporate limits thereof" unless otherwise specified)	Prescribed Maximum Daily Rates
New York, NY (All locations within the Boroughs of the Bronx, Brooklyn, Manhattan, Queens, and Staten Island and the Counties of Nassau and Suffolk)	$50
Norfolk, VA (All locations within the cities of Norfolk, Virginia Beach, Hampton, Newport News, Portsmouth, and Chesapeake, VA)	47
Oklahoma City, OK	43
Omaha, NE	45
Orlando, FL	47
Philadelphia, PA (All locations within Philadelphia and Bala Cynwyd, PA)	50
Phoenix, AZ (All locations within the corporate limits of Phoenix and Scottsdale, AZ)	46
Pittsburgh, PA	50
Pittsfield, MA	50
Portland, ME	47
Portland, OR	50
Portsmouth, NH (All locations within the corporate limits of Portsmouth and Newington (Pease AFB), NH, and Kittery, ME (Portsmouth Naval Shipyard)	48
Providence, RI	50
Raleigh, NC	42
Richmond, VA	44
Roanoke, VA	43
Rochester, NY	45
Rockford, IL	40
St. Louis, MO	46
Sacramento, CA (All locations within the corporate limits including McClellan AFB and Mather AFB)	45
Salt Lake City, UT	49
San Antonio, TX	41
San Diego, CA (All locations within San Diego County)	50
San Francisco/Oakland, CA (All locations within San Francisco and Alameda Counties	50

Designated High Rate Geographical Areas: (The SMSA Boundary is defined as "All locations within the corporate limits thereof" unless otherwise specified)	Prescribed Maximum Daily Rates
San Jose, CA (All locations within Santa Clara County)	$44
San Mateo, CA (All locations within Santa Barbara County)	50
Seattle, WA (All locations within King County)	49
Spokane, WA	42
Springfield, IL	39
Springfield, MA	41
Syracuse, NY	43
Tampa/St. Petersburg, FL(All locations within Hillsboro and Pinellas Counties)	42
Toledo, OH	43
Tucson, AZ	48
Tulsa, OK	40
Valley Forge, PA (All locations within the corporate limits of Valley Forge and King of Prussia, PA)	50
Washington, D.C.(All locations within the corporate limits of Washington, D.C.; the cities of Alexandria, Falls Church, and Fairfax, and the counties of Arlington, Loudoun, and Fairfax in Virginia; and the counties of Montgomery and Prince Georges in Maryland)	50
Wichita, KS	44
Wilmington, DE	47
Worcester, MA	44
York, PA	41

D. The provisions of this issue are effective for travel performed on or after July 1, 1979.

XV.

COST ACCOUNTING STANDARDS
CERTIFICATION - NONDEFENSE APPLICABILITY

Any negotiated contract in excess of $100,000 resulting from this solicitation shall be subject to the requirements of the clauses entitled Cost Accounting Standards - Nondefense Contract (FPR § 1-3.1204-2(a)) and Administration of Cost Accounting Standards (FPR § 1-3.1204-1(b)) if it is awarded to a contractor's business unit that is performing a national defense contract or subcontract which is subject to cost accounting standards pursuant to 4 CFR 331 at the time of award, except contracts which are otherwise exempt (see FPR § 1-3.1203-2(a) and (c)(4)). Otherwise, an award resulting from this solicitation shall be subject to the requirements of the clauses entitled Consistency of Cost Accounting Practices - Nondefense Contract (FPR § 1-3.1204-2(h)) and Administration of Cost Accounting Standards (FPR § 1-3.1204-1(b)) if the award is (i) the first negotiated contract over $500,000 in the event the award is to a contractor's business unit that is not performing under any CAS covered national defense or nondefense contract or subcontract, or (ii) a negotiated contract over $100,000 in the event the award is to a contractor's business unit that is performing under any CAS covered national defense or nondefense contract or subcontract, except contracts which are otherwise exempt (see FPR § 1-3.1203-2(a) and (c)(4)). This solicitation notice is not applicable to small business concerns.

CERTIFICATE OF CAS APPLICABILITY

The offeror hereby certifies that:

A [ ] It is currently performing a negotiated national defense contract or subcontract that contains a Cost Accounting Standards Clause (4 CFR 331), and it is currently required to accept that clause in any new negotiated national defense contracts it receives that are subject to cost accounting standards.

B [ ] It is currently performing a negotiated national defense or nondefense contract or subcontract that contains a cost accounting standards clause required by 4 CFR 331 or 332 or by FPR Subpart 1-3.12, but it is not required to accept the 4 CFR 331 clause in new negotiated national defense contracts or subcontracts which it receives that are subject to cost accounting standards.

C [ ] It is not performing any CAS covered national defense or nondefense contract or subcontract. The offeror further certifies that it will immediately notify the contracting officer in writing in the event that it is awarded any negotiated national defense or nondefense contract or subcontract containing any cost accounting standards clause subsequent to the date of this certificate but prior to the date of the award of a contract resulting from this solicitation.

D ☐ It is an educational institution receiving contract awards subject to FPR Subpart 1-15.3 (FPC 73-8, OMB Circular A-21).

E ☐ It is a State or local government receiving contract awards subject to FPR Subpart 1-15.7 (FPC 74-4, OMB Circular A-87).

F ☐ It is a hospital.

NOTE: Certain firm fixed price negotiated nondefense contracts awarded on the basis of price competition may be determined by the Contracting Officer (at the time of award) to be exempt from cost accounting standards (FPR § 1-3.1203-2(c)(4)(iv)).

ADDITIONAL CERTIFICATION - CAS APPLICABLE OFFERORS

G ☐ The offeror, subject to cost accounting standards but not certifying under D, E, or F above, further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices disclosed in the Disclosure Statement(s) where they have been submitted pursuant to CASB regulations (4 CFR 351).

DATA REQUIRED - CAS COVERED OFFERS

The Offeror certifying under A or B above but not under D, E, or F above, is required to furnish the name, address (including agency or department component), and telephone number of the cognizant contracting officer administering the offeror's CAS covered contracts. If A above is checked, the offeror will also identify those currently effective cost accounting standards, if any, which upon award of the next negotiated national defense contract or subcontract will become effective upon the offeror.

Name of CO: _____

Address: _____

_____

Telephone Number: _____

Standards not yet applicable: _____

SOLICITATION PROVISIONS: FAIR AND EQUITABLE COMPENSATION TO PROFESSIONAL EMPLOYEES

NOTICE TO OFFERORS

NOTE THE SOLICITATION PROVISIONS RELATING TO FAIR AND EQUITABLE COMPENSATION TO PROFESSIONAL EMPLOYEES SET FORTH ELSEWHERE IN THIS SOLICITATION. FAILURE TO COMPLY WITH THESE PROVISIONS MAY CONSTITUTE SUFFICIENT CAUSE TO JUSTIFY NONSELECTION OF A PROPOSAL. THE TOTAL COMPENSATION PLAN REQUIRED TO BE SUBMITTED BY THE OFFEROR WILL BE VIEWED AS BEING WITHIN THE PURVIEW OF PUBLIC LAW 87-653 (FPR § 1-3.807-3).

INSTRUCTIONS TO OFFERORS.

(a) Total compensation (salary and fringe benefits) of professional employees under service contracts may, in some cases, be lowered by recompetition of these contracts. Lowering of compensation can be detrimental in obtaining the necessary quality of professional services needed for adequate performance of service contracts. It is, therefore, in the best interest of the Government that professional employees, as defined in 29 CFR 541, be properly and fairly compensated in these contracts. As a part of their proposals, offerors will submit a "Total Compensation Plan" (salaries and fringe benefits) for these professional employees for evaluation purposes.

(b) The Government will evaluate the Total Compensation Plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It will include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed will be evaluated in terms of enhancing recruitment and retention of personnel and its

realism and consistency with a total plan for compensation (both salaries and fringe benefits).

(c) Criteria for evaluation, therefore, will include an assessment of the Total Compensation Plan submitted by each offeror.

EVALUATION CRITERIA

(a) Total Compensation Plan (Professional Employees). In establishing compensation levels for professional employees, the total compensation (both salaries and fringe benefits) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel to meet mission objectives. The salary rates or ranges must recognize the distinct differences in professional skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor contractor for the same work will be evaluated, in addition to the above, on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent professional employees. Offerors are cautioned that instances of lowered compensation for essentially the same professional work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the requirement.

(b) Cost (Professional Compensation). Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the professional job categories so as to impair the contractor's ability to recruit and retain competent professional employees, may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.

(c) Other (Labor Relations). An assessment of the potential for adverse effect upon performance and maintenance of the required number of professional employees with requisite skills resulting from an unrealistically low compensation structure will also be made.

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INSTRUCTIONS FOR THE PREPARATION OF THE PROPOSAL

1. Cover

The name of the proposer and the RFP number and title should appear on the cover. The signature of the official authorized to submit offers and execute contracts should also appear on the cover. Each proposal should be securely bound in such a manner that parts of the proposal will not become detached.

2. Title Page

The title page will contain the following information:

a. RFP Number and Title

b. Individual(s) authorized to negotiate and execute contracts.

1. Name
2. Title
3. Telephone Number
4. Address

3. Table of Contents

Provide sufficient detail so that important elements of the total proposal, specific resumes, and other important sections of the proposal can be readily identified.

4. Procedure for Developing Protocol

A precise summary of the components of the proposal should be submitted by the contractor which is no longer than three pages in length. The following components should be included:

a. a list of hypotheses to be studied;

b. suggested method(s) for selecting study and control groups;

c. method(s) for determining the numbers of individuals in the study and control groups and the methods for selecting them;

d. proposed organization of examining (data collecting) personnel,

e. tentative list of organ systems to be studied most intensively; and;

f. the methodology for analysis of data.

The proposal should state whether the contractor can consult with, advise, and provide critical reviews to the VA during conduct of the study after its design.

5. Description of Facilities

This should be a detailed discussion of the facilities and/or other expert consultants available to the contractor in developing the protocol.

6. Timetable

The contractor will be required to submit within 60 days of the awarding of the contract an initial draft study design adequate for critical review by experts. A complete report will be required within 30 days after final approval of a satisfactory draft.

7. Budget

An itemized budget should be presented indicating the offeror's proposed costs for performance of the project. Justification must be provided for each major cost category and for any expenditure over $5,000 in each category must be explained in detail. Optional Form 60 can be used for this purpose.

8. Curriculum Vitae

Curriculum vitae should be presented for each of the principal investigator(s) and identified consultant(s). The curricula should include:

a. a resume of pertinent biographical data;

b. a summary of educational background and major professional career achievement;

c. a complete bibliography of all published work.

9. Number of Copies

The offeror shall submit 6 copies of the technical proposal. The technical proposal should be precise, factual, and complete. Practicality will dictate the extent of the offeror's proposal. Elaborate format, binders, and the like are not required. Legibility, clarity, and completeness are far more important.

EPIDEMIOLOGY CONTRACT

STATEMENT OF WORK

The contractor will be required to develop the design for a comprehensive epidemiological study of subjects who shall be persons who, while serving in the Armed Forces of the United States during the period of the Vietnam conflict were exposed to dioxins produced during the manufacture of various phenoxy herbicides (including "Agent Orange"). The design will include detailed methods for analysis and interpretation of the data obtained during the study.

In addition to providing the study design, the contractor will be expected to provide prompt justified modifications in the study's protocol in response to the several scientific or other bodies that will review it.

Once the study has commenced, the contractor will be expected to consult with the responsible officials of the Veterans Administration on the progress of the investigation in order to assure that the objectives of the study design are being met. The epidemiological study itself will be conducted by the VA, including examination of the subjects and data collection, according to the design of the contractor.

DESCRIPTION OF GOODS AND SERVICES SOLICITED

The contractor will have to deliver a detailed satisfactory protocol for a comprehensive epidemiological study of phenoxy herbicides, specifically Herbicide Orange, as used in Viet Nam. The following work will be required.

DESIGN OF THE PROTOCOL FOR THE AGENT ORANGE EPIDEMIOLOGICAL STUDY

The protocol should provide the following:

- A research design for an epidemiological study of the long-term on delayed health effects of phenoxy herbicides on subjects including plans to identify and evaluate possible significant dependent variables and to relate the independent and dependent variables. The approach should be meticulously justified through reference to the world literature and other relevant information.

- The variables chosen for study should include organ systems theoretically most often affected by exposure to the chemicals in Herbicide Orange (e.g., liver, kidney, skin, and nervous system). For each of these organ systems, the contractor will be expected to specify the data to be obtained from medical history, physical examination, and laboratory testing in order to identify and evaluate the dependent variables, i.e., the evidence of adverse effects of Herbicide Orange. The reasons for specifying each procedure must be clearly delineated by the contractor.

- The contractor will recommend the level of certainty that the study should reach in concluding that specific effects are or are not due to the phenoxy herbicides and/or their contaminants.

- The numbers of study subjects and control populations required for successful completion of the study must be estimated by the contractor and the mechanism by whch individual subjects and controls are to be chosen must be specified. The contractor will be expected to adapt the estimates of size of the study and control samples and their method of selection to the realistic constraints of facilities, staff and time under which the study must be conducted. The latter will be defined during protocol development by close collaboration with the VA contracting officer's technical representative.

- The contractor will be expected to present a method for evaluating regularly the quality of the data gathered during the study so as to ensure prompt detection and correction of defects in the quality of data collection.

- The contractor will contribute to the development of training materials for instruction of the VA health care professionals who will collect the data. These contributions will include but not be restricted to lists of appropriate references from the scientific literature and written descriptions of the preferred approaches to data collection and of the pitfalls to be avoided.

ANALYSIS OF THE STUDY DATA

- The contractor will present a detailed description of the statistical methods that will be used to analyze the study's data, and the rationale behind the choice of these methods.

- The contractor will develop data collection forms on which the participating health care professionals will report the required data. These forms will be accompanied by any necessary explanations and instructions for their proper completion.

- Directions will also be prepared to specify how the study's data are to be coded and entered into a computer for analysis. Computer programs for this anaysis will be specified and, if necessary, provided. These materials are to be utilized by the VA to instruct its statistical and computational staff in proper procedures for processing the study's data.

LENGTH AND SEQUENCE OF THE STUDY

- The contractor will estimate how long it will take to complete the epidemiological study in order to achieve its goals.

- The contractor must prepare a timetable that indicates the significant milestones in the study and the dates by which they are completed.

EVALUATION CRITERIA

General

The procedure for developing a protocol is the most important consideration in the award of the contract and must give evidence that it will assure scientific accuracy and completeness, will be capable of prompt execution by the VA, and will lead to specific answers to the question of the phenoxy herbicides' effects on human health. The principal investigator(s) under the contract must be individual(s) with outstanding epidemiological qualifications and with ready access to expert consultants possessing the multiple types of expertise required for the design of the study. In view of the sensitive nature of this study, the contractor should not have been associated with a prior publicized position regarding the effects of phenoxy herbicides and/or their constituents on human health.

The specific factors to be utilized in the evaluation of this particular project are shown below.

FACTORS THAT WILL BE USED TO EVALUATE THE PROPOSAL

1. Scientific Validity and Relevance of the Suggested Method for Designing the Project.....40 points

   a. the proposal should indicate a thorough appreciation of the scientific difficulties associated with the design of the specific epidemiological study and should suggest definitive approaches to dealing with these difficulties. Consideration must be given to the selection of study and control populations, to the estimation of the extent of exposure to phenoxy herbicides, specifically Orange; to determination of medical conditions that will be especially sought; and to selection of definitive methods for identifying them. The proposed design must be practicable within the existing facilities of the VA, must be flexible enough to recognize unexpected findings and, if appropriate, to allow a revised study design.

   b. The suggested methods for data analysis must give evidence that they will be statistically sound, will provide assurance that differences between study and control groups are statistically significant or that there are no discernable differences between the groups within confidence limits defined before the study begins.

   c. An estimate of the total time required to complete the epidemiological study must be included. It must be realistically based on a sound project design.

2. Contractor's Scientific Qualifications.....30 points

   The contractor must be a professional epidemiologist who is recognized as an individual of outstanding scientific reputation.

This reputation must be evidenced by the contractor's curriculum vitae and bibliography which should contain major epidemiological studies published in the leading scientific journals. Specific reference should be made to similar contract studies in which the contractor was involved.

3. Contractor's Facilities.....30 points

   a. The contractor must be able to obtain prompt and expert advice and assistance in the varied disciplines of basic science environmental studies, clinical medicine, and statistics as may be necessary to complete the contract. The quality of such consultants will be considered of prime importance, as judged by their records of experience and professional positions. A general statement from a responsible official as to the availability of such technical assistance where it can be supplied by the staff of an institution can be included. If subcontracts or paid consultantships are to be used, the professionals or subcontractors must provide assurance in writing of their qualifications and availability.

   b. The contractor must give assurance that other specific facilities, including clerical staff, necessary to fulfil this contract will be available.

METHOD OF AWARD

A. The Veterans Administration intends to award a fixed-price contract

B. The award will be made to the bidder with the lowest bid price and with an evaluation score of 80.00 points or better.

PRE-BID CONFERENCE

The Veterans Administration will conduct a pre-bid conference on April 11, 1980 at 9:00AM local time in Room 119, Veterans Administration Central Office, 810 Vermont Ave., NW, Washington, DC 20420. All potential bidders are invited to attend. V.A. personnel will be available to answer any questions pertaining to RFP 101(134C)-8-80.